RESTORE LOUISIANA

HOMEOWNER ASSISTANCE PROGRAM

RESTORE LOUISIANA
Homeowner Assistance Program

LA Office of Community Development

Version 4.3.2

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I. RLHP POLICY VERSION CONTROL

A. LOCD POLICY SECTION

The LOCD Policy Section is composed of LOCD executive leadership, legal, and policy specialists. Subject Matter Experts working in a particular policy area or task area that will be affected by policy changes may assist in policy evaluation and review.

The LOCD Policy Section meets as frequently as is necessary to consider policy decisions critical to moving the Program forward timely.

B. VERSION POLICY

Substantive changes within this document that reflect a policy change will result in the issuance of a new version. Future policy changes will result in additional revision and the issuance of a new primary version number.

Non-substantive changes such as minor wording and editing, or clarification of existing policy, that do not affect the interpretation or applicability of the policy will be included in minor version updates denoted by a sequential number increase behind the primary version number. Such changes would result in a version number such as 1.1, 1.2, etc.

C. VERSION HISTORY

Version history is tracked in the table contained in **Appendix A**, with notes regarding version changes. The dates of each publication are also tracked in this table.

II. RLHP DEFINITIONS

Act of Donation: a form of property transfer without exchange or payment.

Applicant: All homeowners who are owner-occupants of a damaged property at the time of the event are potential applicants. All potential applicants must fill out a survey in order to be invited to make a formal application.

Application: Survey respondents are invited to begin their application process based on Program priorities. An electronic or paper submitted application is considered by the Program to be complete after the respondent has met with a damage assessor at the damaged residence and all work related to the disaster, completed and remaining has been documented on the pre-award estimate.

Buyout: Acquisition of properties at risk of flooding to reduce future flood risk.

Case Manager (CM): A Program employee who assists applicants with completing applications and who can guide the applicant through document collection, grant award calculations, and the appeals process, if necessary.

CDBG-DR: Community Development Block Grant- Disaster Recovery Program.

Certificate of Occupancy (COO): A certificate of occupancy is a document issued by a local zoning or building department stating that the home is compliant with local municipal building codes and is suitable for occupancy.

Common Area Under Roof: The total area under the common roof is primarily interior, conditioned spaces, and for single-story homes, equal to the footprint of the house. Unpermitted additions or additions not built to code, conditioned or not, are not considered as part of the footprint of the house. The term is also synonymous with the eligible area. In addition, exterior spaces such as detached porches and garages are not considered in the eligible area.

Communication Designee: A third party who is authorized to verbally obtain information relative to a Restore Louisiana account on behalf of an applicant. A communication designee is not authorized to make decisions or sign documents on behalf of an applicant.

Compliance: Adherence to requirements, standards, and regulations.

Current Fair Market Value: Value of an eligible home, as determined by an appraisal conducted by the Program.

Disability: RLHP defines disability, for purposes of the Program, consistent with federal law under The Social Security Act, as amended, 42 U.S.C. §423(d), The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102(1)-(3), and in accordance with HUD regulations at 24 CFR §§5.403 and 891.505.

Duplication of Benefits (DOB): A duplication of benefit is the receipt of funding from multiple sources for the same purpose. The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern, or other entity from receiving financial assistance from CDBG-DR funding with respect to any part of the loss resulting from a major disaster as to which he/she has already received financial assistance under any other program or from insurance or any other sources. The Duplication of Benefits amount, if applicable to a homeowner's situation, is determined by the Program and may result in the reduction of an award value. To comply with Section

312, the Program must ensure that each activity provides assistance to a person or entity only to the extent that the person or entity has a disaster recovery need that has not been fully met. RLHP applicants are subject to the requirements of Federal Register notice(s) explaining the duplication of benefit requirement (84 FR 28836 and 84 FR 28848, published June 20, 2019 or other applicable notices). *Warning: Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729.*

Estimated Cost of Repairs (ECR): Remaining eligible repairs required to bring home to a reasonable standard acceptable for occupancy at time of program inspection.

Escrow: Applicants that have been deemed to have a homeowner responsibility due to duplication of benefits will be required to deposit funds in an Escrow account. These funds will be disbursed by the Program to make Payments to the Solution 1 contractor.

Fee Simple Title: Legal term describing the most common and absolute type of property ownership. Upon acquiring a fee simple title, the state or its designee will become the complete and indefinite property owner, until the property is transferred to the local parish, municipality or other end property owner responsible for owning, maintaining the land and ensuring compliance with the open space and floodplain management deed restrictions on the property. When selling fee simple title, homeowners forego any rights, title or interest in the property. Existing structures, including buildings, prohibited by the deed restrictions within the floodplain easement must be demolished and removed, and no prohibited structures will be erected in the floodplain.

FEMA FIRM: (Flood Insurance Rate Map): Official map of a community on which FEMA has delineated the Special Flood Hazard Areas (SFHAs), the Base Flood Elevations (BFEs), the Advisory Base Flood Elevations (ABFEs), and the preliminary risk premium zones applicable to the community, (Preliminary ABFEs)**.**

Floodplain Servitude, also referred to as Floodplain Easement: A reserved interest servitude, which is an interest in land, defined and delineated in a deed whereby the landowner conveys all rights and interest in the property to the state or its designee, but the landowner retains those rights, title, and interest in the property which are specifically reserved to the landowner in the servitude deed. Floodplain servitudes will allow property owners to own and maintain their land, but will limit its uses to those that restore, protect, maintain and enhance the functions of floodplains while conserving their natural values such as serving as fish and wildlife habitat, improving water quality, retaining flood water, and recharging groundwater. Existing prohibited structures, including buildings, within the floodplain easement must be demolished and removed, and no prohibited structures will be erected in the future.

Floodway: FEMA designation for the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. For Program purposes, Floodway is synonymous with “Regulatory Floodway.”

General Power of Attorney: A legal document allowing an agent to act on the principal’s behalf in any matter.

Grant Award Date: Date that assistance is approved for the project.

Grant Execution Date: Date that the applicant accepts the terms of the grant agreement for assistance approved for the project.

Gross Living Area: The total area of finished, above-grade residential space calculated by measuring the outside perimeter of the Structure. It includes only finished, above-grade living space. In this Program, the Gross Living Area is the compensable square footage of the eligible home.

HCDA: Housing and Community Development Act of 1974.

Homeowner's Responsibility: Required for all Solution 2 applicants who have a demonstrated duplication of benefits. Solution 2 applicants will be required to contribute funds in the amount of the duplicative funding prior to receiving Program funds.

Household: The person or persons with whom you regularly share your home.

HUD: Department of Housing and Urban Development.

Homeowners Insurance: A form of property insurance that covers losses and damages – not caused by flood - to an individual's residence.

Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map. A LOMA establishes a property's location in relation to the Special Flood Hazard Area. LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation.

Limited Power of Attorney: A legal document allowing an agent to act on the principal's behalf under limited circumstances.

Louisiana Land Trust (LLT): A potential state designee and sub-recipient for Solution 4 Homeowner Buyout Program properties, responsible for acquiring eligible properties, demolishing existing structures, providing interim maintenance of the property and completing the final disposition of the property, as per the Program Disposition Plan. Reference to the LLT as the state's designee and sub-recipient is subject to change or modification by the state.

Low to Moderate Income (LMI) Household: A household with income (including income derived from assets) at or below 80 percent of an area's median income. All income is based on the Area Median Income limits set annually by HUD for each parish or metropolitan statistical area.

Manufactured home or Manufactured housing unit (MHU): For the purposes of this Program, references to manufactured homes more specifically refers to mobile homes. Manufactured housing that is of modular construction (see Modular Home definition) will be treated as site- or stick-built construction.

Mitigation Activities: Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

Modular Home: Modular homes are houses built off-site in a quality-controlled setting. Modular homes are built in sections called "modules" according to specific plans. These sections are then transported to the site where they are assembled by builders and installed onto the foundation.

New Construction: A replacement home that substantially exceeds the original by greater than 2' in any direction on the existing lot (if permitted) or the construction of a new home in a new location.

NFIP: National Flood Insurance Program. When the Program refers to NFIP in the context of eligibility or duplication of benefits, the Program is referring to private and public flood insurance programs that cover structural repairs resulting from flood damages.

Not Suitable for Reconstruction: Damaged dwelling units that are within a "high-risk area located within a federally determined floodway; or within a "high-risk community" as defined by OCD due to the subject community actively participating in an organized retreat from an area prone to repetitive flooding. A high risk community is an area for which a recognized governmental entity is actively applying and taking steps to participate in one or more of the following programs to mitigate community flood risk: The Natural Resources Conservation Service (NRCS, under USDA) floodplain easement or other similar program, FEMA Severe Repetitive Loss Grant Program, other federal, state or local partners program(s) and/or coordinated efforts to buyout and/or relocate an entire at-risk neighborhood or community.

Recapture: The recovery of Program funds disbursed to or on behalf of a homeowner due to lack of compliance with Program requirements, subrogation or overpayment.

Reconstruction: Demolition and rebuilding of an existing structure based on the Program's building standards. A reconstructed property is built on the same footprint as the original structure and may not be greater than the original footprint by 2' in any direction of the current or demolished structure. This requirement will subordinate to the local jurisdiction's building code requirements. The number of units on the lot may not increase and the total square footage of the original structure to be reconstructed may not be substantially exceeded; however, the number of rooms in a unit may be increased or decreased.

Rehabilitation: Repairs made to an existing structure based on the Program's building standards.

Rescind: To void or cancel an offer or agreement.

Second home: A home that is not the primary residence of the owner, a tenant, or any occupant at the time of the disaster or at the time of application for CDBG–DR assistance.

Special Flood Hazard Area (SFHA): The land area covered by the floodwaters of the base flood is the Special Flood Hazard Area on NFIP maps. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies. The SFHA includes Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE, and V. When FEMA provides interim flood hazard data, such as Advisory Base Flood Elevations (ABFE) or preliminary maps and studies (Preliminary ABFE), the program shall use the best available data to determine elevation height requirement.

State Historical Preservation Office (SHPO): A state entity responsible for the operation and management of the Office of Historic Preservation, as well as long range preservation planning.

Subrogation: Repayment of duplicative assistance.

Subsequent damage: Damages to a property that were incurred after the initial event.

Substantial Damage Letter (SDL): A letter/notice that is issued by a jurisdiction for a structure in a Special Flood Hazard Area – or floodplain – for which the total cost of repairs is 50 percent or more of the structure's market value before the disaster occurred, regardless of the cause of damage. This percentage rule can vary among jurisdictions.

Substantial Improvement Letter (SIL): A letter/notice that is issued by a jurisdiction for any repair, reconstruction, modernization, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started or if the structure has been damaged, and is being restored, before the damage occurred. **V-Zone:** Zone V is the flood insurance rate zone that corresponds to areas within the 1% annual chance of coastal floodplains that have additional hazards associated with storm waves. According to FEMA and National Flood Insurance Program, V-Zones are defined as the most hazardous of the Special Flood Hazard Areas.

Vulnerable Population: As defined in the State Hazard Mitigation Plan, vulnerable populations include persons under the age of 20, persons over the age of 64, persons with disabilities, persons living in poverty, and persons living in manufactured homes.

III. RLHP PROGRAM DESCRIPTION

A. PROGRAM AUTHORIZATION

The funding for The Restore Louisiana Homeowner Assistance Program 2020 (RLHP or Program) is funded through HUD's Community Development Block Grant Disaster Recovery (CDBG-DR) Program, as appropriated by Congress. Funding for 2020 and 2021 disasters as per PL 117-43 was published on September 30, 2021 by the Extending Government Funding and Delivering Emergency Assistance Act of 2021, and the Disaster Relief Supplemental Appropriations Act of 2022, and any applicable future appropriations. CDBG-DR grants are authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster. Given the extent of damage to Louisiana's housing stock, HUD requires the State to primarily consider and address its unmet housing recovery needs.

HUD maintains all federal rules, regulations and documents related to the CDBG-DR allocation to the State of Louisiana. These can be accessed online at www.HUDexchange.info.

The Louisiana Office of Community Development (LOCD) is the administering agency for the RLHP.

B. PROGRAM ALLOCATION AND ADMINISTRATION

Louisiana has been allocated more than $3.1 billion for all eligible storms. Of that total, the state has allocated $680 million to the Restore Louisiana Homeowner Assistance Program.

	DISASTER EVENT ALLOCATIONS	DATE	AMOUNT
1	Hurricanes Laura & Delta	October 29, 2021	$600 M
2	Hurricane Ida & May '21 Severe Storms + Hurricanes Laura & Delta	March 22, 2021	$1.27 B
			+ $450 M
3	Hurricane Ida & May '21 Severe Storms	January 23, 2023	$800 M

C. CDBG-DR REQUIREMENTS

There are prescribed activities that can and cannot be undertaken with CDBG-DR funding. The following subsections identify the eligible activities for which RLHP funding can be used and the objectives that must be met.

i) ELIGIBLE ACTIVITIES

The following activities under the Housing and Community Development Act of 1974 (HCDA) are eligible under the RLHP: 105(a) 1, 4-5, 7, 11, 14-15, 23 and 26 as well as (42 U.S.C. 5305(a)(4)); LMI Safe Housing Incentive (SHI) and FR-6326-N-01 II.B.10:

- Rehabilitation, reconstruction, reimbursement, replacement, buyouts, acquisition, and new construction.

Applicants must meet all eligibility requirements as specified in Section V of this manual. Property must be located in a designated disaster area per Section V (B) (i) of this manual.

ii) INELIGIBLE ACTIVITIES

The following are all ineligible activities for which CDBG-DR grant funds cannot be used:

- Forced mortgage payoff; funding for second homes; stick-built relocation and/or funding for stick-built structures at an address other than the damaged property (with the exception of Solution 4 Homeowner Buyout Program); assistance for those who previously received Federal flood disaster assistance and did not maintain required flood insurance; rehabilitation or reconstruction activities on homes located in a floodway; SBA home/business loan payoffs, and compensation payments.

Note: The eligible and ineligible categories of activities are determined by HUD and are set forth in the rules and regulations specific to the CDBG-DR funds allocated to the State of Louisiana for the Disasters of 2020 - 2021.

iii) NATIONAL OBJECTIVES

The primary objectives of the CDBG-DR Program are to assist communities recovering from the impact of a disaster by providing decent housing and suitable living environments, and to expand economic opportunities, principally for persons of low and moderate income (LMI). These objectives are achieved by ensuring that each funded activity meets one of three named National Objectives: benefiting LMI persons; preventing or eliminating slums or blight; or meeting urgent needs in the community. The RLHP ‘20-’21 will meet the LMI and urgent need National Objectives.

Low to Moderate Income (LMI) National Objective – Activities which benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size.

Income eligibility will be determined and verified in accordance with HUD guidelines. The most current income limits, published by HUD annually, shall be used to verify the income eligibility of each household applying for assistance at the time the award is determined.

Low- and moderate-income categories are further broken down into the following:

- **Very Low Income:** Household’s annual income is up to 30% of the area median income, as determined by HUD, adjusted for family size.
- **Low Income:** Household’s annual income is more than 30% and up to 50% of the area median family income, as determined by HUD, adjusted for family size.
- **Moderate Income:** Household’s annual income is more than 50% and up to 80% of the area median family income, as determined by HUD, adjusted for family size.

Urgent Need National Objective – An urgent need that exists because existing conditions pose serious and immediate threat to health/welfare of community, the existing conditions are recent or

recently became urgent (typically within 36 months) and the recipients cannot finance the activities on their own because other funding sources are not available.

Note: HUD determines the criteria the state must meet to be in compliance with one or more of the required National Objectives.

iv) HUD SPENDING REQUIREMENTS

HUD requires that at least 70 percent of all RLHP funding must be provided to homeowners at or below 80 percent of the Area Median Income. An additional requirement is that 80 percent of funding must be spent in the HUD-designated Most Impacted and Distressed (MID) areas and 15 percent must be spent on mitigation activities.

Because of these requirements, the RLHP will verify income for all applicants and household members over the age of 18 to assist homeowners through phases of application. This will support the Program's ability to meet the needs of the most vulnerable Louisiana citizens who have the fewest resources first while also meeting HUD's expenditure requirements. Additional information about program phase qualification can be found in Section IV (A).

D. OVERVIEW OF PROGRAM OPTIONS AVAILABLE TO HOMEOWNERS

Given the time elapsed since the disaster events, homeowners are in varied states of progress in their rebuilding process depending on the extent of damage and resources available. In response, the state will implement various solutions in RLHP '20-'21.

The RLHP '20-'21 will provide assistance to eligible homeowners who have experienced damage to their primary residence as a result of disaster events in 2020 and 2021. Forms of assistance may include funding for rehabilitation, reconstruction, or replacement of a storm-damaged home, and/or reimbursement for eligible expenses of homeowners who have already undertaken repair, reconstruction, or replacement activities prior to the date of the completed application for assistance. Assistance is structured into four possible solutions:

- Solution 1- Program-Managed Construction
- Solution 2- Homeowner-Managed Construction
- Solution 3*- Reimbursement
- Solution 4*- Homeowner Buyout Program

*as program funding allows

Homeowners may qualify for a single construction or reimbursement benefit or a combination of benefits such as construction and reimbursement assistance. While program staff can provide guidance to applicants on the guidelines and requirements of each solution, applicants are strongly encouraged to read the requirements for and view the informational videos about each solution in order to understand the applicable requirements and the applicant responsibilities under each. Based on individual conditions at the time of application, applicants will choose the Program solution which best fits their own need and their capacity to complete their home repair or reconstruction within the

allocated time period associated with the solution. Applicant must understand that he/she will be bound by all terms and conditions contained in this Manual.

The Program Solutions for construction activities, Solutions 1 and 2, will give applicants with remaining repair work the option to work with a Program-Managed homebuilding contractor (Solution 1), manage their own construction repair project (Solution 2 Repair), or hire their own Louisiana licensed contractor (Solution 2 Repair or Reconstruction). Regardless of the Solution selected, all Louisiana licensed residential contractors must follow the corresponding local jurisdiction's requirements for construction activities and the Program's requirements for resilient building materials and methods.

The level of construction required, rehabilitation or reconstruction of stick-built properties, or repair or replacement of MHUs, will be determined by the Program and the applicant's corresponding local jurisdiction. In the event that the level of damage to a home triggers a local jurisdiction to require a full reconstruction rather than a repair, the Program will adhere to the local jurisdiction's determination. Additional details related to repair, reconstruction, and replacement rules can be found in Section VII (F).

Applicants who have already demolished their disaster-damaged structures prior to Program application should provide any local jurisdiction notice of condemnation, substantial damage notification, or other notice of requirement to demolish at the time of application or when received, whichever comes first. Applicants may be required to provide program acceptable documentation of the damaged structure type, square footage, and damage to the home caused by the declared disaster event in the event the program is unable to verify.

Solution 3 Reimbursement options vary depending on the applicant's situation at the time of the Program's damage assessment inspection and up to the date reimbursements are allowed by HUD guidance which is December 31, 2023.

Applicants who have begun repair work to their stick-built home and who participate in the Program-Managed or Homeowner-Managed Solutions for completion of repairs, may also be eligible for reimbursement of the repair work that has been completed prior to the Program's damage assessment inspection**. If an applicant receives reimbursement for completed repairs and it is later determined that the work needs to be redone or the home needs to be demolished and reconstructed, then reimbursement funds must be returned to the program**. If the completed work was done as emergency repairs to live in the home post disaster, it may offset DOB.

- Applicants who have already begun to repair their disaster damaged Manufactured Housing Unit (MHU) or stick-built home and for whom the Program will replace the MHU or reconstruct the stick-built home, will not be eligible for reimbursement. However, applicants in these situations will be afforded the possibility of receiving credit for work performed as part of the award calculation process. Additional detail about this situation can be found in Section VI (B) (iii).
- Applicants who have completed full repairs to stick-built homes may be eligible for reimbursement of eligible expenses, as determined by the Program.

The Solution 4 Homeowner Buyout Program is for those who are located in a floodway or other high-risk areas as determined by the Program, where Federal funds may not be used to improve, repair, or replace housing structures. This means that any home that was located within one of these areas and was damaged during the 2020-2021 disaster events may not be reimbursed, repaired, or reconstructed

using RLHP grant dollars, (Solutions 1-3). Owners of damaged MHUs in a floodway or other Program determined high-risk areas may still be eligible for the Program's solutions 1-3, but the new replacement manufactured housing unit must be located outside of a SFHA or in an established mobile home park as per RLHP guidelines. Owners of damaged stick-built construction located within a floodway or Program determined high-risk area will not be eligible for reimbursement, repair, or reconstruction awards under RLHP. However, RLHP may offer a buyout option (Solution 4) for homeowners as funding permits.

IV. PRIORITIZATION CRITERIA

Due to limited federal funding, the program's phased approach is designed to ensure that the most vulnerable populations are prioritized for assistance. This approach is aligned with federal guidance and conditions tied to the federal funding allocation. Although the Program's intent is to assist as many disaster-impacted homeowners as possible, all assistance is subject to availability of funding.

The Program will utilize a two-step process to classify homeowners into eligible phases based on an initial, brief survey and then invite homeowners to apply for assistance based on their phase classification. Homeowners will be invited to apply to the Program on a continued and rolling basis.

All information provided by the homeowner in their initial survey is self-certified by the homeowner for the phasing process and will be verified during the application process and eligibility review using third party data or additional documentation requested from the Program. If the Program determines during the application and eligibility review process that any information provided by the homeowner in their survey is inaccurate, the homeowner could be placed in a different phase and/or determined to be ineligible for program assistance. Should application verification result in a phase change, the Program reserves the right to serve the homeowner in the phase in which the homeowner initially entered the application stage of the Program.

A. PHASE CRITERIA

Survey respondents who owned and occupied the damage residence at the time of the disaster event may be prioritized into Phase I-VII based upon survey responses and FEMA IA reported damage determinations of at least $3,000 or more real property damage, $3,500 personal property damage or greater than 1 foot of flooding and as a direct result of one or more of the qualifying federally declared disasters listed in Section V.

Phases are designed to ensure that the most vulnerable populations are prioritized for assistance, based on household income, homeowner age, whether any member of the household has a disability, whether the damaged address is in a Most-Impacted parish, and whether the damaged address' repairs are complete or incomplete. However, the program may also review a survey response for other identified priorities impacting vulnerable populations. All survey respondents that actively phase will be reviewed for overall program eligibility.

The above criterion will determine the phase in which a homeowner is invited to apply. Phasing does not determine Program eligibility.

Phased Approach:

- Phase I: Low-to-moderate income families equal to or below 50% area median income (AMI)

- Phase II: Low-to-moderate income families equal to or greater than 50% AMI but less than or equal to 80% AMI, and elderly or persons with disabilities living in the home
- Phase III: Low-to-moderate income families equal to or greater than 50% AMI but less than or equal to 80% AMI
- Phase IV: Reside within one of the most impacted or distressed parishes or zip codes, no priority due to income, and repairs have not been completed
- Phase V: All other parishes, no priority due to income, and repairs have not been completed
- Phase VI: Reimbursement for homeowners whose income is greater than 80% AMI who completed the rebuilding process at the time they submitted their survey or completed their application
- Phase VII: Eligibility is based on FEMA direct housing participation and other program requirements.

Note: The state may open or modify phase criteria as funding allows to add additional applicants to existing phases to the extent additional funding is available to serve more disaster-impacted applicants. Details will be provided in an updated version of this manual should this occur.

The table below ("Application Phases") further illustrates the Program's phased approach. Additional details on the phases and specific requirements of each can be found in the table and phase descriptions below.

RESTORE LOUISIANA
Homeowner Assistance Program

Phasing criteria includes:

(1) owned and still own the damaged home
(2) occupied the home at the time of the disaster
(3) FEMA Individual Assistance Program determined a structural loss of 3K or greater
(4) NOT received or expect to receive structural insurance payments greater than $50k
(5) additionally, households in FEMA Direct Housing Programs are prioritized in phases as well

APPLICATION PHASES		PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V	PHASE VI
HOUSEHOLD INCOME	LESS THAN 50% AMI	✓					
	BETWEEN 50% & 80% AMI		✓	✓			
	GREATER THAN 80% AMI				✓	✓	✓
GEOGRAPHY	MOST IMPACTED	N/A	N/A	N/A	✓		N/A
	OTHER IMPACTED					✓	
HOMEOWNER 62+ AND/OR HOUSEHOLD MEMBER WITH DISABILITY	YES	N/A	✓		N/A	N/A	N/A
	NO			✓			
STATUS OF REPAIRS	COMPLETE	N/A	N/A	N/A			✓
	INCOMPLETE				✓	✓	

AMI = AREA MEDIAN INCOME

While the Program will follow the phased approach described above when inviting homeowners to apply to the Program, additional prioritization may be given to homeowners meeting different criteria to address immediate, unforeseen needs. Additionally, some homeowners may be processed out of sequence to safeguard the Program from inefficiencies in implementation.

If additional funding is made available, the Program reserves the right to modify program criteria to provide additional assistance and/or assist additional applicants with remaining unmet needs. Though the intent of the Program is to assist as many homeowners as possible, all assistance is subject to available funding.

i) PHASE I CRITERIA

In addition to meeting all eligibility requirements and if the FEMA IA determined damages meet the program threshold at the time of their survey response, homeowners will be considered for Phase I based upon the following criteria:

a) INCOME REQUIREMENTS

The applicant household's total annual gross income cannot exceed 50% of Area Median Income (AMI), adjusted for family size for the parish where their primary residence is located.

b) GEOGRAPHIC REQUIREMENTS

The impacted home must be located within one of the disaster-declared parishes that were eligible for FEMA Individual Assistance (IA).

c) DEMOGRAPHIC CRITERIA

Applicants may receive assistance regardless of their age or disability.

d) STATUS OF REPAIRS

Applicants may receive assistance regardless of the status of their repairs.

ii) PHASE II CRITERIA

In addition to meeting all eligibility requirements and if the FEMA IA determined damages meet the program threshold at the time of their survey response, homeowners will be considered for Phase II based upon the following criteria:

a) INCOME REQUIREMENTS

The applicant household's total annual gross income must be above 50% AMI and may be up to and including 80% AMI, adjusted for family size for the parish where the primary residence is located.

b) GEOGRAPHIC REQUIREMENTS

The impacted home must be located within one of the disaster-declared parishes that were eligible for FEMA Individual Assistance (IA).

c) DEMOGRAPHIC CRITERIA

The applicant residing in the home must have been 62 years or older on the date of the relevant disaster for which he or she is applying for assistance or attests to being a person with disabilities or having a person with disabilities permanently residing in the household. If an applicant indicates that they are disabled or a disabled person is a household member, then the applicant may be required to submit one of the following documents to the Program:

- Letter documenting disability assistance from relevant department or agency

- Mobility impaired ID card
- Signed verification of disability form

d) STATUS OF REPAIRS

Applicants may receive assistance regardless of the status of their repairs.

iii) PHASE III CRITERIA

In addition to meeting all eligibility requirements and if the FEMA IA determined damages meet the program threshold at the time of their survey response, homeowners will be considered for Phase III based upon the following criteria:

a) INCOME REQUIREMENTS

The applicant household's total annual gross income must be between 50% and up to and including 80% AMI, adjusted for family size for the parish where their primary residence is located.

b) GEOGRAPHIC REQUIREMENTS

The impacted home must be located within one of the disaster-declared parishes that were eligible for FEMA Individual Assistance (IA).

c) DEMOGRAPHIC CRITERIA

Applicants may receive assistance regardless of their age or disability.

d) STATUS OF REPAIRS

Applicants may receive assistance regardless of the status of their repairs.

iv) PHASE IV CRITERIA

In addition to meeting all eligibility requirements and if the FEMA IA determined damages meet the program threshold at the time of their survey response, homeowners will be considered for Phase IV based upon the following criteria:

a) INCOME REQUIREMENTS

The applicant household's total annual gross income must exceed 80% of Area Median Income (AMI), adjusted for family size for the parish where their primary residence is located.

b) GEOGRAPHIC REQUIREMENTS

Priority will be given to applicants located within the **15 most impacted parishes** as declared by HUD in FR6303-N-01.

c) DEMOGRAPHIC CRITERIA

Applicants may receive assistance regardless of their age or disability.

d) STATUS OF REPAIRS

Only applicants with remaining repair or reconstruction work may be eligible to receive assistance in this phase.

v) PHASE V CRITERIA

In addition to meeting all eligibility requirements and if the FEMA IA determined damages meet the program threshold at the time of their survey response, homeowners will be considered for Phase V based upon the following criteria:

a) INCOME REQUIREMENTS

The applicant household's total annual gross income must exceed 80% of Area Median Income (AMI), adjusted for family size for the parish where their primary residence is located.

b) GEOGRAPHIC REQUIREMENTS

The impacted home must be located within one of the disaster-declared parishes that were eligible for FEMA Individual Assistance (IA).

c) DEMOGRAPHIC CRITERIA

Applicants may receive assistance regardless of their age or disability.

d) STATUS OF REPAIRS

Only applicants with remaining repair or reconstruction work may be eligible to receive assistance in this phase.

vi) PHASE VI CRITERIA

In addition to meeting all eligibility requirements and if the FEMA IA determined damages meet the program threshold at the time of their survey response, homeowners will be considered for Phase VI based upon the following criteria:

a) INCOME REQUIREMENTS

The applicant household's total annual gross income must exceed 80% of Area Median Income (AMI), adjusted for family size for the parish where their primary residence is located.

b) GEOGRAPHIC REQUIREMENTS

The impacted home must be located in one of the 15 disaster-declared parishes eligible for FEMA Individual Assistance.

c) DEMOGRAPHIC CRITERIA

Applicants may receive assistance regardless of their age or disability.

d) STATUS OF REPAIRS

Only applicants who have completed all repairs may be eligible to receive assistance in this phase.

vii) PHASE VII CRITERIA

Phase 7 eligibility is based on FEMA direct housing participation and other program requirements.

B. INVITATION TO APPLY

Application invitations will be issued based on the phase of the Program in which a survey respondent is classified. Once a person has moved from the survey stage to the application stage, he or she will then be considered an applicant to the Program. All property owner-occupants will be considered applicants at this stage. From that point forward, applicant(s) must abide by all Program policies and procedures outlined in this manual. See Section VII (C) for additional applicant responsibilities. Applicants are strongly encouraged to complete the RLHP application online. Case managers will be available to help applicant's complete applications by phone through the Program's call center. Other reasonable accommodations may be available as needed.

All applicants must sign the Program's Consent and Release, Fraud Acknowledgement, IRS Form 4506-C Income Tax release, and other Program-related documents as needed. All required documentation may be submitted through the online application as scanned documents or photos. Scanning services will be available at Program outreach events. Examples of the application forms and required documents are contained in Appendix C.

V. RLHP ELIGIBILITY CRITERIA

To be eligible to apply for the RLHP '20-'21, the applicant(s) must have owned and occupied the property as their primary residence at the time of the declared disaster; August 27, 2020, if requesting recovery assistance for Hurricane Laura, October 9, 2020, if requesting recovery assistance for Hurricane Delta, August 29, 2021 for Hurricane Ida, or May 17, 2021 for the Severe Storms, Tornadoes, and Flooding of May, 2021. Eligibility for assistance through the RLHP requires qualification of both the applicant and the damaged property.

A. APPLICANT ELIGIBILITY CRITERIA

i) OWNERSHIP

The applicant must have owned the property and/or damaged structure at the time of the disaster event. Owners of stick-built structures must also be the current owner at time of application and retain ownership through final inspection to be eligible for the Program. Due to the many different ownership situations and structure types, the Program has developed detailed policies related to the verification of ownership.

a) OWNERSHIP VALIDATION FOR APPLICANTS ON OWNED LAND

Ownership for applicants on owned land is verified by comparing property and applicant information with the names and addresses received from a data feed from the applicable tax assessor on the property tax record from the tax roll for the year of the claimed disaster event. If matches are found, the match establishes ownership at the time of the disaster event. If there is more than one applicant listed on the application file, only one owner-occupant needs to be matched. If the Program is unable to obtain a match between one or more of the names on the application and the names on the property tax records, supplemental documentation will be requested from the applicant. If there is more than one applicant listed on the application file, only one owner-occupant needs to be matched. An abbreviated title search may be completed to help establish ownership for the applicant. Additionally, self-certification at the time of

application for ownership may be considered alone by the Program after reviewing the above alternatives on a case by case basis.

b) OWNERSHIP VALIDATION FOR APPLICANTS ON LEASED LAND

Owners of traditionally constructed stick-built homes, modular constructed, and immobilized manufactured housing who did not own the land on which their residence was situated are also eligible to apply for assistance.

1. STICK BUILT OR MODULAR HOMES ON LEASED LAND

Applicants with stick-built home or modular homes on leased land must provide one of the following documents to support ownership:

- A document prior to the disaster event which states that the applicant owned the stick-built home. Examples of such documents include:
    - Lease for land on which the stick-built home is located that includes reference to the fact that the applicant owned the stick-built home
    - Written transfer of the home as a movable
    - A document from the landowner creating the rights to the home as a movable
    - Bill of sale which provides ownership of the stick- built home to the applicant
    - Tax record for the year of the disaster event or prior to the event for the stick-built home on leased land; or
    - Signed affidavit from the applicant completed at time of application stating they were the owner of the stick-built home at the time of the disaster event with other supporting documentation which may include:
        - Insurance policy in name of applicant insuring the structure;
        - Parish tax assessment for the structure; or
        - Any other additional documentation applicant deems as supporting ownership that MAY be reviewed and accepted by the program.
    - Additionally, self-certification at the time of application for ownership may be considered alone by the Program after reviewing the above alternatives on a case by case basis.

2. MANUFACTURED HOMES ON LEASED LAND

Applicants of manufactured homes on leased land must provide one of the following documents evidencing ownership prior to the disaster event:

- Title or registration from the Department of Motor Vehicles;
- Title found in the land records for the manufactured home;
- Bill of sale which provides ownership of the manufactured home; or
- Tax record for the year of the disaster event for the manufactured home on leased land.

- Any other additional documentation applicant deems as supporting ownership that MAY be reviewed and accepted by the program with the self-attestation at the time of application.

Additionally, self-certification at the time of application for ownership may be considered alone by the Program after reviewing the above alternatives on a case by case basis.

c) SPECIAL CIRCUMSTANCES RELATED TO TYPE OF OWNERSHIP

1. LLC

LLC ownership at the time of the disaster event(s) is generally not an eligible form of ownership with the exception of LLCs where each member is an occupant of the damaged property. Other LLC structures will be considered on a case-by-case basis.

2. TRANSFER OF OWNERSHIP BACK TO ELIGIBLE OWNER OCCUPANT

Applicants who transferred their damaged property to an LLC or to another party by sale or act of donation after the claimed disaster event and that meet all RLHP eligibility criteria, can transfer the title back to original pre-disaster ownership so that they can receive Program benefits as long as one of the following conditions is met:

- The applicant(s) transferred property to an LLC that is held in their name; or
- The applicant(s) transferred property to an LLC that is held by an immediate family member (mother, father, son, daughter, or spouse); or
- The applicant(s) transferred property by sale or act of donation to an immediate family member (mother, father, son, daughter, or spouse).

3. REVERSE MORTGAGE

Applicants with a reverse mortgage at the time of the disaster event are eligible to apply.

4. PURCHASE CONTRACTS:

- Contract for deed: Not eligible unless applicant converts their contract to full ownership prior to executing the grant agreement.
- Rent to own: Not eligible unless applicant converts their contract to full ownership prior to executing the grant agreement.
- Bond for deed: Not eligible unless applicant converts their contract to full ownership prior to executing the grant agreement.
- Lease to own: Not eligible unless applicant converts their contract to full ownership prior to executing the grant agreement.

Evidence of Purchase Contracts may be furnished by the following documentation:

- The applicant presenting the Contract dated and executed prior to the disaster event for review.

Proof that a contract has been completed and title conveyed to the purchaser may be validated by the following documentation:

- A notarized, executed conveyance document from the seller to the contract purchaser; or
- Evidence of recordation of the title in the name of the applicant in the conveyance records of the parish.
- Abbreviated title search by the Program.

5. USUFRUCT

Applicants in a usufruct situation should be encouraged to apply for the Program. An applicant who has usufruct over the damaged property is potentially eligible for Program assistance provided he or she also occupied the damaged property as his or her primary residence on the date of the claimed disaster event. Any such applicant shall provide evidence of the claimed usufruct. The RLHP will review any evidence of the usufruct to determine if the documentation is sufficient for Program eligibility purposes.

Naked owners will not be required to execute the grant agreement provided there is an occupant with usufruct.

6. TRUST

Property held in trust for the benefit of natural persons can be eligible for a RLHP grant if at least one of the occupants at the time of the storm was a current beneficiary of the Trust. The trustee's powers must include the ability to affect the damaged property. If the trustee's powers do not include the ability to affect the damaged property, the beneficiaries with an interest in the damaged property must sign the grant agreement documents along with the Trustee.

The following is required to confirm eligibility:

- The applicant must provide a copy of the trust document.
- The trust document or an abstract or extract of the trust must be recorded in the conveyance records of the parish in which the damaged property is located. This recordation in the conveyance records of the parish in which the damaged property is located may be recorded post-storm if necessary.
- The applicable grant agreement must be executed by trustee(s) unless the trust distributes the property to a beneficiary, in which event the beneficiary receiving the property must execute the applicable grant agreement. If the property was not serving as the primary residence for the current beneficiaries or trustee, the applicant(s) is not eligible for assistance.

7. SEIZURE OF PROPERTY AND FORECLOSURE

An applicant whose property is in active seizure will need to provide documentation to the Program to review in order for the program determine whether the default has been cured or whether a foreclosure will proceed. **Applicants whose property will be foreclosed upon or whose property is foreclosed upon will not be eligible to receive RLHP benefits** (*Note: this is not applicable to manufactured home units on non-owned land*).

8. DEATH OF ELIGIBLE OWNER-OCCUPANT

In the event of death of an eligible owner-occupant prior to grant execution, successors who were occupants at the time of the disaster and can prove current ownership are eligible to apply for the Program. Situations where an occupant was living in the home, but not an owner, at the time of the event, will be handled on a case-by- case basis. Heirs who were not occupants at the time of either disaster event are not eligible.

9. HEIRSHIP

An applicant who cannot establish title to the damaged property in his or her name, but who can establish that title to the damaged property was vested in an individual who is deceased, and to whom the applicant is an heir or legatee can establish an eligible form of ownership in one of the following ways:

A. Pre-Grant Agreement

i. Applicants can establish heirship by providing an Affidavit of Death, Domicile and Heirship ("ADDH") The ADDH shall be reviewed for quality assurance and approved by the program at which point the applicant will be deemed to have established an eligible form of ownership, or;

ii. Applicants can provide a Judgement of Possession ("JOP") rendered in connection with the probate of the decedent's will. The JOP shall identify and recognize the applicant as a legatee of the decedent and shall place him or her in possession of the damaged property, either partially or entirely. A JOP does require Program review and approval.

iii. In either event, the applicant must establish his or her occupancy of the damaged property address as of the date of the claimed disaster event in accordance with Program policy.

B. Post-Grant Agreement

i. In the event of an applicant's death after the execution of the RLHP Grant Agreement, the Executor or Administrator of the Estate can qualify to receive grant funds to complete reconstruction or rehabilitation of the damaged home. No additional occupancy test is required for the verified Executor or Administrator of the Estate. All disbursement and construction activities will be placed on hold until the Program verifies and/or completes the following:

   a. Receipt of the death certificate confirming that the death of the applicant occurred after the execution of the Grant Agreement;

   b. Receipt of a court order providing the name of the approved Executor or Administrator of the Estate of the deceased applicant;

c. Amendment of the RLHP application to add the name of the Executor or Administrator of the Estate as the representative of the estate who will then sign a Ratification Document to assume all obligations and authorize rights for the terms of the Grant Agreement.

ii. In the event the applicant qualified as eligible with a confirmed usufruct interest and occupancy in the damaged home, signed the Grant Agreement, and subsequently dies, the surviving owner(s) can qualify to receive grant funds to complete reconstruction or rehabilitation on the damaged home. No additional occupancy test is required for the surviving owner(s). All disbursement and construction activities will be placed on hold until the Program verifies and/or completes the following:

a. Receipt of death certificate confirming that the death of the applicant occurred after the execution of the Grant Agreement (Note: if the death certificate indicates the applicant's death occurred prior to closing, then the grant agreement is considered invalid and grant processing and funding must be terminated, including the recapture of any fund already disbursed);

b. Review and approval of the usufruct and surviving owner(s);

c. Amendment of the RLHP application to add the name(s) of the surviving owner(s) as the representative(s) of the estate who will then sign a Ratification Document to assume all obligations and authorize rights for the terms of the grant agreement.

10. INCAPACITY OR INFIRMITY OF APPLICANT

If an applicant is incapacitated due to illness or other infirmity, someone with a legal right to bind that person legally, such as is provided by a power of attorney, is eligible to apply for assistance on behalf of the applicant.

Note: The Program may allow limited use of self-certification with corroborating support of alternative documentation not outlined in policy for eligibility determination on a case-by-case basis. In these cases, applicants are encouraged to submit any documents they believe show support for their ownership at of the damage residence to the Program for review.

ii) OCCUPANCY

The applicant must have occupied the damaged property as his or her primary residence at the time of the relevant disaster event. To confirm occupancy, the Program receives a data feed from the tax assessor office in the jurisdiction where the damaged home is located that indicates whether a homestead exemption exists on the property and was in effect at the time of the relevant disaster event. If the property tax records have established ownership and the Parish has granted a homestead exemption, the property is considered to be occupied as a primary residence by the applicant. Alternative documentation for proof of occupancy is outlined below.

- When the third-party data source is unable to verify occupancy, the Program uses the following to establish occupancy (all occupancy documentation must be near the time of the disaster event and be indicative of the structure or unit for which application has been made if more than one unit or structure exists):

- Tax Assessor record for the year of the disaster event demonstrating homestead exemption for the property.
- Copy of federal tax record for the year of the disaster event, signed and submitted 1040 tax return or request for extension in the name of the owner/occupant with the damaged residence address.
- Social Security Award Benefit Letter for the year of the disaster event mailed to the applicant at the damaged residence address.
- Voter registration records submitted together with valid driver's license must match the owner name and address on the RLHP Program application.
- Copy of credit card bill sent to damaged residence dated near the disaster event and matching the owner name and address on the RLHP application.
- Copy of bank statement sent to damaged residence dated near the applicable disaster event and matching the owner name and address on the RLHP Program application.
- Title search results that yield proof of homestead exemption for the year of the disaster event. Must match owner name on the RLHP Program application.
- Copy of electric, gas, water, trash, sewage, cable, internet or landline phone bill. The bill must confirm that service was near the date of the disaster event and must match name and address of the owner/ applicant on the RLHP Program application.
- Copy of homeowners insurance declaration page showing contents coverage in the applicant's name active at the time of the disaster event.

All applicants self-attest at application primary residency of the damaged address at the time of the disaster. In addition, if applicants provide other supporting documentation not listed above that may establish occupancy with the self-certification, it may be submitted for review and acceptance on a case by case basis. For all solutions, applicants execute a grant agreement certifying that the applicant was the owner-occupant at the time of the disaster event event(s).

a) ACTIVE MILITARY DUTY

Active duty military personnel who own a disaster-damaged home in Louisiana but are currently assigned to duty away from their home or were assigned to duty away from their home at the time of the disaster event are eligible to apply.

iii) FEMA REGISTRATION

FEMA registration is a pre-requisite to eligibility. The Program will obtain information directly from FEMA to verify any FEMA assistance the applicant may have received. However, if a notice of condemnation, substantial damage notification, or other notice of requirement to demolish has been issued by a jurisdiction for the damaged property, the applicant can submit the letter to the Program for review for eligibility.

iv) REQUIREMENT TO MAINTAIN FLOOD INSURANCE DUE TO RECEIPT OF PRIOR FEDERAL DISASTER ASSISTANCE

Applicants whose damaged property address is located in a Special Flood Hazard Area (or 100-Year Flood Plain) and who previously received disaster assistance are required to maintain flood insurance on the damaged property as a result of that prior assistance. Failure to maintain flood insurance coverage on a property that previously received federal assistance will result in the applicant being ineligible. The Program will rely on FEMA recorded data to confirm if an applicant has previously received federal aid and has remained compliant with their flood insurance requirements.

v) HOUSEHOLD INCOME LIMITS

The Program will serve all applicants as funding allows and will prioritize applicants with incomes at or below 80% AMI. Household income calculations are based upon the total income of all household members aged 18 years or older. Income determinations will be based on the most recent tax year and correlated to the most recently published HUD income tables, which may be found at www.huduser.gov/portal/datasets/il.html, that account for household size and geographic location. The Program will update the income limit requirements each year based on HUD's yearly income threshold publication.

a) THE PROCESS OF DETERMINING INCOME

Applicants must identify all sources and types of income for household members 18 years or older who are not full time students. Income eligibility is certified at the date of income calculation for Program eligibility and is valid for one year from that date. The grant agreement must be executed within one year of the income certification date or income must be recalculated by the Program.

- At application, the Program will collect and analyze appropriate income documentation for household members through third party verification from The Louisiana Workforce Commission (LWC) or source documentation if required.
    - Source documentation may include one or all of the following:
        - Most recent tax form(s). The Program will use adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual federal annual income tax purposes.
        - The most recent social security and pension income statements, and any other income source documentation.
    - Applicants will need to certify whether or not their income has changed since their most recent tax return information at grant execution.
        - If there has been a change in the applicant's household income prior to grant execution, the Program may allow the applicant to provide additional information such as pay stubs or other proof of income to verify the income change. Changes in income may affect an applicant's phase.

B. PROPERTY ELIGIBILITY CRITERIA

i) GEOGRAPHIC TARGET AREAS

Using its own methodologies from FEMA data, HUD identified the following parishes and/or zip codes as the Most Impacted and Distressed (MID) areas, having sustained the highest level of damage during the hurricane events. Acadia (70526, 70578), Allen (71463), Ascension, Assumption, Beauregard, Caddo, Calcasieu, Cameron, East Baton Rouge, East Feliciana, Iberia, Iberville, Jefferson, Jefferson Davis (70546), Lafayette (70501), Lafourche, Livingston, Natchitoches (71457), Orleans, Ouachita, Plaquemines, Point Coupee, Rapides (71302), St. Bernard, St. Charles, St. Helena, St. James, St. John the Baptist, St. Landry (70570), St. Martin (70517), St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion (70510), and Vernon (71446), Washington, West Baton Rouge, and West Feliciana. In addition to the 39 HUD-identified MID areas from Hurricanes Laura, Delta, and Ida, the state has identified the following parishes as MID areas: Acadia, Allen, Grant, Iberia, Jackson, Jefferson Davis, Lafayette, La Salle, Lincoln, Morehouse, Natchitoches, Rapides, Sabine, St. Landry, St. Martin, Union, Vermilion, Vernon, and Winn.

HUD requires that a minimum of 80% of all funding is spent in these MID parishes.

The home must have been designated as having FEMA IA determined damage, as a direct result of the following disaster events:

- Hurricane Laura, August 27, 2020
- Hurricane Delta, October 9,2020
- Hurricane Ida, August 29, 2021
- Severe Storms, Tornadoes, and Flooding, May 17, 2021

Qualifying Event	Time Period	Disaster Type
Hurricane Laura	August 22, 2020 - August 27, 2020	Wind/Flood
Hurricane Delta	October 6, 2020 - October 10, 2020	Wind/Flood
Severe Storms, Tornadoes, and Flooding	May 17, 2021 - May 21, 2021	Wind/Flood
Hurricane Ida	August 26, 2021 - September 3, 2021	Wind/Flood

ii) STRUCTURE TYPE

To qualify as an eligible structure type, the impacted home must be a single-family home, duplex, town home, modular home, manufactured home, or condominium. Eligible structure types with verified ownership will be considered eligible, regardless of whether the applicant owns the land on which the housing structure is situated. Structure type may be verified by tax card property description and/or during the property damage assessment/inspection process.

a) SPECIAL CIRCUMSTANCES

1. SINGLE FAMILY DWELLINGS

Single family dwellings consisting of up to two units must have at least one unit that is owner-occupied to be eligible for RLHP assistance.

2. DUPLEXES

Single owner: Applicants who own and occupy one unit of a duplex and rent the other unit are eligible to apply to RLHP. The owner of the structure must be an owner-occupant of at least one unit. Structures where both units are used for rental purposes, and the owner is not an occupant of at least one unit, are not eligible. Eligible applicants will be allowed to use RLHP grants to fund the repairs of both units. Reconstruction is only allowed under Solution 2, homeowner managed construction.

Multiple Owners: In situations where there are different owners for each unit, each unit is treated as a separate unit and each owner-occupant is eligible to apply to RLHP for repairs. Reconstruction is not allowed if there are different owners for each unit.

Tenants: The rental portion of the duplex must be vacant at time of application and remain vacant until the project is completed, otherwise the property is not eligible for assistance under the RLHP '20-'21. Applicants are prohibited from evicting existing tenants in order to apply for assistance. Any applicant found to have evicted a tenant in order to participate in the RLHP will be ineligible for assistance and could be held responsible for any damages sustained by the evicted tenant, including any temporary relocation costs. Applicants are required to document, at grant execution, that they have attempted to contact the tenant displaced by the disaster event and offered the repaired rental unit to the displaced tenant, as a right of first refusal.

3. CONDOMINIUMS

Condominium owners who occupy the unit can apply for assistance; however, condominium associations are not eligible applicants to the Program.

Condominium owners who use the condominium unit as rental property are not eligible to apply.

Condominium owner-occupants will be required to have written approval from the condominium association for the Program-approved scope of work.

4. MANUFACTURED HOMES

Manufactured homeowners are eligible to apply for the RLHP regardless of whether the applicant owns the land on which the manufactured home was situated at the time of the disaster or not.

5. BOATS

Boat owners who occupied their boat as a residence are not eligible to apply for the Program.

6. TRAVEL TRAILERS AND RV'S

Travel trailers and Recreational Vehicles (RV's) that are not occupied as a primary residence are not eligible for the program.

7. MIXED-USE BUILDINGS

Mixed-use buildings are ineligible structure types and will not be funded for repair or reconstruction by the Program. For example, a warehouse or business where an applicant has converted a portion of the space to living quarters is ineligible for funding.

8. WATER ACCESS ONLY

Solution 1 construction is not an available solution for homes that are only accessible by water. However, applicants in this circumstance may be considered for Solution 2 using one of the following options: 1) Relocation to a manufactured home outside of the SFHA or 2) Solution 2 homeowner managed construction with an applicant selected Louisiana licensed contractor.

VI. LEVEL AND TERMS OF ASSISTANCE

A. ELIGIBLE AWARD CAP

Maximum awards provided will be adjusted based on any Duplication of Benefit and the activity category (repair, replacement, reconstruction, or reimbursement). The maximum award will be determined by (a) an assessment of the work completed prior to the Program inspection and/or (b) an assessment of work remaining to be completed. Both assessments are based on the cost of building materials as calculated by the Program using national building standard estimating software. Further, the maximum award provided will be adjusted based on any Duplication of Benefit, and activity category (repair or reimbursement). Pricing is subject to change based upon program review and approval and at the Program's discretion.

i) REPAIR MAXIMUM

The award for repair for stick built homes will be determined by an assessment of work remaining to be completed at the time of program inspection. The maximum award program cap is $425,000.

The MHU exterior repair only option will also be determined by an assessment of work to roof and exterior siding wind damage remaining to be completed at time of program inspection.

IBHS Fortified Roof option for both stick built and MHU's would have a maximum addition of $3.75 per sq. ft. allowance for materials and labor with a maximum of 2 Fortified Roof (IBHS) inspections. This option will be presented at the contractor selection stage of the process. If chosen, your award will be recalculated. For you or your General Contractor to find out more about IBHS Fortified Roofing standards please visit the FAQ section of the Restore Louisiana website: restore.la.gov/faqs or restore.la.gov/resources.

ii) RECONSTRUCTION MAXIMUM

The award for reconstruction projects will be determined using a standardized price per square foot method. The Program will estimate the eligible living square footage of the existing home and multiply it by the Program allotted price per square foot. The maximum award program cap is $425,000 for all solutions and the maximum square footage allotment is 2102 sq. ft. for Solution 1 Reconstruction projects.

iii) MANUFACTURED HOME REPLACEMENT MAXIMUM

The Program established maximum allowances for replacement manufactured homes are based on the type of unit damaged, less any duplication of benefits:

- Damaged Single-wide unit: $87,000.00*
- Damaged Double-wide unit: $122,000.00*

***Note**: Inflationary price increase was implemented 10/14/2024 for all active files that had not submitted a purchase contract by that date.

iv) REIMBURSEMENT MAXIMUM

The award for reimbursement will be determined by an assessment of the work completed prior to a Program inspection. The maximum award program cap is $425,000.

B. SOLUTIONS 1-3 AWARD STRUCTURE

Applicants may be eligible for rehabilitation, reconstruction, manufactured home replacement, and/or reimbursement funding. The dollar value of each award is calculated based on the reimbursement estimate and/or the scope of remaining work needed to return the home to a reasonable standard acceptable for occupancy (rehabilitation estimate or reconstruction estimate), less any duplication of benefits. See section VIII (D)(iii) for the Solution 4 Homeowner Buyout Program award structure and section VIII (D)(viii) for award calculations.

i) PROVISION OF FUNDING

Applicants can expect the following payment arrangements for their eligible benefits under the various Program Solutions.

Program Solution	Provision of Funding
Solution 1: Program-Managed Construction	The Program will pay the residential contractors directly. Applicants will not receive any direct funding.
Solution 2: Homeowner-Managed Construction	The Program will issue a single party check to homeowners who manage their own rehabilitation project. The Program may issue a two-party check to the applicant and their Louisiana licensed contractor of choice or manufactured home seller/lien holder if a contractor is hired to complete construction or a manufactured home is purchased by the homeowner.
Solution 3: Reimbursement	The Program will pay applicants for eligible repairs, reconstruction, or manufactured home replacement completed prior to the Program damage assessment.

ii) REHABILITATION OR RECONSTRUCTION AWARD STRUCTURE (PROSPECTIVE WORK)

Applicants who have prospective work, at the time of application, in either the Program-Managed or the Homeowner-Managed solutions may receive up to 100% of their eligible repair award. All awards will be calculated based on the repair estimate, as determined by the Program and based on material and labor costs as calculated by the Program using national building-industry estimating software, less any duplication of benefits up to maximum program cap of $425,000.

Solution 1. Selection of Program-Managed Construction results in the assignment of a Program-selected contractor to perform repair or reconstruction work on the applicant's property. All payments

will be made directly to the contractor. No upgrades are allowed under Solution 1. Prior to receiving an award from the Program for Solution 1, applicants must place in escrow all funding necessary to complete construction on their homes, over and above the grant award, up to the value of the repair or reconstruction estimate. This includes amounts necessary due to duplication of benefits. Applicants may not defer scope that is required by the jurisdiction to meet local building code.

Solution 2. Selection of Homeowner-Managed Construction results in the homeowner either overseeing their own construction project or obtaining professional construction services to complete the work. This will require the applicant to work within program specifications for contractor licensing, as well as providing a project plan prior to closing and program progress and completion inspections. Applicants are financially responsible for any and all upgrades and change orders that are not approved by the Program. Applicants are further responsible for any changes made to their construction contract after the date of grant agreement execution.

Applicants who choose Solution 2 may contribute their own funds above the grant award amount to obtain construction upgrades, but the applicant is responsible for applying all duplication of benefit and/or upgrade costs necessary to complete the scope of work in the construction contract. This is known as the “Homeowner Responsibility.”

Applicants must expend the total amount of their calculated Homeowner Responsibility, prior to any RLHP dollars being used for the project. The Program will inspect the applicant’s property upon notification by the applicant that the Homeowner Responsibility has been spent on construction. Upon verification of completion of work by Program inspectors, the portion of construction fundable through the applicant’s RLHP award will then become available. Program draws will not be funded until scheduled inspections are successfully completed.

Solution 2 Manufactured Housing Unit Repair or Full Replacement Options. Storm damage to manufactured housing often results in serious structural and environmental health hazards for occupants that may not be effectively remediated with rehabilitation activities. Weighing factors such as deterioration potential and rapid depreciation of manufactured housing units, especially units that have been flooded, it has been determined that it is often more cost-effective to replace such disaster-damaged units rather than to rehabilitate them. This determination was founded on the goals of best serving the long-term housing needs of Louisiana’s disaster-affected citizens and protecting homeowners from potential latent environmental health hazards. However, newer manufactured housing units are built to higher construction standards and offer more storm resiliency and energy-efficient options. Therefore, if the damaged MHU is less than 20 years old, did not sustain flood damage at the time of the disaster event, and has remaining repairs that are less than or equal to $50,000 for a single-wide manufactured home or $78,000 for a double-wide manufactured home, the program may provide a repair award for the unit rather than a replacement award.

As part of Solution 2 Manufactured Housing Unit Replacement, applicants should provide a proposed Purchase Agreement to the program to review for the inclusion of full unit set up including removal of damaged unit (if applicable), site prep, transportation and delivery, permits, sales tax, title transfer, elevation certificate and elevation costs (if applicable), ingress / egress to the unit, mechanical, electrical and plumbing installation costs and all interior and exterior 504 / ADA accommodations (if applicable) prior to grant execution. Any alternative plans for installation and set-up included in the grant award but not included in the purchase agreement will require program review and approval. Upon receipt of acceptable installation documentation, the Program may issue a two-party check to the applicant and the MHU seller or lien holder and/or contracted vendors for the purchase of the new unit

and project costs for an amount up to the applicant's eligible award minus any duplication of benefits or total project cost – whichever is less. Payment will be made upon successful inspection of the manufactured home at the applicant's site, verifying purchase and completion of installation. ***Note:*** *Elevation and 504/ADA accommodation allowances are in addition to the Program MHU replacement allowances.* Program allowances for MHU elevations can be found in the Solution 2 Elevation for MHU section VIII (B)(xii) and 504/ADA allowances can be found in Appendix D. If required these allowances will be added based on the actual cost or program cap, whichever is less, after grant execution.

iii) REIMBURSEMENT AWARD STRUCTURE

The Program will reimburse certain eligible expenses for homes that have been repaired, reconstructed, or replaced, prior to application for assistance. The Program will not reimburse applicants for repairs that are not in compliance with Program requirements, or repairs that must be removed to properly repair or replace the damaged property; however, applicants with these property conditions may be eligible for rehabilitation or construction assistance under Solution 1 or Solution 2. Applicants will receive the reimbursement portion of their award following execution of the grant agreement.

All Program applicants who have replaced a damaged MHU prior to application to RLHP are potentially eligible for reimbursement of 100% of eligible costs related to the replacement, up to the Program MHU cap for single or double wide units, less any duplication of benefits.

HUD rules prevent RLHP from reimbursing funds invested into the rehabilitation of a home when application of the Program's policies and procedures results in the replacement of the damaged housing unit with a new unit (manufactured or stick-built). Applicants who have already used FEMA, SBA, NFIP, or other funds to rehabilitate a manufactured home or stick-built home that will be reconstructed are not eligible to be reimbursed for those expenditures.

Applicants who have expended such funding for repair of their home and who will receive a reconstruction or replacement benefit under RLHP may have the expenditures subtracted from any duplication of benefit calculation to reduce or eliminate the duplication. This could increase the applicant's potential award, up to any applicable Program cap. The amount of previously expended funding credited will be based on the Program's assessment of the value of the repairs or replacement resulting from an inspection and the use of the Program's estimating software. Should an applicant disagree with the valuation by the Program, he or she may appeal the grant award prior to acceptance and provide receipts for the repair work performed. All eligible reimbursement amounts will be disbursed to applicants after execution of the grant agreement. Construction does not have to be completed prior to an applicant receiving reimbursement funds if they are Solutions 1, 3 or Solutions 2, 3 applicants who will be further repairing their homes. Applicants who have completed partial or full repairs on their home before applying to the Program may be eligible for reimbursement of eligible expenses incurred prior to the application process up to the completion of the Program Damage Assessment. If an applicant receives reimbursement for completed repairs and it is then determined that the work needs to be redone or the home needs to be demolished and reconstructed, then reimbursement funds must be returned to the program. If the completed work was done as emergency repairs to live in the home, it may offset DOB.

iv) METHODS OF ASSESSMENT TO DETERMINE AWARD

The Program will assess the value of both the prospective work remaining to complete repair, reconstruction, or replacement of the home and the value of work already completed. An inspection of the applicant's damaged property will be required so that the Program can itemize the remaining eligible need and eligible completed work. The Program's inspector will use program-approved estimating software and pricelists to provide estimates of the value of both remaining work and eligible completed repairs. Additional detail on Program estimating practices can be found in Section VII (F) and program pricing can be found on our website. A link to an example pricelist is in Appendix H. Pricing is subject to change based upon program review and approval and at the Program's discretion.

VII. OPERATING PROCEDURES

A. PROGRAM DEADLINES

Throughout the life of the Program, deadlines will be established. These deadlines will relate to the dates upon which the survey and application periods will close, grant agreements must be executed, and construction activities must begin or be completed. Additional deadlines for other Program activities not included in this list may also be established and published in future versions of this document. The program may review post deadline submissions on a case-by-case basis.

The Program survey deadline was August 1, 2023. The Program application deadline was October 31, 2023.

The Small Business Administration (SBA) duplication of benefits (DOB) policy under the DRRA Act expired on October 05, 2023 unless otherwise directed by HUD.

The RLHP requires that Solution 2 applicants initiate construction and at least 1 inspection to document completed progress within 180 days of execution of the grant agreement unless a written hardship extension is requested and approved. Otherwise, the applicant's award may be withdrawn. Solution 2 applicants are also required to complete their repair or reconstruction project within 365 days of grant execution, or the grant may be rescinded.

B. PROGRAM COMMUNICATION WITH APPLICANTS

The Program will ensure that all applicants have updated information regarding the status of their application and award. The Program will use various methods of communication including but not limited to the following:

- Phone calls
- Written correspondence (e-mail, direct mailings, text messages)
- In-person meetings at mobile locations and events
- Mobile-friendly website

For applicants requiring special accommodations, please contact the Section 504 Coordinator at 504Coordinator@restore-la.org.

C. APPLICANT RESPONSIBILITIES

i) APPLICANT FAMILIARITY WITH PROGRAM RULES

Applicants are responsible for reading the Program guidelines contained in this document and any subsequent updates that may be published as well as viewing any Program available videos to understand the processes related to a specific solution choice. Should assistance be required to understand or obtain clarification related to any information in this manual, applicants may contact the Program by calling the Program call center at 866-735-2001. Program representatives will provide support to explain Program requirements for which an applicant needs further information.

ii) APPLICANT RESPONSIVENESS IN DOCUMENTATION AND INSPECTIONS

Documentation:

- Applicants are responsible for actively participating in the process and providing information and /or documentation requested at application to the Program no longer than 60 days from date of application. Applicants are also required to return program phone calls or emails in a timely fashion and allow access to their property for damage assessments, lead-based paint testing (if applicable), and program or jurisdiction progress inspections. It is the applicant's responsibility to keep the Program informed of current contact information and update their records in their account if their mailing address or phone number changes. If income changes, applicants should contact their case manager to determine if updated documentation will be required.
- Applicants should maintain all records, receipts, invoices, and other documentation related to any repairs, construction, or clean-up of the damaged home. The Program reserves the right to request additional documentation and the applicant is obligated to be responsive to these requests and produce such documentation within 60 days of the request. This may include a requirement to submit a copy of the last paid property tax bill. This obligation continues even after all repairs have been completed and all award funds have been distributed to the applicant.

Inspections:

- Applicants are responsible for actively participating in the inspection process and providing access to their property for damage assessments, lead-based paint testing, jurisdiction inspections, and construction progress inspections. The Program will make every attempt to remain in contact with each applicant to schedule or reschedule required inspections. If applicants show a demonstrated pattern of disengagement, the Program will begin the following due diligence process:
  - Three consecutive phone calls within a 7-day time frame, where direct communication with the applicant or their in-file communication designee is not achieved;
  - Email notification of attempted phone calls and request for applicant to make contact with the Program to schedule or reschedule an inspection; and

- After 1 and 2 above have been completed, a final notice letter will be sent via US Postal Service advising applicant of a final 15 day period to schedule the inspection with the Program.

- If after the full succession of these communication attempts an applicant still fails to schedule the required inspection within 15 days of the final notice letter, the applicant will be placed in an inactive status. The applicant will be notified by email and US Postal Service that their project is no longer in an active status. If the applicant does not contact the Program within 30 days of notification of inactive status, the project will be processed for final closure which may include recapture of any previously disbursed grant funds.
- If an applicant denies access to any part of the structure during the damage assessment, they waive the right to receive funding for the uninspected area.
- If an applicant denies access to any part of the structure included in the scope of work during the construction process, it may result in grant being rescinded and recapture of funds paid.

iii) APPLICANT COMPLIANCE WITH PROGRAM STANDARDS

- All applicants are required to stop any repair, reconstruction, or replacement activities they are conducting on their damaged property if notified to do so by the Program. If issued, the stop work order must be followed until the environmental review process is completed. See Section VII (E) (i) for more details on the environmental review and stop work requirements.
- Applicants agree not to transfer the Damaged Home or any interest in the Damaged Home, whether voluntarily or involuntarily, until the rehabilitation or reconstruction to be performed under the Program has been completed.
- Applicants who have chosen Solution 1, Program Managed Construction are restricted from soliciting the Contractors for scope changes, additions, and or deletions during the construction period.
- Applicants must provide access to their property for Program and jurisdiction inspections and construction activities.
- Applicants must adhere to all program deadlines.
- Applicants must vacate their damaged property within the allotted time frame to allow for the completion of construction activities, if required by the contractor. **Moving out of the property shall be the applicant's responsibility and done at the applicant's own expense. If the applicant is required to vacate, it must be done within 30 days of the issuance of the construction Notice to Proceed or the grant may be rescinded.**
- Applicants whose damaged property is located in the 100-year floodplain are required to obtain and maintain flood insurance as a condition of receiving Program assistance. Further, applicants who are required to obtain and maintain flood insurance must do so in perpetuity and must notify subsequent homeowners of this requirement when the home is sold. Additional details on flood insurance requirements and their applicability can be found in each program solution section: Solution 1 see Section VIII (A) (vi); Solution 2 see Section VIII (B) (vii); Solution 3 see Section VIII (C) (iv).

- If elevation is required by the local jurisdiction, the applicant must agree to allow the Program to elevate the home (if Program-Managed reconstruction) or cause the home to be elevated (if Homeowner-Managed reconstruction or MHU Replacement) a minimum of 2 feet above Base Flood Elevation (BFE), 2 feet above Advisory Base Flood Elevation (ABFE), 2 feet above Preliminary ABFE or local municipality requirement whichever is greater. 24 CFR Part 55 requires HUD and Responsible Entities to rely on floodplain maps issued by the Federal Emergency Management Agency (FEMA) to evaluate flood risks and impacts. When FEMA provides interim flood hazard data, such as Advisory Base Flood Elevations (ABFE) or preliminary maps and studies, the program shall use the best available data to determine elevation height requirement. **The program will not fund rehabilitation elevations**. Pier and beam homes may be considered on a case by case basis. Additional information about elevation can be found in each program solution section: Solution 1 see Section VIII (A)(vii); Solution 2 see Section VIII (B) (x), Section VIII (B) (xii); Solution 3 see Section VIII (C) (v).
- If applicable, Solution 1 applicants who have a demonstrated duplication of benefits will be required to escrow all funding above the grant amount, at grant execution.
- If applicable, Solution 2 applicants who must contribute funds to the project must meet their homeowner responsibility (HOR) before Program funds will be disbursed.

D. SURVEY

The survey is the first step in the Program process. Homeowners may register for an account and take the survey online by going to restore.la.gov from any computer, tablet, or smartphone. Homeowners without internet access may register and complete the survey over the phone by calling the Program call center at 866-735-2001.

After the survey, respondents are grouped into Phases based on income, location of damaged property, demographic priorities (age and disability), and current status of repair. Note that some respondents may not be able to be immediately phased. Any respondent who is not phased will be notified by email or text.

E. ENVIRONMENTAL REVIEW

Every project, including all reimbursement, rehabilitation, replacement, and reconstruction projects, undertaken with CDBG-DR funds and all activities related to that project are subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 CFR Part 58. The HUD environmental review process must be completed before any funds are committed through a grant agreement and disbursed for program-eligible activities. No work may start on a proposed project before the environmental review process is completed, even if that work is being done using non-HUD funds. In other words, environmental review must be concluded for each project prior to the firm commitment of federal or non-federal funds to any expenses or contracts related to a project. A violation of this requirement may jeopardize federal funding to this project and disallow all costs that were incurred before the completion of the Environmental Review.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites and to develop procedures to ensure compliance with

regulations pertaining to these factors. All Disaster Recovery CDBG-funded projects and activities must have documentation that they follow NEPA and all other environmental requirements.

Laws and regulations with which the Program must comply include:

- Noise
- Historic Properties
- Coastal Zones
- Environmental Justice
- Floodplains
- Wetlands
- Manmade Hazards
- Water Quality
- Air Quality
- Endangered Species
- Farmland Protection

The Program will attempt to conduct federally required environmental reviews based on the survey data and prior to an applicant's formal application to the Program. Once an applicant has completed a survey and their environmental review is completed by the Program, the applicant will be notified that they are able to apply for the Program, when their designated phase is opened for application. Sequencing the survey, environmental review, and application in this manner significantly reduces the burden on applicants who would otherwise be required to stop work on their damaged homes, upon application to the Program. However, in a limited number of circumstances, this may not be possible and an environmental stop-work order shall be issued.

Any reconstruction or replacement project that will increase the original footprint of the damage structure by greater than 2' in any direction will be subject to further environmental clearances.

Historical properties for all solutions will be reviewed on a case by case basis by the program and SHPO and may require additional clearances or scope.

i) ENVIRONMENTAL STOP-WORK

After submitting an application to the Program, applicants whose environmental review has not been completed are required to stop all ongoing repair work until the environmental review is concluded by the Program. This requirement will be referred to as the "stop-work requirement." Any applicant subject to the stop-work requirement will be notified by their case manager and the applicant will sign an acknowledgement of the stop-work order.

The Program process is defined to eliminate the stop-work requirement, to the maximum extent feasible. To accomplish this, the Program is conducting environmental review after the survey and prior to applicant application to the Program. These reviews are conducted from the right of way and no appointment is scheduled with the applicant. A Program inspector will take photographs of the property and note any visible environmental conditions. All Program inspectors will carry an RLHP identification badge.

The Program is currently designed so that only homeowners with a completed survey and a completed environmental review may apply for assistance. Therefore, in most cases, the environmental stop-work requirement will not apply. However, in rare cases when an applicant relocates to another location a new environmental review will be ordered and the applicant will be subject to the stop-work order.

Exceptions to the "stop-work requirement" may be allowed in the event an applicant entered a written contract with a residential or home improvement contractor prior to applying to the Program. In such cases, the applicant may be allowed to continue the work outlined in the written contract, as it was described and executed prior to the applicant's application to the Program. However, in such cases an

applicant may not enter into new contracts, engage additional laborers, execute any change orders to existing contracts, or purchase materials after application to the Program and prior to completion of an environmental review. Failure to comply with the "stop-work requirement" or eligible exceptions to the "stop-work requirement" may result in an applicant's ineligibility to the Program for all or partial funding. Applicants should consult with the Program prior to making any additional contract decisions during the mandatory stop-work period.

Applicants that have submitted an application to the Program and who have been given the stop work order, but do not stop work on repairs, are at risk of not being eligible for funding.

ii) LEAD BASED PAINT HAZARDS

Homeowners who will be rehabilitating their damaged homes through Solutions 1-3 that are stick-built homes, not reconstructions, and whose home was constructed prior to 1978 and have not had major renovation or lead based paint mitigation performed, may be subject to a Lead Based Paint (LBP) Assessment during the application process.

Applicants will be provided with an EPA pamphlet entitled "Protect Your Family from Lead in Your Home". A copy of this brochure may be downloaded now at: epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf

F. REPAIR AND RECONSTRUCTION ASSESSMENTS

Assistance is provided to applicants based on the Program's assessment of the cost to repair or reconstruct the damaged home. The Program's inspectors will conduct Damage Assessments to provide the scope of work (SOW) of the cost to repair or reconstruct an impacted home. Due to a limitation of funding available to the state, the Program will assess applicants' costs of repairs or reconstruction at an economy/standard grade of materials within the cost estimates. Therefore, it is likely that the Program's assessment of the value of repairs or reconstruction will be lower than other assessments that an applicant may have, whether from SBA, NFIP, a private residential or home improvement contractor or another third-party entity. The Program will rely solely on its assessment of the cost of repairs or reconstruction. Examples of program pricelists for eligible expenses is included on our website and a link is available in Appendix H. This is not appealable.

RLHP provides grant assistance to address disaster related damages. RLHP does not provide assistance for deferred maintenance other than that required to ensure a habitable home, protect the investments being made through the Program, and/or for damages that may have occurred during the construction process or subsequent to the disaster. Further, certain items are not covered. See VII (G) (b) for details.

For those applicants who are disabled or who share a dwelling with disabled household members, an allowance above the program cap may be available for interior and/or exterior special accommodations, not in the standard repair estimate. The request for these accommodations must be made during the Damage Assessment and/or prior to grant acceptance. 504/ADA accommodation allowances can be found in Appendix D.

For more information about special accommodations and scope modifications for disabilities, please contact the 504 Coordinator at 504Coordinator@restore-la.org.

i) SOURCES OF COST ESTIMATING DATA

Prices for construction material and labor vary, often significantly, among suppliers and contractors. This is often true both regionally and within the same city. To ensure consistency and fairness throughout the affected parishes, RLHP has selected Xactware's Pricing Data Service and Xactimate Cost Estimating Software. Xactware's Pricing Data Service reports and validates cost information based on actual prices and transactions (e.g., completed bids) that have occurred recently in an impacted area. Xactware pricing data reflects insurance industry standards; prices are comprehensive and have been independently researched. Xactimate provides pricing data for different regions within Louisiana (Alexandria, Baton Rouge, Houma, Lafayette, Lake Charles, Mandeville, Monroe, New Orleans, and Shreveport).

ii) PROGRAM PRICE LIST SELECTION

The Program will use Xactimate pricing data at the time of program start date for the region in which the damaged home is located to estimate costs. Sales tax will be included based on local jurisdictional tax rates. Pricing updates are subject to change based on program review and approval. Pricing updates are considered at the Program's discretion. See Appendix H or the program website for an example Program Pricelist. Applicants are encouraged to review this prior to grant closing.

iii) ELIGIBLE GRADE OF CONSTRUCTION MATERIALS

The eligible grade of materials allowed for the Program is an economy/standard grade of building material. The pricing software identifies the eligible grade of materials for this program as "Xactimate XL."

For Solution 2 projects that subscribe to either the IBHS Fortified Roof repair or IBHS Fortified Gold reconstruction standards at Contractor Selection, a per square foot allowance will be added to the grant award for materials and labor as a change order post-closing. Applicants and General Contractors can find out more about IBHS Fortified Gold Reconstruction standards at FORTIFIED Home Fundamentals.

iv) QUALITY STANDARDS

RLHP is designed to provide assistance to as many applicants as possible, to bring their home to a reasonable, livable standard and/or obtain a Certificate of Occupancy (COO) if needed . However, the approach outlined in this section also ensures the most serious and significant issues standing in the way of home repairs can be addressed. In most cases, RLHP assistance may not restore affected Louisiana homes to pre-disaster conditions and the Program is not intended to replace damaged materials with the same quality or grade of material previously present in the home. The Program will provide assistance for the basic repair of damages but may not address damages or replace items that are not storm-related. This approach also reflects the limited funding available to RLHP.

In some instances, applicants may feel that their repairs are complete. If an applicant wishes to proceed without completing the minor repairs, the applicant may certify their repairs as complete and waive the entirety of their remaining eligible repairs as observed by the inspector. In doing so, the applicant would be eligible for their reimbursement award only.

v) OBTAINING INFORMATION ABOUT DAMAGES

a) PHYSICAL INSPECTION

The RLHP damage assessment and cost estimate process relies primarily on physical inspection and, where repair work is underway or completed, information and documentation from the applicant about what was present before the disaster, what was damaged during the disaster, and what work has been completed. Dated photographs and reports from insurance adjusters are helpful supplements to RLHP determinations of damage when damages are in question.

b) IDENTIFYING QUESTIONABLE INFORMATION AND POTENTIAL FRAUD

The Damage Assessment process permits Damage Assessors to provide details and to record situations where they believe an applicant is providing information that warrants further review.

- Questionable and/or inconsistent information provided to the Program will be noted in Xactimate software to determine further review by quality control staff or construction specialists. Potentially fraudulent information such as undamaged items being reported by the applicant as damaged is recorded and referred to a Fraud Review team to determine whether there is reason to believe the applicant intended to deceive the damage assessor. If the review confirms potential fraud the case is referred to the RLHP's Anti-Fraud, Waste, and Abuse (AFWA) Group.
- Observations that require policy interpretation, for example, damage caused by a fire that took place at the time of the disaster, are recorded and reviewed by the Program for eligibility.

vi) DAMAGE ASSESSORS AND THEIR ROLE

Damage Assessors receive training on how to perform Damage Assessments consistent with RLHP protocols, policies, and procedures. The training includes sessions on eligible housing components, how to determine and measure the physical compensable area, and how to use the Xactimate tools and software to assess home damage and create repair, reconstruction, and replacement cost estimates. Estimators also receive training on ethics and fraud prevention.

The role of the Damage Assessor is to collect sufficient data from a damaged property to estimate the damage and/or cost to repair the eligible damages. The Damage Assessor assesses the overall condition of the structure, conducts a room-by-room inspection of the disaster-damaged areas and takes measurements and photographs to document the extent of the damage. The Assessor inspects, measures, sketches, and photographs the entire home. The Damage Assessor does not make grant decisions and does not communicate information about the status of applications to the applicant.

vii) DAMAGE ASSESSMENTS VERSUS INSURANCE INSPECTIONS

RLHP Damage Assessments differ from an insurance inspection in several important ways. First, insurance adjusters typically perform an independent assessment of damages that does not consider applicant input. Because in many cases the applicants have either completed repairs or have started the repairs when the RLHP Damage Assessor visits the property, applicants may provide information to the Damage Assessor. Second, an insurance company typically replaces damaged items with like

items. RLHP provides cost allowances for repairing or replacing eligible disaster-related damages consistent with Program standards, using the most cost-effective approaches and materials, where possible. These costs are based on items likely to be in an average house with average amenities. For example:

- An insurance company would typically replace custom windows with custom windows, while RLHP provides a standard allowance for an average grade window for every applicant regardless of the quality or cost of the original damaged element.
- Certain housing components may be limited to one per residential unit. For example, each home can receive assistance for only one kitchen regardless of how many kitchens the home may have had prior to the disaster event(s).
- RLHP does not provide assistance to applicants for unpermitted additions, non-contiguous foundations, detached structures including garages, carports, mother-in-law quarters, sheds, fences, swimming pools, landscaping, etc. or decks larger than necessary for ingress and egress to the home even though these items are typically covered by insurance claims.

viii) REPAIR ESTIMATES

Repair values are calculated based on the cost of materials included in building industry software prices used by the Program and MHU Program cost limits, not actual expenses incurred by the applicant.

Repair estimates are component-by-component assessments of damages to the home using Xactimate assessment tools and software. Damages are assessed in only those areas that are in the common area under roof—no detached structures or structures attached by lean-to or breezeway are eligible for assessment. The Program performs repair estimates on structures that are safe to enter and not demolished or partially demolished. Estimates are generated by Xactimate software based on the information collected by the Damage Assessor. If no work has been completed prior to application to the Program, then only a Repair Estimate is required. If an applicant has completed repairs on their home prior to application to the Program, then only a Reimbursement Estimate is required. If an applicant is partially complete with repairs at the time of application to the Program, then the applicant will require both a Repair and a Reimbursement Estimate.

Estimates are reviewed for correctness and completeness, prior to being used to calculate RLHP benefits. The “correctness” review ensures that the applicant information (name, address, RLHP Identification Number, etc.), structure type, eligible rooms, and damages are listed. The “completeness” review includes checks to ensure that all field data is included in the applicant’s damage assessment file, including the reimbursement estimate (if applicable), repair estimate, photographs, GPS coordinates and site sketches.

ix) RECONSTRUCTION ESTIMATES

Reconstruction estimates are calculated based on a pre-determined cost per square foot that the Program has identified by examining current market conditions for new home construction. This is not the same as the cost that the applicant would incur if he or she were to rebuild their existing home with the existing finishes. It is the allowable cost the Program may incur to rebuild the home and may result in a home of lesser square footage and lower grade finishes than the applicant’s pre-storm home.

Reconstruction estimates are based on the total area of the eligible rooms of the home, excluding unpermitted additions, non-contiguous foundations, carports, garages, and porches, as identified in the

repair estimate up to the maximum square footage allotment per solution type or maximum program cap. Unattached structures and structures attached by a breezeway are excluded.

Reconstruction estimates may be performed on all homes that are unsafe to enter or have been partially demolished and and are the only type of estimate performed when a home has been completely demolished.

- Unsafe to Enter – Unsafe to enter conditions may include but are not limited to: structures whose load bearing walls, columns, or other support components have been compromised; structures that have strong industrial or chemical odors or vapors emanating from the home; or structures that have been marked by the local parish or fire authority as being unsafe to enter. If any of these conditions or similar conditions exist and they have not been marked by local authorities, the assessor should attempt to reach the local Department of Property Standards or the Fire Department while on-site to determine if the building has been condemned or designated as unsafe to enter. The site will be documented by the Program damage assessor with photos and a written description of its known status. These files are required to be verified by LOCD's QA/QC contractor before moving forward in grant calculation
- Demolished structures – If a structure has been demolished or partially demolished, the Assessor may conduct a reconstruction estimate only. The Assessor takes photos to document the condition and measures the footprint and area eligible for reconstruction.

If the area eligible for reconstruction cannot be established by the Damage Assessor (for example a 100% destroyed home with a cleared foundation), the RLHP will work with the applicant to obtain the missing information from:

- Pre-disaster event appraisal or real estate sales documents;
- Parish tax assessor information;
- Insurance estimates;
- Photographs; and/or
- Aerial photographs.

The Program may use other approved methods to establish eligible reconstruction area and the reconstruction estimate when documentation from onsite inspection is unavailable.

Information collected to verify square footage of homes from sources other than the home estimate must be provided to the Program. Collection of the documentation is primarily the applicant's responsibility.

The Program makes the final decision on the eligibility of an applicant and, if eligible, the structure type and square footage used for grant calculation.

Therefore, the reconstruction estimate will be based on the total area (as defined above) minus any attached garage square footage. This calculation will result in the eligible reconstruction square footage. Solution 2 and Solution 3 projects where total allowable (as defined above) square footage reconstructed is less than the allowable square footage of the original structure, the award will be based on the applicable square foot price per allowed square foot of the reconstructed structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution,

minus any duplication of benefits - whichever is less. If the reconstructed total allowable (as defined above) square footage is greater than the allowable square footage of the original structure, the award will be based on the applicable square foot price per allowed square foot of the original structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution, minus any duplication of benefits - whichever is less). The Program allotted reconstruction price per square foot can be found in Appendix D.

The eligible reconstruction square footage is multiplied by the applicable square foot cost factor - plus 20% overhead, minus any duplication of benefits - to establish a replacement allowance for the home, including the cost for elevation up to three (3) feet, if required. For elevations between two given height values: 1'-3' elevation is included in the applicable square foot cost factor; elevations >3' & <6', use the 6' elevation row and applicable allowable square footage; >9', requires OCD review and approval. In cases where the project's allowable square footage is between two given square footage columns on the elevation allowance table (see Solution 1 Section VIII (A)(vii); Solution 2 Section VIII. B (x) or VIII (B) (xii)), the value of the cost per square foot corresponding to the lower square footage of the two shall be utilized.

x) MANUFACTURED HOME ESTIMATES

Calculation of an applicant's eligible award for manufactured home replacement is based on the size category (single wide or double wide) of the damaged structure. If any portion of a structure is a manufactured home, the entire structure will be classified as a manufactured home for purposes of the RLHP. Manufactured homes where the homeowner has constructed attachments, no matter how extensive such attachments may be, will be treated as manufactured homes, either singlewide or doublewide, regardless of the additions. Only the original portion of the manufactured home is eligible for reimbursement or repair considerations, additions or attachments are not eligible to be scoped for reimbursement or repair.

xi) STICK-BUILT REIMBURSEMENT ESTIMATES

Reimbursement estimates, similar to Repair Estimates, are component-by-component assessments. However, unlike a Repair Estimate, a Reimbursement Estimate is an assessment of the value of completed repairs rather than an assessment of damages remaining. Both assessments are produced through the use of Xactimate assessment tools and software. Potential eligible reimbursement costs are assessed by total area of the eligible rooms of the home, excluding carports, garages, and porches, as identified. Un-attached structures and structures attached by a breezeway are also excluded.

The Program performs reimbursement estimates on homes where either partially completed repairs or fully completed repairs are present. Estimates are generated by Xactimate software based on the information collected by the Damage Assessor.

Estimates are reviewed for correctness and completeness prior to being used to calculate RLHP benefits. • The "correctness" review ensures that the applicant information (name, address, RLHP Identification Number, etc.), structure type, total living area, and repairs are listed.

The "completeness" review includes checks to ensure that all field data is included in the applicant's file, including the Reimbursement Estimate (if applicable), Repair Estimate, photographs, GPS coordinates and site sketches.

xii) DECIDING WHICH ESTIMATES TO USE (REPAIR VS. RECONSTRUCTION)

For applicants who receive both a reconstruction and a repair estimate, RLHP determines which cost estimate to use in the award calculation by determining the relative percentage of the cost of repairing the home to the cost of reconstructing the home. The relative percentage is determined as follows:

- (Repair Estimate divided by Reconstruction Estimate) x 100 = relative percentage of cost of repair to cost of reconstruction
  - If the relative percentage of RLHP damage is less than 80% of the reconstruction amount, the repair estimate is used for calculating the cost of rehabilitation of the damaged structure. The project will proceed as a rehabilitation project.
  - Occasionally exceptions may occur that may convert a rehabilitation project to a reconstruction project. For instance, any unforeseen structural conditions identified and confirmed by the Program's structural engineer after execution of the grant agreement may result in a project cost increasing to or above the 80% threshold. Additionally, structures that have been determined to be substantially damaged or condemned by a governing municipality may be converted to a reconstruction project. Files that meet any of the aforementioned criteria will be reviewed on a case-by-case basis.
  - If the relative percentage of RLHP damage is equal to or greater than 80% of the reconstruction amount, the reconstruction estimate is used to calculate the cost of reconstruction of the damaged structure.
  - Elevation costs for a rehabilitation project are not included in the 80% threshold calculation.

Note: If an applicant receives reimbursement for completed repairs and it is then determined that the work needs to be redone or the home needs to be demolished and reconstructed, then reimbursement funds must be returned to the program. If the completed work was done as emergency repairs to live in the home, it may offset DOB.

a) CONSTRUCTION

The Program's construction activities will comply with Green and Resilient Building Standards as described in Federal Register (FR) 6326-N-01 and all Solution 1 Reconstructions will be built to IBHS Gold Fortified standards. Solution 2 applicants may also choose to reconstruct using IBHS Gold Fortified standards and if chosen the requirements of the standard must be reflected in the project plans. The State of Louisiana has also adopted the ENERGY STAR Certified Home standard for projects that were substantially damaged or where reconstruction is required. Homes that were not substantially damaged must apply the HUD CPD Green and Resilient Building Retrofit checklist to all work undertaken as a part of the Program. For construction projects completed, under construction, or under contract prior to the date that assistance is approved for the project, adherence to the applicable standards to the extent feasible is encouraged, but not required. Further, products and appliances replaced as part of the rehabilitation work must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances. RLHP will include in its construction estimates the necessary materials, products, and labor needed to meet Program-required Green Building Standards. Adherence to the applicable Green and Resilient

Building Standard will be verified at each construction draw inspection. Should an applicant or an applicant's contractor fail to comply with the applicable Green and Resilient Building Standards, the work is not eligible for payment under the Program.

Where open permits are identified and documented, the applicant may be required to close the open permits or execute a scope affidavit prior to payment. If documented open permits are not addressed, the Program may pause processing consistent with Program procedures, and rescind the grant award.

b) RECONSTRUCTION ALLOWANCE

Replacement allowances for reconstruction estimates are based on:

- The program approved allotted price per square foot, as noted in Appendix D, times the square footage of the eligible living area of the original damaged structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of the grant execution minus any duplication of benefits - whichever is less. For Solution 2 and Solution 3 projects where total allowable (as defined in Section VII (F)(ix)) square footage reconstructed is less than the allowable square footage of the original structure, an award will be based on the program approved allotted price per square foot of the reconstructed structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution minus any duplication of benefits - whichever is less. If the reconstructed total allowable (as defined in Section VII (F)(ix)) square footage is greater than the allowable square footage of the original structure, an award will be based on program approved allotted price per square foot of the original structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution minus any duplication of benefits - whichever is less.
    - The program approved allotted price per square foot, as noted in Appendix D unit rate is based on replacing an impacted home with a home of modest, standard condition. It is not intended to compensate an applicant for replacement of a custom or semi-custom home. The unit rate does not include the value of the land and only calculates the cost to rebuild at a modest level.
    - The program approved allotted price per square foot allowance includes demolition of the previous structure, a driven pile foundation elevated to 3' framed, built to Green Building and economy/standard grade as outlined in RLHP '20-'21 Construction Standards or Xactimate Pricing Tables and applicable tax. Historical properties must be reviewed prior to demolition by the program and SHPO.
    - Where applicable, the Program will calculate the additional costs necessary for complying with the applicable elevation standards above three feet (3') and up to nine feet (9'). The cost to elevate >3' and up to 9' will be based on the allowable square footage or elevation contract cost, whichever is lower. Elevations greater than 9' must be approved by OCD. This may be priced separately: see elevation tables by solution: Solution 1 Section VIII. (A) (vii), Solution 2 Section VIII (B) (x), or Section VIII (B) (xii).
- Excavation, framing, roofing, MEP, HVAC, utility service, interior finish work, and up to nine-hundred seventy-eight (978) square feet of crushed aggregate driveway or seven hundred and fifty (750) square feet of concrete driveway where aggregate is not allowed by jurisdiction are included in the program approved allotted price per square foot unit rate.

Historical properties for all solutions will be reviewed on a case by case basis by the program and SHPO and may require additional clearances or scope.

- During construction, a homebuilding contractor may discover unforeseen conditions requiring additional repair or alternative construction practices that were not included in the repair award. If approved, a change order will be added to the scope of work and award. Only unforeseen conditions may result in a change order to the scope of work and award, subject to Program review and approval. These changes may be positive, meaning an increased award, or they may be negative, meaning a decreased award. **Applicants should read their award letter and grant agreement carefully for additional requirements.**

- **Under Solution 1 Program-Managed Construction**, the Program offers specific new house designs in varying square footage configurations. RLHP has established a minimum and a maximum square footage and will not provide customized home designs. The Program will determine which floor plan size each applicant requiring reconstruction is eligible to use by evaluating the original damaged structure's eligible square footage and determining if it is within 50% of the lowest square foot plan in the range. If the eligible square footage of the damaged structure is within the allowable variance, the lower square footage plan set will be selected. If the eligible square footage of the damaged structure exceeds the allowable variance, then the Program will select the next higher square foot available model. The Program-Managed construction will build the home to IBHS Fortified Gold standard and the Energy Star Certified Home standard. For homes in the SFHA that require elevation, the Program will rebuild the home such that the lowest habitablefloor is at least two (2) feet above BFE, two (2) feet above the ABFE, two (2) feet above the preliminary ABFE, or as required by the local jurisdiction, whichever is higher. In the event that the Solution 1 home model chosen for a reconstruction does not fit on the lot and a variance is not approved by the local jurisdiction, a model that will fit within the required setbacks will be substituted. Historical properties for all solutions will be reviewed on a case by case basis by the program and SHPO and may require additional clearances or scope.
- **Solution 2 applicants** who will be managing their own reconstruction project must hire a Louisiana licensed residential general contractor. The applicant must submit the design drawings to the Program, along with their construction contract, contractor's information, and permits prior to beginning construction activities. There is no square footage limitation on a Solution 2 reconstruction project. However, the Program will only pay the Program-determined reconstruction award based on allowable square footage noted above. For Solution 2 projects where total allowable (as defined above in Section G (a) square footage reconstructed is less than the allowable square footage of the original structure, an award will be based on the program approved allotted price per square foot of the reconstructed structure. If the Program reconstructed total allowable square footage is greater than the allowable square footage of the original structure, an award will be based on the program approved allotted price per square foot of the original structure. The applicant is responsible for any costs over and above the Program award at the time of grant execution. Any amount of necessary funding that exceeds the Program award must first be paid by the applicant before any Program funds are disbursed. If the home is in the SFHA, the applicant is responsible for ensuring that the home is built such that the lowest floor at the time of grant execution is two (2) feet above the BFE, two (2) feet above the ABFE, two (2) feet above the preliminary ABFE, or as required by the local jurisdiction, whichever is higher. **Be sure to**

read your award letter and grant agreement carefully for additional Solution-specific requirements.

- RLHP will evaluate the applicant's submitted design drawings to verify that the elevation requirements have been incorporated into the new home's design. If IBHS Fortified Gold building standards are used, they should also be evident in the new home's design plans. The applicant must also provide a final elevation certificate demonstrating that the home was built to the Program requirement of two (2) feet above the BFE, two (2) feet above the ABFE, two (2) feet above the preliminary ABFE or as required by the local jurisdiction, whichever is greatest. The applicant must also build the home to energy efficient standards and provide proof that the new home has achieved Energy Star Certified Home status. If IBHS Fortified Gold standards are used, the applicant must provide final certification in order to receive the additional cost of $3.75 per square foot to build to the standard.

c) REPAIR ALLOWANCES

The repair allowances described in this section are general descriptions provided to assist applicants with understanding the type of repairs that may be allowable. The following descriptions are not comprehensive. Applicants should refer to Appendix H for more detailed pricing and scoping information.

Repair allowances for estimates are based on component-by-component damage estimates. The following sections include information about the units of measurement and limits of eligibility for the most common repairs and improvements. Only damaged elements or components allowed to be repaired or replaced under Program requirements will be included in the estimate. Complete specifications and allowances (other than allowances explicitly indicated below) are incorporated in the Xactimate software used to estimate costs.

1. UNITS OF MEASUREMENT

During the damage assessment, conventional units of measurements and quantities— e.g., square feet and linear feet—are generally used to determine quantities of materials damaged or requiring replacement.

2. SITE IMPROVEMENTS

d) ELEVATION COSTS

- Stick-built (Single Units, Doubles, Town Homes) homes within the Special Flood Hazard Area that are pier and beam and required by local code to be elevated will be considered for eligible projects. Please see (Solution 1 Section VIII. (A) (vii), Solution 2 Section VIII (B) (x)). for Elevation Allowance Tables.
- Stick-built (Single Units, Doubles, Town Homes) homes outside the Special Flood Hazard Area that are pier and beam and required by local code to be elevated may be considered for eligible projects. Please see (see Solution 1 Section VIII. (A) (vii), Solution 2 Section VIII (B) (x)) for Elevation Allowance Tables.
- Manufactured homes required by local code to be elevated may be considered on a case by case basis. Please see Section VIII (B) (xii) for RLHP MHU Elevation Allowance Tables.

e) GARAGES

Attached garages and carports that are included in the common area under roof are eligible for damage assessment repair estimates; however, the square footage of these areas will not be included in the calculation for the reconstruction estimate. Detached garages connected to main house via a breezeway or lean-to are not eligible for Program assistance.

f) EXTERIOR SURFACES ON HISTORIC PROPERTIES AND/OR PROPERTIES IN HISTORIC DISTRICTS

To the extent that eligible properties are designated historical by SHPO or are located in historical districts, they will be eligible for assistance for historically-appropriate exterior surfaces.

g) EXTERIOR CLADDING

Allowances assume that all siding and trim will be brought to an intact, weather proof state, within limits as further detailed in the attached pricing index.

h) EXTERIOR RAILING AND STEPS

Allowances will assume that handrails will be present on one side of all interior and exterior steps or stairways with more than two risers and around porches or platforms over 30" above ground level. It is also assumed that railing repairs will be historically sensitive, and that steps and stairs will be structurally upgraded to current building code requirements.

Allowances assume that existing railings that do not meet the current code will be removed and replaced with preservative treated lumber that meets requirements of the local historic structures commission. It is also assumed that replacement steps and stairways will be constructed of preservative treated lumber in conformance with the current required building codes.

i) EXTERIOR PAINTING – SIDING AND TRIM

Only replaced or repaired exterior siding and trim receive a paint allowance. Painting allowances are not provided for cosmetic purposes, such stained or discolored surfaces that are undamaged. The allowance assumes that all replaced exterior siding surfaces will be properly sealed and weatherproofed. Siding and trim will be primed and covered with two coats of acrylic latex paint.

1. WINDOWS AND DOORS

j) INTERIOR (PASSAGE) DOORS

Allowances assume that a hollow core, pressed wood product door with bedroom lockset, a jamb, and casing will be used.

k) EXTERIOR DOORS

Allowances assume that all replacement doors will be metal exterior doors. However, if a home requires specific door types due to the historic nature of the home, as determined by the State Historic Preservation Office (SHPO), doors will conform to the SHPO requirements. It is further assumed that steel doors may be installed at entrances not visible from the front street, and that dead bolt locks will be installed on all doors. Replacement allowance includes all necessary

jambs, casing, stain or paint, and hardware. Side-lite grade is assumed to be consistent with door grade.

l) WINDOWS

A replacement window and appropriate decontamination of the frame is eligible for Program assistance when evidence of disaster-related damage or health and safety issues are present. Allowances assume that windows will be weather tight, include a locking device and will operate freely.

Allowances assume that double glazed vinyl windows that meet minimum Energy Star® requirements will be used; historically similar windows will be used when required by SHPO. Allowances do not include shutters, security grates or metal bars.

1. ROOFING

Deteriorated and actively leaking roofs will be eligible for repair.

Architecturally appropriate materials will be used on historic properties when required by SHPO. Refer to Appendix D for details. If a total roof replacement is required, Solution 1 Program Managed construction will build to IBHS Fortified roof Standards. Solution 2 applicants may also build to these standards and must provide IBHS Fortified Roof certification in order to receive the additional program allowance of $3.75 per square foot to build to the standard.

2. INSULATION

A. Insulation

Allowances assume that damaged attic areas and crawl space will be insulated.

Allowances assume that the entire building will conform to the required energy code upon completion. Wall insulation thickness will conform to the home's rough framing dimensions.

B. Kitchen Ventilation

Allowances assume that all kitchen hoods or exhaust fans will be exterior ducted.

3. INTERIOR AREAS

m) ELIGIBLE REPLACEMENT ITEMS

Interior components are eligible for replacement at the RLHP quality standards amounts established by Xactimate cost estimating software and pricing guide. Replacement appliances shall be Energy Star® compliant.

n) ACCESSIBILITY IMPROVEMENTS

Assistance for accessibility improvements for disabled applicants or household members is available upon request by the applicant, disabled household member, or a family member or legal representative of a disabled family member. Any accessibility features that were present in the home of a disabled person and destroyed or damaged by the disaster(s) will be assessed for replacement.

o) INTERIOR WALLS AND CEILINGS

Allowances assume that holes, cracks and deteriorated and un-keyed plaster and drywall will be repaired to match the surrounding surfaces.

p) FLOORING

Allowances assume that baths will receive vinyl plank/sheet goods over plywood underlayment. Kitchens will be vinyl plank/sheet goods over plywood underlayment. Other rooms may be carpet or vinyl with appropriate underlayment or pads. Refer to attached price list for details.

q) KITCHEN

Allowances assume that complete kitchens include economy/standard grade pre-finished cabinetry, plastic laminate countertop, sink, stove/oven, range hood with light or over the range microwave with light if previously existing, dishwasher and combined refrigerator/freezer unit. Dishwashers are eligible for replacement. If lower cabinetry is damaged, the lower cabinets and upper cabinets are both eligible to be replaced.

r) BATHROOMS

Complete bathrooms include metal faucets and, toilets, vanity, sink, fiberglass tub/shower unit, exhaust fan with heater, door, and medicine cabinet.

1. ELECTRICAL

s) SPECIALIZED CIRCUIT BREAKERS

Allowances assume that non-functioning ground fault circuit interrupters (GFCI) will be replaced. Basement and kitchen receptacles within 6 feet of a sink, and all bath and garage receptacles and at least one exterior receptacle will be protected by a GFCI.

t) PASSAGE LIGHTING

Allowances assume that all common halls and stairways between living space will be well lit.

u) SMOKE DETECTORS

Allowances assume that smoke detectors will be installed on each dwelling floor, and in each room and hallway per code requirements, when the Program identifies remaining repairs to be performed. Carbon monoxide (CO) detectors will be installed on all fuel burning furnaces when remaining repairs are to be performed.

v) INTERIOR ELECTRIC DISTRIBUTION

Allowances assume that exposed knob and tube will be replaced. Every room will have a minimum of two duplex receptacles, placed on separate walls and one light fixture or receptacle switched at each room entrance. Where the source wiring circuit is accessible (e.g., first floor above basements, in gutted rooms, etc.), receptacles will be grounded. All switch, receptacle, and junction boxes will have appropriate cover plates. Wiring shall be free from hazard and all circuits will be properly protected at the panel. Floor receptacles will be removed and a metal cover plate installed. Exposed conduit is assumed in some cases. It is further assumed that when a room's wall finishes are removed and repaired, uncovered electrical systems will be rewired to the latest version of the current required code.

It is assumed that all wiring, receptacle, switches, etc. below the inundation level will be replaced.

Allowances assume that all rooms will be rewired to the latest version of the required code using historically correct (when required) or economy/standard grade fixtures and devices. It is assumed that a rewire of room or house will include smoke alarms.

w) SERVICE AND PANEL

When damaged or required to be upgraded by code, allowances assume that two hundred (200) amp service with a main disconnect panel containing at least 30 circuit breaker positions will be installed. Attached garages may be fed with up to 100-amp sub panels.

1. PLUMBING SYSTEM

x) WATER HEATERS

Allowances assume that high efficiency water heaters will be installed. No more than two water heaters will be allowed per home.

y) WATER SUPPLY

Allowances assume that all inoperable or leaky main shut off valves will be replaced. Damaged lead pipe and damaged galvanized pipe will be replaced.

1. HEATING, VENTILATION, AND AIR CONDITIONING

A. Heating and Air Conditioning

For houses with central air and heat, each applicant can receive assistance for up to two air conditioning units per structure.

For homes without central cooling, an allowance is provided for window units. There is no cap on the number of window units (only damaged units are replaced), but the total assistance for window units cannot exceed the maximum replacement allowance for a complete HVAC unit.

B. Fireplaces and Chimneys

Damages to fireplaces and chimneys, are not eligible for assistance. Fireplace inserts are eligible.

2. REPAIR ALLOWANCES: DUPLEXES AND TOWNHOMES

If at the completion of the project, a reasonable standard acceptable for occupancy cannot be achieved without repairing portions of the structure over which the owner has no control, the project cannot move forward if or until those issues are resolved. RLHP uses the same repair allowances and units of measures for duplexes and town homes that are used for single-family homes, with the following modifications.

- Roof: Individual units receive a pro-rata share of the cost of the roof and associated components such as insulation. If units are identical, the allocation is the same for all units.

If units are not identical and therefore the roof, foundation, and other structural components are not equally shared, Estimators are instructed to make their best field estimate to fairly apportion those components.

- Wall Sharing: Town homes receive an allowance to repair/replace the damaged interior walls of their unit. End units of a town home structure are eligible to receive allowances for repairing or replacing up to three damaged exterior walls; middle units in a town house structure are eligible to receive allowances for repairing or replacing up to two damaged exterior walls.
- Interior Components: Interior components of a town home are evaluated using the protocols and allowances established for single-family detached structures.
- Common Area Elements Not Listed Above: The following three protocols will be used to allocate common area components not specifically addressed above:
    - Pro-rata Square Footage. The total square footage of the eligible area is measured and calculated for the entire townhouse, excluding utility and garage space. Each living unit is measured for its pro-rata share of the compensable square footage. This ratio, expressed as a percentage, is used to prorate the common building components that are equally shared, for example, insulation, exterior siding, site improvements, utility services, and exterior porches.
    - By Ownership and Use Agreement. Components that can be allocated by use or ownership to a specific unit are included in that unit's calculation. For example, if an owner of a town home, per a lease agreement, has use of an attached garage, then that unit receives damages attributable to the garage. Similarly, if the owner of the town home uses an entire eligible interior utility room for storage, it is included in the primary user's calculation of damages.
    - By Unit. Individual building components that are clearly associated with the unit, for example, doors and windows, are included in the individual unit's count.

3. REPAIR ALLOWANCES: CONDOMINIUMS

If at the completion of the project, a reasonable standard acceptable for occupancy cannot be achieved, without repairing portions of the structure over which the owner has no control, the project cannot move forward if or until those issues are resolved.

The condominium parcel repair estimate will consist of an Estimate of the applicant's unit and an Estimate of the common elements as declared in the condominium declaration or bylaws. RLHP will use the repair allowances and units of measurement for condominium units and common elements that are used for other structure types (single-family homes, duplexes, and town homes).

4. STRUCTURAL DAMAGE ASSESSMENTS

A. Structural Damage Definition

Structural damage, a term used by structural engineers, refers to a situation where a load carrying structural member of a home that is part of the permanent fabric of the building is

broken or otherwise damaged so that it cannot carry or transmit the loads it was intended to carry. Only a licensed structural engineer is able and capable of assessing valid structural damage to a home.

B. Structural Damage:

The Program will arrange for a licensed structural engineering analysis when there is an indication of structural damage observed or suspected by either the construction contractor or the damage assessor.

G. DUPLICATION OF BENEFITS

Section 312 of the Stafford Act, as amended, generally prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster for which such person, business concern, or other entity has received financial assistance under any other program or from insurance or any other source.

To comply with Section 312, the Program must ensure that each activity provides assistance to a person or entity only to the extent that the person or entity has a disaster recovery need that has not been fully met.

The RLHP will use the best, most recent available data sources from FEMA, the Small Business Administration (SBA), insurers, and any other sources of local, state, and Federal funding to prevent the duplication of benefits. Where data sources are not directly available from such entities, the Program may rely on applicant-provided documentation and third-party verification processes.

RLHP applicants are subject to the requirements Federal Register notice(s) explaining the duplication of benefit requirement (84 FR 28836 and 84 FR 28848, published June 20, 2019 or other applicable notices).

The following are sources of funding assistance provided for structural damage and loss that are considered a duplication of benefits and under federal law must be deducted from the grant assistance amount:

i) FEMA INDIVIDUAL ASSISTANCE (FEMA IA)

FEMA IA assistance may be provided for home repairs. In the cases where applicants have received assistance for home repairs, that amount will be considered a duplication of benefits by the Program.

Verification: FEMA IA will be determined and verified by RLHP through the FEMA NEMIS database. If RLHP is unable to verify the FEMA IA amount through the FEMA NEMIS database, RLHP will use the payment amount provided by the applicant at the time of application. If an applicant can provide documentation demonstrating that the FEMA IA amount provided by the FEMA NEMIS database includes amounts not paid to cover structural loss, RLHP will use the documentation provided by the applicant to adjust the FEMA IA payout amount. The documentation provided by the applicant must come from FEMA.

ii) FEMA NATIONAL FLOOD INSURANCE PROGRAM (NFIP) INSURANCE

Payments for loss to dwellings under NFIP insurance policies are deducted from the grant the applicant is eligible to receive. Payments for contents, other structures or other non-repair or reconstruction expenses are not deducted from the applicant's funding assistance award.

Verification: The Program will collect flood insurance payment information from the applicant through the application process. In addition, the Program will work directly with NFIP to verify the information provided by the applicant.

Exception:

- **Forced Mortgage Payoff**: Insurance proceeds taken by a mortgage company as a forced mortgage payoff will not be counted as a duplication of benefits as long as the applicant provides a letter from their mortgage company validating that they had no legal control over the funds and the mortgage payment was involuntary. RLHP will attempt to verify this information with the applicant's mortgage company. Voluntary mortgage payoff using insurance proceeds is a duplication of benefits that will be counted in an applicant's award calculation.
- **Contractor Fraud**: Homeowners who have filed a civil or legal complaint of contract fraud may be considered for a duplication of benefit reduction with supporting documentation. Contractor fraud complaints will not be considered due to "shoddy work" or contracted work performed not meeting the homeowner's expectation. Homeowner(s) must provide evidence of payment(s) made to contractor/builder demonstrating the attempt to properly use reconstruction/repair proceeds. Additionally, the homeowner(s) must provide proof that the rebuilding/repairs were not completed (photos showing current condition of home, current estimate of reconstruction/repairs from a new contractor, etc.). Homeowner(s) must also provide evidence that the proper authorities have been notified of the contractor/builder accused of fraudulent practices. In addition to proof of payment, homeowners should have one of the following documents available to support the contractor fraud claim to the program:
    1. Filed fraud report with attorney general's office
    2. Police Report
    3. Filed complaint with Louisiana State Licensing Board for Contractors. Note: If a civil or criminal suite is in process applicant must provide applicable information.
- **SBA**: On June 14, 2019, HUD issued updated guidance regarding Small Business Administration (SBA) loans as a duplication of benefits. SBA duplication of benefits is defined below according to FR- 6169-N-01. **All grants for 2020-2021 disasters executed prior to October 5, 2023, will be eligible for the SBA DOB relief as described below. This amendment sunsets on October 5, 2023, unless otherwise directed by HUD**.

Federal law requires that SBA loans for repair of the damaged dwelling to be counted as a duplication of benefits only in limited circumstances:

- For applicants with AMI less than 120%, any disbursed loan amount is considered subrogation and is due and payable to SBA as per the SBA loan agreement. Once repairs

are verified as complete, funds subrogated to SBA will be paid by the Program directly to SBA on behalf of the applicant. Applicants may not request subsequent draws from the undisbursed portion of the loan after grant execution.

- All RLHP terms and conditions must be met prior to issuance of a check for the disbursed portion of the SBA loan. For instance, Solution 2 applicants must demonstrate that they have met their homeowner's responsibility in full prior to SBA receiving disbursement funds. Additionally, evidence of sufficient flood insurance must be provided to the Program per RLHP guidelines.

Verification: RLHP will obtain a data feed provided by SBA to verify all approved amounts for SBA loans. The Program will collect specific information from SBA that breaks out the approved SBA loan amounts into the different categories of assistance (e.g. real property, personal property, vehicles, etc.). Any disbursed amount for real estate repair, reconstruction or elevation (if required) from SBA is considered a subrogation and will be factored into the applicant's award.

iii) PRIVATE INSURANCE

All property or casualty insurance, including flood, settlement amounts for loss to dwellings are deducted from the applicant's funding assistance award. Private insurance payments for contents or other expenses are not deducted from the applicant's funding assistance award. Insured applicants are required to file a claim.

Verification: Insurance proceeds are initially determined by RLHP through applicant provided information. Program applicants will authorize the Program to contact third-party private insurance providers to verify information provided by the applicants within their applications. Third party re-verification will only occur if the applicant self-attests a claim has been filed and the applicant is unable to provide a claim summary.

Exception: Insurance proceeds taken by a mortgage company as a forced mortgage payoff will not be counted as a duplication of benefits as long as the applicant provides a letter from their mortgage company validating that they had no legal control over the funds and the mortgage payment was involuntary. Voluntary mortgage payoff using insurance proceeds is a duplication of benefits that will be counted in an applicant's award calculation.

Warning: Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729

iv) OTHER FUNDING

Funding received for the same purpose of a RLHP grant such as funding provided by a non-profit entity to assist applicants with demolishing or rebuilding their home must be reported by applicants through the application process and must be accounted for and verified by the Program. In addition, the support documentation related to other duplicative funding sources will be provided by the applicant and verified and applied as a duplication of benefits by the Program.

H. AWARD CALCULATION (SOLUTIONS 1-3)

Applicants Impacted by One Disaster Event (Laura, Delta, Ida, or the Severe Storms, Tornadoes, and Flooding of May, 2021). Below are the steps used in how the Program will calculate an

applicant's award if the applicant was affected by one of the eligible disaster events. Using the damage assessment from the inspection, the Program will:

1. Identify Eligible Reimbursement Scope of Completed Construction Work (Reimbursement ECR)
2. Identify Eligible Remaining Repair Costs/Need and assign program allowances (Repair ECR)
3. Identify all Potentially Duplicative Benefits received (DOB)
4. Calculate to Determine Maximum Allowable CDBG-DR Award Available as Reimbursement, Repair and the amount that will be required from the applicant as either Escrow or Homeowner Responsibility for the grant

Eligible Repair Costs/Need: The Program will determine an eligible repair estimate using information from the damage assessment inspection. The repair estimate will be valued based on economy/standard grade materials and industry- standard labor costs. If the homebuilding contract between the applicant and homebuilding contractor is based on higher standards than those assessed by the state, the state will use the value of the Program's assessment as the basis for the eligible repair estimate.

Calculating Potential Duplication of Benefits: If an applicant is requesting reimbursement from the Program, all duplication of benefits expended prior to reimbursement will be calculated and deducted from the reimbursement award.

If an applicant is requesting reimbursement and rehabilitation, all duplication of benefits expended will be deducted from the reimbursement award. If duplication of benefits expended is greater than the reimbursement award, then the remainder of the duplication of benefits will be deducted from the rehabilitation award.

If an applicant is only applying for rehabilitation award, then the full duplication of benefits will be accounted for at the time of the rehabilitation award calculation. The duplication of benefits check will be completed prior to the execution of the grant agreement and again prior to the processing of the final draw of funds.

All duplication of benefits funding must be accounted for prior to the applicant receiving an RLHP award. Applicants participating in Solution 1, must place all duplication of benefits funding in the Program's escrow account. Further guidance on escrow accounts will be provided by the Program.

The following tables provide formulas and sample calculation of Solutions 1-3 Awards.

Calculation Variable Legend			
S1RA	S1 Repair Award	ECR	Estimated Cost of Repairs
S2RA	S2 Repair Award	ECRWOH	Estimated Cost of Repairs with Overhead
S3RA	Reimbursement Award	DOB	Duplication of Benefits
REIMB	Reimbursement Estimate	EDOB	Excess Duplication of Benefits
REIMBWOH	Reimbursement Estimate with Overhead	HOR	Homeowner Responsibility (S2)
REIMBBSBA	Reimbursement Award before SBA	SBAREIMB	SBA for Reimbursement
ESC	Escrow (S1)	SBADOB	SBA DOB

Solution 1 Repair Award without Reimbursement (Solution 1 only)

Duplication of Benefits is equal to or greater than the Reimbursement Estimate but less than the sum of the Reimbursement Estimate and the Estimated Cost of Repairs. This scenario includes cases with no Duplication of Benefits and/or no Reimbursement Estimate.

S1RA = (REIMB – DOB) + ECR
ESC = ECR – S1RA

Example Award Calculation	
Reimbursement Estimate (REIMB)	$25,000.00
Reimbursement Estimate Overhead (20%)	$5,000.00
Reimbursement Estimate w/ Overhead (20%)	$30,000.00
Total Duplication of Benefits (DOB)	$35,000.00
Reimbursement Award (S3RA)	**$0.00**
Excess Duplication of Benefits (to be applied towards Repair Costs)(EDOB)	*$5,000.00*
Estimated Cost of Repairs (ECR)	$40,000.00
Excess Duplication of Benefits (EDOB)	*$5,000.00*
Repair Award (S1RA)	**$35,000.00**
Escrow Required (ESC)	$5,000.00

Award cannot exceed program cap of $425,000

Solution 1 Repair Award with Reimbursement (Solution 1, 3)

Scenario: Duplication of Benefits is less than the Reimbursement Estimate.

S3RA = REIMB – DOB
S1RA = EDOB + ECR
ESC = ECR – S1RA

Example Award Calculation	
Reimbursement Estimate (REIMB)	$25,000.00
Reimbursement Estimate Overhead (20%)	$5,000.00
Reimbursement Estimate w/ Overhead	$30,000.00
Total Duplication of Benefits (DOB)	$10,000.00
Reimbursement Award (S3RA)	**$20,000.00**
Excess Duplication of Benefits (to be applied towards Repair Costs)	*$0.00*
Estimated Cost of Repairs (ECR)	$40,000.00
Excess Duplication of Benefits	*$0.00*
Repair Award (S1RA)	**$40,000.00**
Escrow Required (ESC)	$0.00

Award cannot exceed program cap of $425,000

Solution 2 Repair Award without Reimbursement (Solution 2 Only)

Scenario: Duplication of Benefits is equal to or greater than the Reimbursement Estimate with Overhead but less than the sum of the Reimbursement Estimate with Overhead and the Estimated Cost of Repairs with Overhead.

S3RA = REIMBWOH – DOB
S2RA = (ECRWOH – EDOB)
HOR = ECRWOH – S2RA

Example Award Calculation	
Reimbursement Estimate (REIMB)	$25,000.00
Reimbursement Estimate Overhead (20%)	$5,000.00
Reimbursement Estimate with Overhead (REIMBWOH)	$30,000.00
Total Duplication of Benefits (DOB)	$35,000.00
Reimbursement Award (S3RA)	**$0.00**
*Excess Duplication of Benefits (EDOB)**	*$5,000.00*
*(to be applied toward repair costs)	
Estimated Cost of Repairs (ECR)	$40,000.00
Estimated Cost of Repairs Overhead (20%)	$8,000.00
Estimated Cost of Repairs with Overhead (ECRWOH)	$48,000.00
Excess Duplication of Benefits	*$5,000.00*
Repair Award (S2RA)	**$43,000.00**
Homeowner Responsibility (HOR)	$5,000

Award cannot exceed program cap of $425,000.00

Solution 2 Repair Award with Reimbursement (Solution 2, 3)

Scenario: Duplication of Benefits is less than the Reimbursement Estimate with Overhead.

S3RA = REIMBWOH – DOB
S2RA = ECRWOH – EDOB
HOR = ECRWOH – S2RA

Example Award Calculation	
Reimbursement Estimate (REIMB)	$25,000.00
Reimbursement Estimate Overhead (20%)	$5,000.00
Reimbursement Estimate with Overhead (REIMBWOH)	$30,000.00
Total Duplication of Benefits (DOB)	$10,000.00
Reimbursement Award (S3RA)	**$20,000.00**
Excess Duplication of Benefits (to be applied towards Repair Costs)(EDOB)	*$0.00*
Estimated Cost of Repairs (ECR)	$40,000.00
Estimated Cost of Repairs Overhead (20%)	$8,000.00
Estimated Cost of Repairs with Overhead (ECRWOH)	$48,000.00
Excess Duplication of Benefits	*$0.00*
Repair Award (S2RA)	**$48,000.00**
Homeowner Responsibility	$0

Award cannot exceed program cap of $425,000

Solution 3 Reimbursement Award (Solution 3 Only)

Scenario: Duplication of Benefits is less than the Reimbursement Estimate with Overhead and all repairs are complete.

S3RA = REIMBWOH – DOB

Example Award Calculation	
Reimbursement Estimate (REIMB)	$25,000.00
Reimbursement Estimate Overhead (20%)	$5,000.00
Reimbursement Estimate with Overhead (REIMBWOH)	$30,000.00
Total Duplication of Benefits (DOB)	$10,000.00
Reimbursement Award (S3RA)	**$20,000.00**
Excess Duplication of Benefits (EDOB)*	*$0.00*
*(to be applied towards Repair Costs)	
Estimated Cost of Repairs (ECR)	$0.00
Excess Duplication of Benefits (EDOB)	*$0.00*
Repair Award	**$0.00**
Homeowner Responsibility	$0.00

Award cannot exceed program cap of $425,000

Solution 2 Award - Reimbursement to SBA from Reimbursement Award Only (Solution 2, 3)

Scenario: Duplication of Benefits is less than the Reimbursement Estimate with Overhead with SBA DOB for applicants with AMI < 120.0%.

S3RA = REIMBWOH – DOB
S3RA2SBA = S3RA – SBARRL
S3RA2APP = S3RA –S3RA2SBA
S2RA = ECRWOH – EDOB
HOR = ECRWOH – S2RA

Example Award Calculation	
Reimbursement Estimate (REIMB)	$25,000.00
Reimbursement Estimate Overhead (20%)	+$5,000.00
Total Reimbursement Estimate with Overhead (REIMBWOH)	=$30,000.00
Total Duplication of Benefits (DOB)	-$9,000.00
Total Reimbursement Award (S3RA)	=$21,000.00
SBA Repair/Reconstruction Loan (SBARRL)	$10,000.00
Reimbursement Award paid to SBA (S3RA2SBA)	**$10,000.00**
Reimbursement Award paid to applicant (S3RA2APP)	**$11,000.00**
Excess Duplication of Benefits (to be applied towards Repair Costs)(EDOB)	*$0.00*
Estimated Cost of Repairs (ECR)	$40,000.00
Estimated Cost of Repairs Overhead (20%)	+$8,000.00
Total Estimated Cost of Repairs with Overhead (ECRWOH)	=$48,000.00
Excess Duplication of Benefits	*$0.00*
Total Repair Award (S2RA)	**$48,000.00**
Homeowner Responsibility	$0

Award cannot exceed program cap of $425,000

Solution 2 Award - Reimbursement to SBA from Reimbursement & Repair Award (Solution 2, 3)

Scenario: Duplication of Benefits is less than the Reimbursement Estimate with Overhead with SBA DOB for applicants with AMI < 120.0%.

S3RA = REIMBWOH – DOB
S3RA2SBA = S3RA – SBARRL
S3RA2APP = S3RA –S3RA2SBA
S2RA = ECRWOH – EDOB
HOR = ECRWOH – S2RA
S2RA2SBA = S2RA – RSBARRL
S2RA2APP = S2RA – S2RA2SBA

Example Award Calculation	
Reimbursement Estimate (REIMB)	$25,000.00
Reimbursement Estimate Overhead (20%)	+$5,000.00
Total Reimbursement Estimate with Overhead (REIMBWOH)	=$30,000.00
Total Duplication of Benefits (DOB)	-$9,000.00
Total Reimbursement Award (S3RA)	=$21,000.00
SBA Repair/Reconstruction Loan (SBARRL)	$30,000.00
Reimbursement Award paid to SBA (S3RA2SBA)	**$21,000.00**
Reimbursement Award paid to applicant (S3RA2APP)	**$0.00**
Excess Duplication of Benefits (to be applied towards Repair Costs)(EDOB)	*$0.00*
Remaining SBA Repair/Reconstruction Loan to be paid from grant proceeds (RSBARRL)	*$9,000.00*
Estimated Cost of Repairs (ECR)	$40,000.00
Estimated Cost of Repairs Overhead (20%)	+$8,000.00
Total Estimated Cost of Repairs with Overhead (ECRWOH)	=$48,000.00
Excess Duplication of Benefits	*$0.00*
Remaining SBA Repair/Reconstruction Loan to be paid from grant proceeds (RSBARRL)	*$9,000.00*
Total Repair Award (S2RA)	**$48,000.00**
Repair Award paid to SBA (S2RA2SBA)	**$9000.00**
Repair Award paid to applicant (S2RA2APP)	**$39,000.00**
Homeowner Responsibility	**$0**

Award cannot exceed program cap of $425,000

Solution 2 Repair Award without Reimbursement to SBA (Solution 2, 3)

Scenario: Duplication of Benefits is less than the Reimbursement Estimate with Overhead with SBA DOB applied to DOB calculation for applicants with AMI > 120.01%

S3RA = REIMBWOH – DOB – SBADOB
S2RA = ECRWOH – EDOB
HOR = ECRWOH – S2RA

Example Award Calculation	
Reimbursement Estimate (REIMB)	$25,000.00
Reimbursement Estimate Overhead (20%)	+$5,000.00
Total Reimbursement Estimate with Overhead (REIMBWOH)	=$30,000.00
SBA DOB	-$1,000.00
DOB from all other sources	-$9,000.00
Total Reimbursement Award (S3RA)	**=$20,000.00**
Excess Duplication of Benefits (to be applied towards Repair Costs)(EDOB)	*$0.00*
Estimated Cost of Repairs (ECR)	$40,000.00
Estimated Cost of Repairs Overhead (20%)	+$8,000.00
Estimated Cost of Repairs with Overhead (20%) (ECRWOH)	=$48,000.00
Excess Duplication of Benefits	*-$0.00*
Total Repair Award (S2RA)	**=$48,000.00**
Homeowner Responsibility	$0

Award cannot exceed program cap of $425,000

I. ESCROW/HOMEOWNER RESPONSIBILITY

Applicants in Solution 1 (only) who have a demonstrated duplication of benefits will be required to escrow all funding above the grant amount, at grant execution. A Notice-to-Proceed will not be issued and construction may not proceed until verification of deposit in escrow of all funds in excess of the grant award. All applicants requiring escrow will be provided with escrow instructions prior to closing on their grant. Applicants who cannot fulfill their escrow obligations prior to grant execution may be eligible for scope deferment. Reference the Scope Deferment Policy in Section VIII (A) (iv) for more information.

Applicants in Solution 2 (only) who must contribute funds to the project will be required to spend personal all duplication of benefits received for repair from other sources on the project prior to receiving Program funds. When construction milestones are met, it is the applicant's responsibility to contact the Program to schedule an inspection. The Program will conduct a site inspection to ensure funds received have been spent on the project and that the remaining work can be completed with the Program funds. Only then will grant funds be disbursed to complete construction. Applicants who cannot fulfill their homeowner responsibility obligations may be eligible for scope deferment if no payments have been issued by the Program. Reference the Scope Deferment Policy in Section VIII (B) (vii) for more information.

J. GRANT AWARD ACKNOWLEDGMENT NOTIFICATION

Once the applicant has completed the application process, including submitting all required documentation, has been determined eligible and has had an award calculation conducted, an award acknowledgment notification will be issued electronically. The award acknowledgment notification provides the applicant with information about their potential eligible award, award calculation, their damage assessment documentation, and the appeals process. (See Appendix F.) Applicants have 60 days to either accept their award, request an award consultation, or file an appeal. Once the award has been accepted, homeowners may no longer file an appeal.

K. GRANT EXECUTION

Prior to grant execution, applicants will be encouraged to watch program available videos explaining the grant requirements and documents. Most grant executions will be conducted via video conference, however an in-person grant execution at the housing assistance center or mobile event, may be arranged when necessary. Applicants will execute separate grant agreements with the Program, for each of their qualifying Solutions, at the time of grant execution. Grant agreements require applicants to comply with the Program requirements. If there are multiple owner-occupants, only one must execute the grant agreement(s). The Program will accept properly executed Power of Attorney documents to assist owner-occupants who cannot attend the grant execution. Sample grant agreement documentation is included in Appendix G.

For applicants utilizing a combination of solutions, a separate grant agreement must be executed for each solution. All self-certified information may be investigated by the Program or by HUD at a later date. Applicants are under an obligation to comply with any Program request for verifying documentation that supports a self-certification, even after awards have been granted and applicant files have been closed.

Applicants whose property is located within the SFHA are required to obtain and maintain flood insurance on their property, as a condition of receiving award assistance from RLHP. Failure to maintain flood insurance on the property will result in the subject property being disqualified from receiving any future federal disaster recovery assistance. Further, applicants receiving award assistance have an affirmative obligation to notify any future purchaser of the property of the obligation to obtain and maintain flood insurance in perpetuity. Please refer to Section V (A) (iii) of this manual for additional details related to the flood insurance requirements that are contained in the Program's grant agreement that must be executed in order to receive grant assistance.

i) REPAYMENT OF DUPLICATIVE ASSISTANCE

All duplicative funding received must be remitted to or accounted for, regardless of when it is received by the applicant. If applicants receive additional funding for the same purpose as the RLHP award (permanent repair to storm damaged home) even after and RLHP award is executed, the applicant is required to report the additional funding to the Program. By accepting the award, applicants agree that they will report any duplicative funds to the Program whenever received. Upon receipt of a report that benefits have been received that were not reported in the grant calculation, the Program will recalculate the applicant's award and provide instructions as to whether such funds must be used in construction prior to additional funding by the Program (Solutions 1 and 2), whether the applicant's award will be reduced by such amount (Solution 3), or whether the applicant must remit such amounts to the Program. A copy of the Program's subrogation agreement can be found in Appendix G.

ii) RECAPTURE

An applicant may be required to repay all, or a portion of the funds received. The reasons for recapture include but are not limited to the following:

- An applicant is determined to have provided false or misleading information to the Program;
- An applicant does not complete reconstruction [or meet compliance]; and/or
- An applicant does not report the receipt of additional insurance, SBA, FEMA, non-profit assistance and/or any other duplication of benefits received after calculation of the award.

L. APPEALS, COMPLAINTS, AND GRIEVANCES

i) APPEALS

A thorough process will be implemented to allow for RLHP appeals. The appeals process will be provided on the Program website, and a copy will be included electronically with each applicant's award determination or ineligibility letter. Applicants must file an appeal within sixty (60) calendar days after the date of the award determination notification or ineligibility letter.

All applicants may submit appeals electronically by logging into their account on eGrants. Once a file reaches Award Acknowledgement, Zero Award, or Ineligible status, the applicant will have the option to choose Appeal on the Award Acknowledgement, Zero Award, or Ineligible screen in eGrants. If an applicant requires assistance with filing an appeal, they can choose Consult on the Award Acknowledgement, Zero Award, or Ineligible screen in eGrants and an RLHP Case Manager will be able to file the appeal on their behalf. Applicants can file an appeal for one of the following reason codes:

a) Program eligibility

b) Grant calculations prior to execution of grant agreement

c) Repair or Reimbursement Estimates limited to measurements of the home and quantities of damaged materials only

d) Duplication of benefits

Applicants may not appeal policies that have been approved and incorporated by the Program, such as the Program's process for assessing the value of materials eligible under the Program. In addition, applicants are not allowed to appeal the award amount after grant execution. Further, statutory and regulatory requirements/guidelines may not be appealed.

Regardless of the reason(s) an applicant files an appeal, the entire file will undergo a full review. Applicants should be aware that this full file review may result in positive or negative changes to the eligibility status or an increase or decrease from the previous award amount. Such variations in the final award are necessary to ensure that the home is properly repaired and that the Program only pays for work that is necessary, reasonable and within Program guidelines. In any instance of a decrease in the actual cost of the repair or reconstruction, the grant award and disbursements will be reduced to reflect the reduction in repair or construction costs. **Read your award letter and grant agreement for additional Solution-specific requirements.**

ii) COMPLAINTS

A complaint can be filed by any interested party that takes issue with the programmatic, operational, or construction administration activities of the Program. Typically, complaints originate from an individual who is experiencing some difficulty with Program services, including eligibility, intake process, grant award calculation, closing, or construction activities. The Program will provide a response to the interested party's complaint within fifteen (15) working days within receipt of the complaint.

Complaints can be submitted in one of the following ways:

- Via online by visiting the Program website to complete an online complaint form by visiting: www.restore.la.gov/grievance
- By calling the Program hotline at 866-735-2001 to receive assistance from a Customer Service Representative (CSR)
- Via U.S. mail to Attention: RLHP Applicant Relations Department, 11100 Mead Road Baton Rouge, Louisiana 70816

iii) GRIEVANCES

a) Solution 1 applicants may submit grievances with their Solution 1 contractor by completing an online form at www.restore.la.gov/grievance. See section VIII. A (ix).

b) Solution 2 applicants, see Section VIII (B) (xv).

VIII. PROGRAM SOLUTIONS

A. SOLUTION 1: PROGRAM MANAGED CONSTRUCTION

Applicants may choose to have the Program manage and complete the construction process for the rehabilitation or reconstruction of damaged homes. The Program will contract with a pool of residential homebuilding contractors and assign them to perform the Program-approved scope of work at the property. Applicants will be required to enter into grant agreements with the state. No upgrades to appliances, materials, or finishes are allowed under Solution 1. All reconstructed homes will be built raised to a minimum of 3' with driven timber piles as per design. If prohibited by jurisdiction or required by Prime Contractor Engineered site specific foundation plan, concrete stabilization foundation with contiguous footings is allowable but may not be individual spot-piers, with a minimum elevation of 3' unless required by the jurisdiction to build higher.

The state will pay a maximum of two (2) draws against the grant proceeds directly to the Louisiana licensed contractor as requested by the homebuilding contractor at 50% and 100% of construction completion. Construction progress and quality will be monitored throughout each project and payment of each progress draw is contingent upon successful inspection by the Program. In the event that an applicant disagrees with the payment of a homebuilding contractor for completed work, the Program reserves the right to have a third-party inspection performed by the independent QA/QC contractor. Should the QA/QC contractor find that the quality of the work is consistent with Program standards, the Program may issue the homebuilding contractor the payment regardless of applicant approval. Applicants who have chosen Solution 1, Program Managed Construction are restricted from soliciting the Contractors for scope changes, additions, and or deletions during the construction period.

i) SOLUTION 1 CONSTRUCTION STANDARDS

Construction standards applicable to all Solution 1 repair and reconstruction activities can be found in Appendix D.

ii) SOLUTION 1 RECONSTRUCTION REQUIRES APPLICANT OR CO-APPLICANT APPROVAL

In the event of a Solution 1 reconstruction project, only the applicant or co-applicant are required to execute the grant agreement as well as provide consent for demolishing the damaged structure prior to execution of the grant agreement. RLHP is not liable for any dispute arising between owner-occupants and non-occupant owners.

iii) SOLUTION 1 MOVE OUT

During a pre-construction walk through with the applicant or their POA or communication designee, and a Program-Managed Contractor (PMC), it will be determined if the scope of work will require the applicant to vacate the property during the construction activities. If the Program determines that the necessary construction activities are extensive in nature and would create an undue hardship on the PMCs ability to perform the scope of work or would endanger the health and safety of the applicant, then the applicant will be required to personally vacate the property for the period of time required to complete the scope of work. If the Program determines that no undue hardship or health and safety issue is presented by the anticipated repair work, the applicant will not be required to personally vacate

the property. The determination of whether or not an applicant will need to vacate the property is not appealable. All Solution 1 Reconstructions require the applicant to vacate the property prior to and during the demolition and reconstruction process. Applicants cannot move back into the reconstructed home until notified by the Program in writing.

Moving out of the property shall be the applicant's responsibility and done at the applicant's own expense. **If the applicant is required to vacate, it must be done within 30 days of the issuance of the construction Notice to Proceed or the grant may be rescinded**. Reconstruction projects require that any items a homeowner wants to keep must be removed from the premises prior to demolition. Any items remaining will be disposed of as part of the demolition.

If an applicant has no means to acquire interim housing or no immediate resources available to temporarily move in with, the applicant can notify their case manager for potential alternate options available from non-profit organizations, the Louisiana Housing Corporation, or Restore LA Interim Housing Assistance Program (Section X).

iv) SOLUTION 1 REPAIR AND RECONSTRUCTION SCOPE DEFERMENT POLICY FOR REDUCING DUPLICATION OF BENEFIT CONTRIBUTIONS

Applicants who are required to contribute funds to the project due to identified duplication of benefits may have the option to defer scope of the project prior to grant execution. The calculated value of the approved deferred scope will reduce, and in some cases eliminate, the amount the applicant is responsible for bringing to escrow for Solution 1. Scope deferment is inclusive of line items related to finishes and/or non-essential for occupancy such as interior painting for walls, ceilings, and baseboards/trim. Scope required by the local jurisdiction building code cannot be deferred.

In instances of Solution 1 Program- Managed Reconstruction, the RLHP will construct a dwelling based off of an approved and assigned floorplan that is chosen based on the square foot configuration of the applicant's damaged residence. The RLHP will review and confirm what scope items can be deferred from the floorplan in an effort to reduce or eliminate the applicant's escrow requirements.

v) SOLUTION 1 504/ADA ACCOMMODATIONS

For those applicants who are disabled or who share a dwelling with disabled household members, an allowance above the Program cap may be available for interior and/or exterior special accommodations, not in the standard repair estimate for both stick-built homes and manufactured housing units. The request for these accommodations must be made prior to grant execution.

For more information about special accommodations and scope modifications for disabilities, please contact the 504 Coordinator at 504Coordinator@restore-la.org.

vi) SOLUTION 1 REQUIREMENT TO MAINTAIN FLOOD INSURANCE

If the damaged home, repaired, or reconstructed Solution 1 home is located in a Special Flood Hazard Area (SFHA), any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as

determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program.

For the purposes of this Program, the full insurable value of the structure is the total project cost at grant execution for the applicant. Failure to maintain flood insurance in perpetuity will result in an applicant being ineligible for future disaster relief.

Upon the sale or transfer of the property, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property in perpetuity. If the applicant(s) fail to provide such notice, applicant(s) maybe liable to the United States for future disaster assistance related to the property.

a) FLOOD INSURANCE VERIFICATION FOR SOLUTION 1 REPAIR PROJECTS IN A SFHA

The full insurable value of a repair project will be based upon the Program's final total project cost at grant execution. In the event of a post-closing increase to the total project cost, the applicant may be required to provide an updated policy. Evidence that the damaged home is covered by the Program's required flood insurance amount if the damaged property is in a Special Flood Hazard Area (SFHA) must be provided at the grant execution. A declaration sheet or ACORD form describing the coverage, or an application for flood insurance along with a paid receipt from the applicant's insurance company will be sufficient evidence to satisfy this requirement. Flood Zone maps can be found at http://maps.lsuagcenter.com/floodmaps/

If flood insurance is required but not available due to the disrepair of the damaged home, the applicant(s) must submit proof that insurance coverage was denied prior to or at grant execution. Proof of sufficient flood insurance coverage must be provided prior to or at final inspection if coverage was denied.

b) FLOOD INSURANCE VERIFICATION FOR SOLUTION 1 RECONSTRUCTION PROJECTS IN A SFHA

The full insurable value of a reconstruction project will be based upon the Program's final total project cost, upon which the final disbursement is based. Evidence that the reconstructed home is covered by the Program's required flood insurance amount can be provided prior to or at final inspection. In all cases, proof of flood insurance must be provided prior to delivery of the new home to the applicant.

vii) SOLUTION 1 ELEVATION

Homes will be evaluated for elevation on a case-by-case basis. Elevations will be considered in the following circumstances:

- Properties located within the floodplain that are required to be elevated by local ordinance and the local code enforcement officials' determination that a property is substantially damaged or will be substantially improved; or
- Properties outside of the floodplain which are required to be elevated by local ordinance as part of a reconstruction.

- Reconstructed homes not in a SFHA will be driven timber piles as per design. If prohibited by jurisdiction or required by Prime Contractor Engineered site specific foundation plan, concrete stabilization foundation with contiguous footings is allowable but may not be individual spot-piers, elevated to a minimum of 3' above ground unless required by the jurisdiction to build higher.
- Damage residence footprint may not be increased by more than 2' in any direction from the original footprint or will be considered new construction and require additional environmental clearances prior to start of new construction project.

If local code, ordinance, or code enforcement official requires elevation of a home and that home has a slab-on-grade foundation, the only option for assistance under the RLHP Disasters of 2020 - 2021 Solution 1 Program will be reconstruction with elevation. The RLHP will not elevate slab-on-grade structures under Solution 1.

Note: Dirt fill as an elevation method is not eligible under the RLHP and will not be funded under any Program solution.

See below for the Solution 1 elevation price table for stick-built homes:

	Elevation Allowance Table for RLHP Stick-Built Repair/Reconstruction Projects					
Elevation	**850 ft^2**	**1100 ft^2**	**1300 ft^2**	**1400 ft^2**	**1700 ft^2**	**2100+ ft^2**
6ft	$36.63	$33.90	$32.81	$33.27	$30.87	$28.35
9ft	$40.73	$37.62	$36.42	$36.95	$34.28	$31.47

**1' - 3' of elevation: included in the applicable square foot cost factor.*

>3' and ≤6' : use the Elevation Allowance Tables 6' row with the allowable square footage.

>6' and ≤9' : use the Elevation Allowance Tables 9' row with the allowable square footage.

> Incremental costs incurred for elevations > 9' requires OCD review and approval

viii) SOLUTION 1 WARRANTIES

The RLHP offers a limited warranty on home repairs and new construction made by the Program contractor (Solution 1 only).

Rehabilitation projects will have a 1-year warranty period for all scope of work (SOW) included in the Estimated Cost of Repairs (ECR).

Reconstruction projects will have a 1-year fit and finish warranty period, a 2- year mechanical, electrical and plumbing (MEP) warranty period, and a 5-year structural warranty period.

All warranty claims are between the homeowner and the contractor. Instructions on how to file a warranty claim and a copy of a claim form are provided to the applicant at the final inspection along with the final acceptance form. Applicants will be notified in writing regarding warranty status 6 months after grant execution and one month prior to warranty expiration date.

ix) SOLUTION 1 GRIEVANCES

Applicants may submit grievances with their Solution 1 contractor for work that is not in keeping with established homebuilding contractor standards and workmanship outlined by RLHP. The applicants can present their grievance to the state to contest the work that is being or has been performed, or that should have been performed under the RLHP policies. If an applicant disagrees with the payment request of a Solution 1 homebuilding contractor for completed work, a third-party inspection performed by the state's independent QA/QC contractor may be conducted at the direction of the state. Should the QA/QC contractor find that the quality of the work is consistent with Program standards, the Program may issue payment to the homebuilding contractor. Determinations made by the QA/QC contractor are final and will be communicated to the applicant accordingly. Solution 1 applicants wishing to file a grievance as provided for in this section must do so prior to sign-off of final construction payment and completion certification.

B. SOLUTION 2: HOMEOWNER MANAGED CONSTRUCTION

Applicants may choose to manage their own rehabilitation project and enter into a grant agreement with the state for eligible program funding. Applicants will be provided with the information and assistance necessary to support compliance with Program rules. Applicants may select their own Louisiana licensed residential contractor (repair or reconstruction projects) or certified home improvement contractor (repair projects with less than $50,000 remaining repairs, only) and contract directly with them. Additionally, the RLHP for the Disasters of 2020 - 2021 will also allow applicants to self-manage their rehabilitation project in accordance with Louisiana's Contractors Licensing Law - LA R.S. Title 37. If the applicant chooses to self-manage their rehabilitation project, any repairs that require a permit must be completed by an individual or company possessing the requisite license. Applicants whose construction activity under the RLHP is reconstruction, rather than rehabilitation, must obtain a Louisiana licensed residential contractor to perform the reconstruction scope of work. The Program will monitor all projects in the Homeowner Managed Solution by completing progress inspections. The payment of each progress draw is contingent upon a satisfactory inspection of the home by the Program. Construction must begin and at least 1 inspection to document completed progress within 180 days of grant execution. Solution 2 projects must be completed within 365 days of grant execution unless an alternate construction schedule is approved by the program, or the applicant's award will expire. If scope is not completed after 365 days and no progress is being made at that time, the Program reserves the right to close the file and remove any remaining undisbursed award amounts. Applicants, or their homebuilding contractor, remain responsible for obtaining all necessary permits and~~may~~ will be required to provide copies to the Program to be uploaded in the Program's system of record. Requirements for applicants obtaining a Louisiana licensed residential contractor or home improvement contractor:

All homebuilding contractors must be licensed and insured. A verification of licensing and insurance will be conducted for any Louisiana licensed residential contractor (repair or reconstruction projects) or

home improvement contractor (repair projects, only) selected by the applicant. Applicants may only use homebuilding or home improvement contractors that meet these minimum standards. The contractor's information, including a copy of the contractor's business license and its expiration date, and a copy of the executed construction contract and construction project plan must be provided to RLHP prior to grant agreement execution. Contractor licensing may be verified via: https://www.lslbc.louisiana.gov/contractor-search/

At the Program's discretion, RLHP will pay the grant proceeds via two-party check to the homeowner and their homebuilding contractor based on the payment schedule in the homeowner's written construction contract. RLHP will not pay any advance payment on behalf of an applicant, regardless of the terms of the applicant's contract between the applicant and their homebuilding/home improvement contractor. **The Program will issue no more than five construction draws per applicant construction project,** regardless of the terms of the applicant's contract. Any applicant whose construction contract requires more than five construction draws must negotiate terms of these additional payments with their homebuilding/home improvement contractor. Applicants are responsible for any and all upgrades and change orders that were not approved by the Program and were made to the construction contract after the date of grant execution. In the event that an applicant self-manages his/her own rehabilitation project, the Program may issue a single-party check to the applicant. The applicant is solely responsible for paying for any contracted work directly to the party or parties with whom the applicant contracted.

i) SOLUTION 2 CONSTRUCTION STANDARDS

The Program's construction activities will comply with Green Building Standards as described in Federal Register (FR-6303-N-01). The State of Louisiana has adopted the ENERGY STAR Certified Home standard for projects that were substantially damaged or where reconstruction is required. Homes that were not substantially damaged must apply the HUD CPD Green and Resilient Building Retrofit Checklist to all work undertaken as a part of the Program. For construction projects completed, under construction, or under contract prior to the date that assistance is approved for the project, adherence to the applicable standards to the extent feasible is encouraged, but not required. RLHP will include in its construction estimates the necessary materials, products, and labor needed to meet Program-required Green Building Standards. Adherence to the applicable Green Building Standard will be verified at each construction draw. Construction Green Building Standards applicable to Solution 2 can be found in Appendix E. For you or your General Contractor to find out more about IBHS Fortified Gold Reconstruction standards please visit FORTIFIED Home Fundamentals.

IBHS Fortified Roof option is available for both stick built and MHU's and will have a maximum addition of $3.75 per sq. ft. allowance for materials and labor with a maximum of 2 Fortified Roof (IBHS) inspections. This option will be presented at the contractor selection stage of the process. If chosen, your award will be recalculated. For you or your General Contractor to find out more about IBHS Fortified Gold Reconstruction standards please visit FORTIFIED Home Fundamentals.

ii) SOLUTION 2 REPAIR PROJECTS

Applicants choosing to manage their own rehabilitation project that is less than $10,000.00 will be required to submit the homeowner-managed self-certification form. Applicants choosing to manage their own rehabilitation project that is greater than or equal to $10,000.00 may need to provide additional supporting documentation in the form of contracts for the repair work and include a construction project plan prior to grant execution. The purpose of this additional requirement for

applicants with repair scopes of work greater than $10,000.00 is to have the applicant provide proof of the applicant's construction project plan, draw/cash flow schedule, and ability and resources necessary to manage the rehabilitation project to completion within the allotted time-frame.

If the applicant's Environmental Review is completed prior to the applicant's invitation to application the RLHP does not require applicants to stop their construction progress to wait on their RLHP award(s) After the Program has completed an applicant's damage assessment and the Program has generated the repair and/or reimbursement estimates for the damaged property, the applicant may continue with their construction activities. Work that is completed after the creation of the damage assessment and prior to grant execution will be inspected and paid as a draw against the repair award.

iii) REPAIR ALLOWANCES

The repair allowances described in this section are general descriptions provided to assist applicants with understanding the type of repairs that may be allowable. The following descriptions are not comprehensive. Applicants should refer to Appendix H for more detailed pricing and scoping information. Repair allowances for estimates are based on component-by-component damage estimates. The following sections include information about the units of measurement and limits of eligibility for the most common repairs and improvements. Only damaged elements or components allowed to be repaired or replaced under Program requirements will be included in the estimate. Complete specifications and allowances (other than allowances explicitly indicated below) are incorporated in the Xactimate software used to estimate costs.

a) UNITS OF MEASUREMENT

During the damage assessment, conventional units of measurements and quantities— e.g., square feet and linear feet—are generally used to determine quantities of materials damaged or requiring replacement.

1. SITE IMPROVEMENTS

A. Elevation Costs

i. Stick-built (Single Units, Doubles, Town Homes) homes within the Special Flood Hazard Area that are required by local code to be elevated may be considered for eligible projects if a reconstruction or pier and beam structure. Please see Section VIII (B) (x) for the Elevation Allowance Table for RLHP Stick-Built Repair Projects

ii. Manufactured homes and stick-built homes required by local code to be elevated may be considered. Please see Section VIII (B) (xii) for the RLHP Manufactured Housing Unit Elevation Allowance Table

B. Garages

i. Attached garages and carports that are included in the common area under roof are eligible for damage assessment repair estimates; however, the square footage of these areas will not be included in the calculation for the reconstruction estimate.

Detached garages connected to main house via a breezeway or lean-to are not eligible for Program assistance.

C. Exterior Surfaces on Historic Properties and/or Properties in Historic Districts

i. To the extent that eligible properties are designated historical by SHPO or are located in historical districts, they will be eligible for assistance for historically-appropriate exterior surfaces.

D. Exterior Cladding

i. Allowances assume that all siding and trim will be brought to an intact, weather proof state, within limits as further detailed in the attached pricing index.

E. Exterior Railing and Steps

i. Allowances will assume that handrails will be present on one side of all interior and exterior steps or stairways with more than two risers and around porches or platforms over 30" above ground level. It is also assumed that railing repairs will be historically sensitive, and that steps and stairs will be structurally upgraded to current building code requirements. Allowances assume that existing railings that do not meet the current code will be removed and replaced with preservative treated lumber that meets requirements of the local historic structures commission. It is also assumed that replacement steps and stairways will be constructed of preservative treated lumber in conformance with the current required building codes.

F. Exterior Painting – Siding and Trim

i. Only replaced or repaired exterior siding and trim receive a paint allowance. Painting allowances are not provided for cosmetic purposes, such stained or discolored surfaces that are undamaged. The allowance assumes that all replaced exterior siding surfaces will be properly sealed and weatherproofed. Siding and trim will be primed and covered with two coats of acrylic latex paint.

G. Windows and Doors

i. Interior (Passage) Doors

   a. Allowances assume that a hollow core, pressed wood product door with bedroom lockset, a jamb, and casing will be used.

ii. Exterior Doors

a. Allowances assume that all replacement doors will be metal exterior doors. However, if a home requires specific door types due to the historic nature of the home, as determined by the State Historic Preservation Office (SHPO), doors will conform to the SHPO requirements. It is further assumed that steel doors may be installed at entrances not visible from the front street, and that dead bolt locks will be installed on all doors. Replacement allowance includes all necessary jambs, casing, stain or paint, and hardware. Side-lite grade is assumed to be consistent with door grade.

iii. Windows

a. A replacement window and appropriate decontamination of the frame is eligible for Program assistance when evidence of disaster-related damage or health and safety issues are present.

b. Allowances assume that windows will be weather tight, include a locking device and will operate freely.

c. Allowances assume that double glazed vinyl windows that meet minimum Energy Star® requirements will be used; historically similar windows will be used when required by SHPO. Allowances do not include shutters, security grates or metal bars

H. Roofing

i. Deteriorated and actively leaking roofs will be eligible for repair. Architecturally appropriate materials will be used on historic properties when required by SHPO. Refer to Appendix E for details.

ii. Fortified Roof building standards are available at FORTIFIED Home Fundamentals. The program will fund fortified roof replacements only when the entire roof of the damaged residence requires replacement.

iii. IBHS Fortified Roof option for MHUs would have a maximum addition of $3.75 per sq. ft. allowance for materials and labor with a maximum of 2 Fortified Roof (IBHS) inspections. This option will be presented at the contractor selection stage of the process. If chosen, the award will be recalculated and the applicant will need to abide by the Fortified Roof (IBHS) standards.

I. Insulation

i. Insulation

a. Allowances assume that damaged attic areas and crawl space will be insulated.

b. Allowances assume that the entire building will conform to the required energy code upon completion. Wall insulation thickness will conform to the home's rough framing dimensions.

ii. Kitchen Ventilation

a. Allowances assume that all kitchen hoods or exhaust fans will be exterior ducted.

J. Interior Areas

i. Eligible Replacement Items

a. Interior components eligible for replacement at the RLHP quality standards amounts established by Xactimate cost estimating software and pricing guide. Replacement appliances shall be Energy Star® compliant.

ii. Accessibility Improvements

a. Assistance for accessibility improvements for disabled applicants or household members is available upon request by the applicant, disabled household member, or a family member or legal representative of a disabled family member. Any accessibility features that were present in the home of a disabled person and destroyed or damaged by flood waters will be assessed for replacement.

iv) SOLUTION 2 RECONSTRUCTION PROJECTS

Applicants whose construction activity under the RLHP is reconstruction must obtain a Louisiana licensed residential contractor to perform the reconstruction scope of work. Applicants will need to provide a construction project plan from their contractor to show that the reconstruction scope of work will be completed within the allotted time frame prior to closing. Damage residence footprint may not be increased by more than 2' in any direction from the original footprint or will be considered new construction and will require additional environmental clearances prior to start of the new construction project. For you or your General Contractor to find out more about IBHS Fortified Gold Reconstruction standards please visit FORTIFIED Home Fundamentals.

All Solution 2 applicants: Repair or reconstruction projects must begin and have at least 1 inspection to document completed progress within 180 days of execution of the grant agreement and construction must be completed within 365 days of grant execution unless an alternative construction schedule is approved by the program. Otherwise, the Program reserves the right to close the file and remove any remaining undisbursed award amounts. Delays in construction due to custom finishes or materials above the grade used by the Program are not eligible for extension requests.

v) RECONSTRUCTION ALLOWANCE

Replacement allowances for reconstruction estimates are based on the following with approved pricing available at the end of the Solution 1 Construction Standards document in Appendix D.

- Up to program approved allotted price per square foot, as noted in Appendix D, times the square footage of the eligible living area of the original damaged structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of the grant execution minus any duplication of benefits - whichever is less. For Solution 2 and Solution 3 projects where total allowable (as defined in section VII (F)(ix)) square footage reconstructed is less than the allowable square footage of the original structure, an award will be based on the program approved allotted price per square foot of the reconstructed structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution minus any duplication of benefits - whichever is less. If the reconstructed total allowable square footage is greater than the allowable square footage of the original structure, an award will be based on the program approved allotted price per square foot of the original structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution minus any duplication of benefits - whichever is less.
- The program approved allotted price per square foot unit rate is based on replacing an impacted home with a home of modest, standard condition. It is not intended to compensate an applicant for replacement of a custom or semi-custom home. The unit rate does not include the value of the land and only calculates the cost to rebuild at a modest level.
- The program approved allotted price per square foot includes demolition of the previous structure.
- The square footage allowance does include elevation of the home up to three feet with driven pile foundation. Where applicable, the Program will calculate the additional costs necessary for complying with the applicable elevation standards above three feet (3') and up to nine feet (9'). The cost to elevate >3' and up to 9' will be based on the allowable square footage or elevation contract cost, whichever is lower. Elevations greater than 9' must be approved by OCD. This may be priced separately; see the Elevation Allowance Table for RLHP Stick-built Repair/Reconstruction Projects: Solution 2 Section VIII. (B) (x).
- Excavation, framing, roofing, MEP, HVAC, utility service, interior finish work, and up to nine hundred seventy eight (978) square foot of crushed aggregate driveway (or seven hundred fifty (750) square feet of concrete driveway if jurisdiction prohibits aggregate) are also included in the program approved allotted price per square foot unit rate.
- During construction, a homebuilding contractor may discover unforeseen conditions requiring additional repair or alternative construction practices that were not included in the repair award. If approved, a change order will be added to the scope of work and award. Only unforeseen conditions may result in a change order to the scope of work and award, subject to Program review and approval. These changes may be positive, meaning an increased award, or they may be negative, meaning a decreased award. Applicants should read their award letter and grant agreement carefully for additional requirements.

Solution 2 applicants who will be managing their own reconstruction project must hire a Louisiana licensed residential contractor. Applicants will contract with their homebuilding contractor directly. Prior to grant execution for this solution, applicants will supply their selected licensed and insured contractor's information, project schedule and construction contract to the Program. The homebuilding contractor is responsible for obtaining all necessary permits and the applicant is responsible for providing copies of permits to the Program by uploading to the system of record. The Program will

issue a two-party payment to the applicant and homebuilding contractor based on the payment schedule in the written construction contract and/or project schedule or subject to the Program guidelines. The contractor's information and a copy of the executed construction contract as well as a complete project plan detailing how the project will be completed within the allotted time-frame and draws must be provided to RLHP prior to grant agreement execution. There is no square footage limitation on a Solution 2 reconstruction projects. However, the Program will only pay the Program-determined reconstruction award based on allowable square footage noted above. For Solution 2 projects where total allowable (as defined above) square footage reconstructed is less than the allowable square footage of the original structure, an award will be based on the program approved allotted price per square foot of the reconstructed structure. If the reconstructed total allowable square footage is greater than the allowable square footage of the original structure, an award will be based on the program approved allotted price per square foot of the original structure. The applicant is responsible for any costs over and above the Program award. Any amount of necessary funding that exceeds the Program award must first be paid by the applicant before any Program funds are disbursed. If plans also show that the home is being built to IBHS Gold Fortified standards an additional allowance per square foot will be added to the award and final certification must be provided or the funds will be subject to recapture. For you or your General Contractor to find out more about IBHS Fortified Gold Reconstruction standards please visit FORTIFIED Home Fundamentals .

If the home is in the SFHA, the applicant is responsible for ensuring that the home is built such that the lowest floor at the time of grant execution is two (2) feet above the BFE, two (2) feet above the ABFE, two (2) feet above the preliminary ABFE, or as required by the local jurisdiction, whichever is higher. **Be sure to read your award letter and grant agreement carefully for additional Solution-specific requirements.**

The Program will evaluate the applicant's submitted design drawings to verify that the elevation requirements have been incorporated into the new home's design. The applicant must also provide a final elevation certificate demonstrating that the home was built to the Program requirement of two (2) feet above the BFE, two (2) feet above the ABFE, two (2) feet above the preliminary ABFE, or as required by the local jurisdiction, whichever is greater. The applicant must also build the home to energy efficient standards and provide proof that the new home has achieved Energy Star Certified Home status.

vi) SOLUTION 2: 504/ADA ACCOMMODATIONS

For those applicants who are disabled or who share a dwelling with disabled household members, an allowance above the program cap may be available for interior and/or exterior special accommodations, not in the standard repair estimate. The request for these accommodations must be made during the Damage Assessment and/or prior to grant acceptance Post grant execution 504/ADA requests for new circumstances only may be reviewed by the Program on a case-by-case basis. Note: The Program will pay the lesser of the Program cap or the applicant's quoted/invoiced price for any 504/ADA-related scope. 504/ADA accommodation allowances can be found in Appendix D.

Solution 2 applicants will be required to obtain itemized quotes for their requested scope accommodations. Case Management should instruct applicants to submit quotes as soon as possible, Solution 2 applicants requiring scope accommodations without itemized quotes will not be able to close until the quotes have been submitted to the Program.

Special accommodations will be funded at Program approved cost or the quoted price up to program caps, whichever is less. Quotes will be reviewed and approved by the 504 Coordinator upon receipt.

For more information about special accommodations and scope modifications for disabilities, please contact the 504 Coordinator at 504Coordinator@restore-la.org.

vii) SOLUTION 2 REPAIR AND RECONSTRUCTION SCOPE DEFERMENT POLICY FOR REDUCING DUPLICATION OF BENEFIT CONTRIBUTIONS

Applicants who are required to contribute funds to the project due to identified duplication of benefits may have the option to defer scope of the project. The calculated value of the approved deferred scope will reduce, and in some cases eliminate, the amount the applicant is responsible submitting in initial homeowner responsibility requisitions for Solution 2. Scope deferment is inclusive of line items related to finishes and/or non- essential items such as interior painting for walls, interior painting for ceilings, and painting of baseboards/trim.

In instances of Solution 2 Homeowner- Managed Reconstruction (which must be performed by a Louisiana licensed residential contractor), the RLHP will review the applicant's construction plans to calculate the potential deferrable scope. Solution 2 Reconstruction applicants who cannot fulfill their homeowner's responsibility requirement after grant execution may be eligible for post-closing scope deferment if no payments have been issued by the Program.

viii) SOLUTION 2 REQUIREMENT TO MAINTAIN FLOOD INSURANCE

If the damaged home, repaired or reconstructed home is located in a Special Flood Hazard Area (SFHA), any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program.

For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the applicant. Failure to maintain flood insurance in perpetuity will result in an applicant's property being ineligible for future disaster relief.

Upon the sale or transfer of the property, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property in perpetuity. If the applicant(s) fail to provide such notice, applicant(s) may be liable to the United States for future disaster assistance related to the property. Flood Zone maps can be found at http://maps.lsuagcenter.com/floodmaps/.

a) FLOOD INSURANCE VERIFICATION FOR SOLUTION 2 REPAIR PROJECTS IN A SFHA

The full insurable value of a repair project will be based upon the Program's final total project cost at grant execution. In the event of a post-closing increase to the total project cost, applicants may be required to provide an updated policy. Evidence that the damaged home is covered by any required flood insurance must be provided at the grant execution. A declaration sheet or ACORD form

describing the coverage, or an application for flood insurance along with a paid receipt from the applicant's insurance company will be sufficient evidence to satisfy this requirement.

If flood insurance is required but not available due to the disrepair of the damaged home, the applicant(s) must submit proof that insurance coverage was denied at the grant agreement execution. Proof of sufficient flood insurance coverage can be provided at final inspection but must be provided prior to final disbursement.

b) FLOOD INSURANCE VERIFICATION FOR SOLUTION 2 RECONSTRUCTION PROJECTS IN A SFHA

The full insurable value of a reconstruction project will be based upon the Program's final total project cost, upon which the final disbursement is based. Evidence that the reconstructed home or MHU replacement unit is covered by the Program's required flood insurance amount can be provided at the final inspection but must be provided prior to final payment of grant dollars.

ix) SOLUTION 2 ELEVATION FOR STICK BUILT CONSTRUCTION

Elevations for stick built construction will be considered in the following circumstances:

- Properties located within the floodplain that are required to be elevated by local ordinance and the local code enforcement officials' determination that a property is substantially damaged or will be substantially improved; or
- Properties outside of the floodplain which are required to be elevated by local ordinance as part of a reconstruction. Slab-on-grade elevation is permitted. Elevation will be funded at 100% of Program approved cost, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution, minus any duplication of benefits, whichever is less - when elevation is required.

Note: *Dirt fill as an elevation method is not eligible under the RLHP and will not be funded under any Program solution.*

See below for the elevation allowance table for stick-built homes only:

	Elevation Allowance Table for RLHP Stick-Built Repair/Reconstruction Projects					
Elevation	**850 ft^2**	**1100 ft^2**	**1300 ft^2**	**1400 ft^2**	**1700 ft^2**	**2100+ ft^2**
6ft	$36.63	$33.90	$32.81	$33.27	$30.87	$28.35
9ft	$40.73	$37.62	$36.42	$36.95	$34.28	$31.47

**1' - 3' of elevation: included in the applicable square foot cost factor.*

>3' and ≤6': use the Elevation Allowance Table's 6' row with the allowable square footage.

>6' and ≤9': use the Elevation Allowance Table's 9' row with the allowable square footage.

> 9' elevation requires OCD review and approval

x) SOLUTION 2 MANUFACTURED HOUSING UNIT REPLACEMENT

All prospective replacement of manufactured homes will be completed under the Solution 2 – Homeowner-Managed Program when prospective replacement is the eligible RLHP construction activity in the following situations:

- Prospectively replacing a damaged MHU with a new manufactured home. Used manufactured homes will only be allowed if they were issued by FEMA as temporary housing. (FEMA issued travel trailers are not eligible.)
- Prospectively replacing a damaged stick-built structure with a new MHU when the Program determines that reconstruction is the only Program option. Used manufactured homes will only be considered if they were issued by FEMA as temporary housing. (FEMA issued travel trailers are not eligible.)
- Prospectively replacing a damaged MHU with a stick-built structure.
- MHU replacement must be installed at same location as the original damaged unit or may require additional environmental clearances prior to start of MHU site prep. Relocation to a new address will require program approval and an environmental review prior to site prep and delivery.

RLHP will not reimburse for repairs to damaged manufactured homes performed prior to demolition and replacement. Applicants with damaged MHUs that are less than 20 years old did not flood, and has remaining repairs that are less than or equal to $50,000 for single-wide MHUs or $78,000 for double-wide MHUs may be offered a repair option through the Program in lieu of replacement.

If any portion of a structure is a manufactured home, the entire structure will be classified as a manufactured home for purposes of the RLHP. Manufactured homes where the homeowner has constructed attachments, no matter how extensive such attachments may be, will be treated as manufactured homes, either singlewide or doublewide, regardless of the additions. Only the original manufactured home is eligible for reimbursement or repair considerations. Additions or attachments to the manufactured home are not eligible for reimbursement or repair.

Applicants will enter into a grant agreement with the State for their eligible Program funding which includes a maximum allowance that considers total project costs including full unit set up, removal of damaged unit (if applicable), site prep, transportation and delivery, permits, sales tax, title transfer, elevation certificate and elevation costs (if applicable), ingress / egress to the unit, mechanical, electrical and plumbing installation cost. Raw land relocation MHU site prep and MEP hookups are the responsibility of the applicant. Owners of manufactured homes will be eligible for replacement funding documented by the eligible total project costs or the Program maximum allowance, less any duplication of benefits - whichever is less. Applicant should provide proof of funding or financing for the difference between the Program MHU allowance and sales price/installation prior to award execution. Purchase Agreement and proof of additional funding (if required) must be submitted to the Program prior to award execution. The applicant is responsible for payment of any costs in excess of the Program award and should make arrangements for payment with their MHU dealer prior to delivery and installation of unit. Note: Elevation and 504/ADA accommodation allowances are in addition to the Program MHU replacement allowances. Program allowances for MHU elevations can be found in Section VIII (B) (xii) and 504/ADA allowances can be found at the end of Appendix D. If required these allowances will be added based on the actual cost or program cap, whichever is less, after grant execution. Copies of an

applicant's permits must be provided to the Program and uploaded to the Program's system of record prior to or at the final inspection.

Case Managers (CM) will provide applicants with the information and assistance necessary to support compliance with Program rules. The Program will monitor all MHU replacement projects in the Homeowner- Managed Solution (Solution 2).

a) MHU TO MHU REPLACEMENT

If an applicant replaces a damaged MHU with a new MHU, the maximum Program allowance will be determined by the classification of the damaged MHU. A damaged singlewide MHU will yield a maximum Program allowance of $87,000.00. A damaged doublewide MHU will yield a maximum Program allowance of $122,000.00*. The maximum Program allowance will be reduced by any duplication of benefit. An applicant's actual award will be adjusted to the lesser of the actual cost of the replacement MHU or the applicant's eligible award, whichever is less, and any duplication of benefits will be subtracted from this amount. The applicant must provide the bill of sale which clearly states the VIN for the replacement unit. Applicants with a damaged doublewide MHU may elect to replace the damaged doublewide MHU with a new singlewide MHU at the $87,000.00 singlewide cap. The new singlewide MHU can be funded up to the lesser of the actual cost or the Program maximum $ $87,000.00

***Note**: Inflationary price increase was implemented 10/14/2024 for all active files that had not submitted a purchase contract by that date.

b) MHU TO STICK-BUILT REPLACEMENT

If an applicant chooses to replace his/her damaged MHU with a new stick-built single-family home on the same site as his/her damaged manufactured home or purchase an existing structure outside of a Special Flood Hazard Area (SFHA), the maximum Program allowance will be determined by the classification of the original damaged MHU. A damaged singlewide MHU will yield a maximum Program allowance of $87,000.00. A damaged doublewide MHU will yield a maximum Program allowance of $122,000.00. The maximum Program allowance will be reduced by any duplication of benefit. An applicant's actual award will be adjusted to the lesser of the actual cost of the replacement stick-built single-family structure in lieu of an MHU or the applicant's eligible award, less any duplication of benefit. The applicant must provide proof of construction cost or purchase agreement for the new construction stick-built home prior to closing for program review. Project approval contingent upon all required environmental clearances.

c) STICK-BUILT TO MHU

If an applicant chooses to replace a stick-built property with a new MHU, which is only allowed if the Program determines that reconstruction is the only Program option, then the singlewide or doublewide Program allowances will be applied to the applicant's award based on the livable square footage of the damaged stick-built property. If the damaged home is 1,500 square feet or less of livable space, the maximum allowance for the replacement MHU will be capped at the lesser of actual cost or $87,000.00, less any duplication of benefit. If the damaged home is greater than 1,500 square feet of livable space, the maximum allowance for the replacement MHU will be capped at the lesser of actual cost or $122,000.00, less any duplication of benefit. An applicant's actual award will be adjusted to the lesser of the actual cost of the replacement

MHU or the applicant's eligible award, whichever is less, and less any duplication of benefit. The applicant must provide the bill of sale which clearly states the VIN for the replacement unit.

d) PROSPECTIVE PURCHASE OF MHU.

Prior to executing an RLHP grant award for the purchase of a manufactured home, applicants must provide evidence of a contract to purchase and install a new (not used) MHU. Such evidence should be provided in the form of a Purchase Agreement with an MHU seller and/or alternate vendor contracts for MEP connections if applicable.

e) FLOOD INSURANCE VERIFICATION FOR SOLUTION 2 MANUFACTURED HOME REPLACEMENT PROJECTS IN A SFHA

The full insurable value of a Manufactured Home Unit will be based upon the Program's final total project cost at the time of grant execution. Evidence that the replaced MHU is covered by the Program's required flood insurance amount must be provided **prior to the final inspection**.

xi) SOLUTION 2 ELEVATION FOR MANUFACTURED HOMES

The Program will provide additional funds for manufactured home elevation, if required by the local jurisdiction. The Program will provide the lesser of the actual cost of elevation or the Program cap, based MHU elevation cost as per the MHU Elevation Cost table below. Elevation will be provided using CMU blocks, pilings, or other approved construction methods, but the RLHP will not pay for elevation by fill. Applicants who have purchased a replacement MHU within a Special Flood Hazard Area (SFHA) and have not elevated the unit to the to the highest of BFE + 2', ABFE +2', or preliminary ABFE + 2' or local jurisdiction requirement as applicable may qualify for Program assistance to include elevation funding.

Up to 3 ft of elevation is included in the program's SW or DW MHU Allocation. See below for program cost allowance for MHU elevations > 3':

Single-Wide Elevation Cost:

Height	4.0'	5.0'
Cost	$1,800	$2,250

Double-Wide Elevation Cost:

Height	4.0'	5.0'
Cost	$2,240	$2,800

**If the required elevation is between two increments, use the higher cost factor.*

- For MHU elevations > 5', the Program will fund the lesser of the actual elevation cost or the average cost per vertical linear ft. as previously disbursed by the program with the following cap:

Single-wide > 5'	**$3,650 / VLF**
Double-wide > 5'	**$4,150 / VLF**

xii) SOLUTION 2 RELOCATION OF MHUS

Relocation of MHUs is restricted to moving the new unit outside of the floodway or floodplain, except in cases where the relocation is located in an established mobile home park within a floodplain. These exceptions will be reviewed on a case-by-case basis, and the Program will require documentation evidencing the established mobile home park through an occupational license, sewage and utility hookups, or other permitting issued by the local jurisdiction.

Applicants whose damaged MHUs are located on owned and non-owned land, including leased land, will be permitted to relocate. Applicants on owned land whose damaged property is located within a floodplain will be required to obtain and maintain flood insurance on any structures on the owned property in perpetuity. Applicants that are replacing their MHU with a single-family stick-built home can relocate to a new location outside of the SFHA. See below for the Manufactured Home Relocation reference tables.

Manufactured Home Relocation Matrix						
Damaged MHU Location	Damaged MHU Land Ownership	New Location Ownership		New Location		
Floodway - must relocate to participate in Solution 2 replacement	Non-owned Land - OK	Non-owned Land – OK *Need ERR	Owned Land – OK *Need ERR	Floodway - Not permitted	Floodplain - Not permitted	Outside Floodway and Floodplain – OK *Need ERR
Floodplain - optional relocation	Non-owned Land - OK	Non-owned Land – OK *Need ERR	Owned Land – OK *Need ERR	Floodway - Not permitted	Floodplain - Not permitted, unless new location is in an established MHU park. Not permitted if MHU to Stick- built. *Need ERR	Outside Floodway and Floodplain – OK *Need ERR
Outside Floodway and Floodplain - optional relocation	Non-owned Land - OK	Non-owned Land – OK *Need ERR	Owned Land – OK *Need ERR	Floodway - Not permitted	Floodplain - Not permitted	Outside Floodway and Floodplain – OK *Need ERR
Floodway - must relocate to participate	Owned Land - OK	Non-owned Land – OK *Need ERR	Owned Land – OK *Need ERR	Floodway - Not permitted	Floodplain - Not permitted	Outside Floodway and

in Solution 2 replacement						Floodplain – OK *Need ERR
Floodplain - optional relocation	Owned Land - OK	Non-owned Land – OK *Need ERR	Owned Land – OK *Need ERR	Floodway - Not permitted	Floodplain - Not permitted	Outside Floodway and Floodplain – OK *Need ERR
Outside Floodway and Floodplain - optional relocation	Owned Land - OK	Non-owned Land – OK *Need ERR	Owned Land – OK *Need ERR	Floodway - Not permitted	Floodplain - Not permitted	Outside Floodway and Floodplain – OK *Need ERR

For applicants of manufactured homes who will be locating the new unit on a lot different from the location of the damaged unit or building a new single-family stick-built home on a different location on the same lot, an Environmental Review must be completed on both the original site and the new site on which the new unit will be installed or built. The Program will fund one environmental review in accordance with Program requirements of the applicant's desired relocation, but any necessary subsequent environmental studies will be the sole responsibility of the applicant. For example, applicants on owned or non-owned land that wish to move to a location in which the ERR identifies as a "wetland," will be responsible for any additional studies/clearances required by the ERR. Such expenses will not be funded or reimbursed by the Program and will be the sole responsibility of the applicant. Furthermore, any additional environmental reviews needed will be the sole responsibility of the applicant.

xiii) SOLUTION 2 WARRANTIES

The RLHP does not provide any warranty related to Solution 2 Homeowner Managed Construction projects. The RLHP does encourage homeowners to seek out contracted services from reputable contractors who will warranty their work.

xiv) SOLUTION 2 GRIEVANCES

Any Solution 2 grievances should only be in regard to the grant award eligibility process. The Program will not get involved in conflicts during construction between the homeowner and their chosen contractor or vendor.

C. SOLUTION 3: REIMBURSEMENT

Applicants who have completed partial or full repairs on their home, or replaced their MHU before applying to the Program may be eligible for reimbursement of eligible expenses incurred prior to the application process and up to completion of the Program's Damage Assessment. Reimbursement is limited to only those expenses determined eligible by the Program, less any duplication of benefits.

i) SOLUTION 3 REIMBURSEMENT STANDARDS

Eligible expenses will be based on a standard pricing guide for construction used by the Program and as assessed during an onsite inspection. Only eligible expenses at the Program standard price will be considered for reimbursement. Actual expenses incurred are expected to be higher than the Program's eligible expenses and price standard. In most circumstances, the eligible reimbursement amount will be less than the actual price paid by the applicant. Receipts will not be accepted as justification for the increase of the Program allowances identified for any eligible reimbursable line item in the estimate.

The Program reimburses costs for completed eligible work.

As such, the Program is not allowed to reimburse applicants who have already begun to repair their Manufactured Housing Unit (MHU) or stick-built home when the Program will replace the MHU or reconstruct the stick-built home. However, it may be possible to reduce the duplication of benefits if the applicant provides receipts documenting the repairs made to the damaged structure. Receipts documenting the repairs must be provided prior to the Program's grant execution. In the case of a stick-built home, the Program can assess the value of the repairs using estimating methodology. If an applicant receives reimbursement for completed repairs and it is then determined that the work needs to be redone or the home needs to be demolished and reconstructed, then reimbursement funds must be returned to the program. If the completed work was done as emergency repairs to live in the home, it may offset DOB.

If the applicant's Environmental Review is completed prior to the applicant's invitation to application the RLHP does not require applicants to stop their construction progress to wait on their RLHP award(s) After the Program has completed an applicant's damage assessment and the Program has generated the repair and/or reimbursement estimates for the damaged property, the applicant may continue with their construction activities. Work that is completed after the creation of the damage assessment and prior to grant execution will be inspected and paid as a draw against the repair award.

ii) SOLUTION 3 REIMBURSEMENT FOR MHU REPLACEMENT

If an MHU has already been installed on the property to replace a damaged single-family home or MHU prior to Program damage assessment, the eligible Program activity will be Solution 3-Reimbursement. Costs associated with removal of the damaged MHU and customization of access are not subject to reimbursement.

The Program established maximum allowances for replacement manufactured homes based on the type of unit damaged, either single-wide or double-wide. Program allowances are found in Section VI (A) (iii). Under Solution 3, the maximum allowances limit the amount of funding that will be available through reimbursement.

These Program allowances for MHU reimbursement apply to the following situations:

- Reimbursement for an MHU (new or used) that has already been installed, prior to inspection for damage assessment, when the original damaged structure was an MHU.
- Reimbursement for an MHU (new or used) that has already been installed, prior to inspection for damage assessment, when the original damaged structure was a stick-built single-family home.

- Reimbursement for a stick-built structure that has already been completed, prior to inspection for damage assessment, when the original damaged structure was an MHU.

iii) SOLUTION 3 APPLICANT RESPONSIBILITIES

- Must obtain and maintain flood coverage in perpetuity if in an SFHA. Obligated to tell transferees in writing of this requirement.
- Must be elevated to the highest of BFE + 2', ABFE +2', or preliminary ABFE + 2' or local jurisdiction requirement as applicable.
- Must keep program updated with current contact information.

iv) SOLUTION 3 REQUIREMENT TO MAINTAIN FLOOD INSURANCE

If the damaged home, repaired or reconstructed home, or replacement home is located in a Special Flood Hazard Area (SFHA), any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. Failure to maintain flood insurance in perpetuity will result in an applicant's property being ineligible for future disaster relief.

Upon the sale or transfer of the property, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance in perpetuity on the property. In the event that the applicant(s) fail to provide such notice, applicant(s) may be liable to the United States for future disaster assistance related to the property. Flood Zone maps can be found at maps.lsuagcenter.com/floodmaps.

Evidence that the damaged home, reconstructed home, or replacement home is covered by the required flood insurance amount must be provided at the grant agreement execution. A declaration sheet, ACORD form describing the coverage from the applicant(s) insurance company, or an application for flood insurance along with a paid receipt from the applicant's insurance company will be sufficient evidence to satisfy this requirement. The applicant must provide this documentation to the RLHP prior to grant execution.

a) FLOOD INSURANCE VERIFICATION FOR SOLUTION 3 PROJECTS IN A SFHA

For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Reimbursement Estimate at grant execution for the applicant. Evidence that the repaired, reconstructed, or replaced home is covered by the Program's required flood insurance amount must be provided at grant execution to obtain grant dollars.

v) SOLUTION 3 ELEVATION REQUIREMENTS

All repaired, reconstructed, or replaced homes subject to reimbursement with an elevation requirement must meet an elevation requirement of BFE + 2', ABFE +2', preliminary ABFE +2' or the local jurisdiction requirement, whichever is greatest.

Solution 3 requests for elevation will be evaluated on a case-by-case basis. Elevations will be considered in the following circumstances: Properties located within the floodplain that are required to be elevated by local ordinance and the local code enforcement officials' determination that a property is substantially damaged or will be substantially improved; or Properties outside of the floodplain which are required to be elevated by local ordinance as part of a reconstruction.

Note: Dirt fill as an elevation method is not eligible under the RLHP and will not be funded under any Program solution.

D. SOLUTION 4: HOMEOWNER BUYOUT PROGRAM

i) SOLUTION 4 HOMEOWNER BUYOUT PROGRAM OVERVIEW: BUYOUT AND SAFE HOUSING INCENTIVE (SHI)

The Solution 4 Homeowner Buyout Program is limited to High-Risk Areas where properties are either ineligible for federal repair assistance (e.g. floodways) or other high-risk areas, identified on a case-by-case basis in order to move residents out of harm's way as well as use as a means to help facilitate the natural watershed improving local drainage. The buyout option will be implemented providing funding availability and is also contingent upon acceptance of a disposition plan by the local municipality or parish in which the disaster damaged properties are located.

All properties eligible for buyout and structure demolition under this program are considered not suitable for rehabilitation per the definitions for this program. Therefore, all lower-income dwelling units that are demolished within the Solution 4 Homeowner Buyout Program are exempt from the one-for-one replacement requirements at Section 104(d) of the HCDA and 24 CFR 42.375. The Buyout component of Solution 4 is a voluntary real property acquisition Program. Eligible property owners are not required to participate in the buyout program. The state will not exercise its power of eminent domain to acquire properties through the use of eminent domain, adjudication or other involuntary acquisition processes.

Buyout awards are limited to the current fair market value of the property, which is determined at the time the Program performs the appraisal of a property. Safe Housing Incentive awards are limited to a calculated total based on the square footage of the damaged home, multiplied by a Program-approved parish-wide price per square foot. All awards are subject to the Robert T. Stafford Act, requiring that all funds used for the same purpose as the CDBG-DR award be deducted as a duplication of benefit. The maximum total CDBG-DR assistance for which a property owner is eligible for Buyout and Safe Housing Incentive assistance is $250,000.

ii) SOLUTION 4 HOMEOWNER BUYOUT PROGRAM: TYPES OF ASSISTANCE

Under the Solution 4 Homeowner Buyout Program, depending on the circumstances of a particular property owner, applicants may be eligible for one or more of the following funding categories:

- Buyout
- Safe Housing Incentive (SHI)
- Relocation Assistance for Tenants

a) BUYOUT

Buyouts most immediately provide a benefit to damaged property owners located in a floodway or other high-risk areas, as identified on a case-by-case basis, by providing them with the fair market value of their damaged property. Furthermore, the Buyout program improves the resilience of impacted communities by transforming high-risk parcels of land into wetlands, open space or storm water management systems, creating a natural buffer to safeguard against future storms.

b) SAFE HOUSING INCENTIVE

The Safe Housing Incentive provides an inducement to Solution 4 eligible applicants to participate in the buyout of disaster damaged properties in high-risk areas to move out of harm's way to areas of lower risk. The Safe Housing Incentive award is tied to the voluntary buyout or other voluntary acquisition of owner occupied housing. In order to receive this incentive the applicant must provide their new address outside of the SFHA prior to grant execution.

c) RELOCATION ASSISTANCE FOR TENANTS

If an owner of a home participates in the Buyout and that home contains tenants that will be required to relocate, the tenants are considered displaced persons who are eligible for relocation benefits under the Uniform Relocation Act (URA). The Program will provide these relocation benefits.

iii) SOLUTION 4 HOMEOWNER BUYOUT PROGRAM AWARD STRUCTURE AND FUNDING LIMITATIONS

a) VOLUNTARY ACQUISITION

Any acquisition funded with this Program will be undertaken as a voluntary acquisition activity. Neither the state nor its designee shall expropriate land, nor shall the state or its designee exercise its power of eminent domain, if applicable.

b) AWARD STRUCTURE AND COMPLIANCE REQUIREMENTS

For eligible Solution 4 applicants who accept a buyout and Safe Housing Incentive award, the award is structured as grants made available to the applicant. The buyout grant and relocation incentive carry no compliance requirements beyond the homeowner providing the address of the property they will be relocating to and vacating the home being sold at the time of the closing.

c) REQUIREMENT TO MAINTAIN FLOOD INSURANCE DUE TO PRIOR FEDERAL DISASTER ASSISTANCE

Properties that have received federal disaster damage awards in the past and where the homeowner did not maintain the required flood insurance, are not eligible for buyout assistance.

If the Solution 4 applicant, purchased the home and upon the sale or transfer of the property was not notified in writing of the continuing obligation to maintain flood insurance on the property by the transferring owner that received a federal disaster damage award, the transferring previous owner/grantee may be liable to the United States for future disaster assistance related to the property.

iv) SOLUTION 4 HOMEOWNER BUYOUT PROGRAM INELIGIBLE ACTIVITIES

Second homes, properties that served as rental properties at the time of the qualifying disaster event, sold homes, vacant lots/land, agricultural land, commercial structures, manufactured homes, travel trailers/RV's and boats are not eligible for Solution 4 buyout or relocation incentive assistance.

v) SOLUTION 4 HOMEOWNER BUYOUT PROGRAM ELIGIBILITY CRITERIA

a) U.S. CITIZEN OR QUALIFIED ALIEN

In accordance with Louisiana Revised Statutes 46:233.4, the Program shall verify applicants' citizenship or qualifying immigration status as required by applicable state law.

To be eligible for grant funding under this RLHP Program, applicants must meet the citizenship or qualifying immigration-status requirements established by Louisiana Revised Statutes 46:233.4, unless an exception is provided by law. Eligible status may include United States citizenship acquired by birth, naturalization, or another method recognized under applicable law, or qualifying immigration status as defined by the statute.

The RLHP Program shall make reasonable efforts to verify applicants' eligibility using the required documentation and verification procedures. Applicants shall be informed of the documentation needed to establish eligibility and provided a reasonable opportunity to submit additional information or resolve inconclusive verification results, consistent with applicable law.

i) Citizen of the United States

- A United States citizen shall provide at least one of the following documents to establish lawful status. This is required for the applicant and all household members.
- A valid, unexpired United States passport or passport card
- Real I.D., issued by the State of Louisiana (if a Real ID credential displays "Limited Term" it will not be accepted for purposes of citizenship verification).
- The Louisiana Office of Motor Vehicles utilizes Social Security Online Verification (SSOLV) to verify required Social Security information and/or SAVE for document authentication, as applicable.
- Birth Certificate, issued by:
    - A state of the United States
    - District of Columbia (Washington, D.C.)
    - The Virgin Islands
    - Guam
    - American Samoa
    - Puerto Rico (will only be accepted if issued after July 1, 2010)
    - The Commonwealth of the Northern Mariana Islands
- Consular Report of Birth Abroad Form FS-240, DS-1350, or FS-545

- Certificate of Naturalization Form N-550 or N-570
    - Documentation provided to the Program will be entered into the Systematic Alien Verification for Entitlements (SAVE) system
- Certificate of Citizenship Form N-560 or N-561
    - Documentation provided to the Program will be entered into the Systematic Alien Verification for Entitlements (SAVE) system.

ii) Qualified Alien

An applicant and/or household member(s) who is not a citizen of the United States must provide proof of lawful status and shall provide their alien registration number and related documentation. Documentation provided to the Program will be entered into the Systematic Alien Verification for Entitlements (SAVE) system. SAVE is an online service administered by U.S. Citizenship and Immigration Services (USCIS) that provides point in time immigration status and naturalized/acquired U.S. citizenship information to federal, state, local, territorial, and tribal agencies.

If SAVE verification indicates a limited term for the applicant and/or household members, the Program will not provide any Federal public benefit beyond the last day of legal presence for the applicant and/or household members. The Program will review potential grant awards for applicants and/or household members with a limited term on a case-by-case basis to determine whether or not Program participation will be allowed based on capacity to complete the home repair or reconstruction within the allocated time period associated with the potential grant award.

Pursuant to Louisiana law, La. R.S. 46:233.4, “upon the termination of any reasonable opportunity period to verify citizenship status or receipt of final verification that indicates that the applicant is not a United States citizen or lacks satisfactory immigration status and has entered the United States without inspection or admission or remained beyond the expiration of his authorized period of stay, the state agency or political subdivision shall refer the applicant’s information, including unsatisfactory immigration status, to United States Immigration and Customs Enforcement.”

If the applicant and/or any household member lacks satisfactory immigration status (mixed-status household), the Program will not provide any Federal public benefit to the applicant and/or household members.

DOCUMENTARY EVIDENCE

A photocopy, facsimile, scanned or other copy of a document will be accepted to the same extent as an original document, unless information on the copy submitted is inconsistent with other information available to the Program or the Program otherwise has reason to question the validity of, or the information in, the document.

b) GEOGRAPHIC ELIGIBILITY

High-Risk Areas (HRA) are defined by the Program as meeting one or more of the following:

- Property located within federally determined floodways:

- Other high-risk property, as determined by the state on a case by case basis
- Properties must be located within the most impacted disaster-declared parishes eligible for FEMA IA following the Disasters of 2020 – 2021.

c) PROPERTY-LEVEL ELIGIBILITY

- The property must be an owner occupied single-family residential property or a duplex where one unit is owner-occupied.
    - **Note:** See section V (B) (ii) (a) Property Eligibility Criteria, Structure Type, Special Circumstances of this document for rental property if a structure has both rental and owner-occupied units; and
- The applicant must have been the owner-occupant of the property at the time of the qualifying disaster event.
- The property may be stick-built or modular construction that is owner-occupied.
- The local jurisdiction must agree to final disposition of property.

d) INDIVIDUAL-LEVEL ELIGIBILITY

1. OWNER OCCUPANTS

The damaged residence must be located in a federally declared disaster area as previously outlined under the Restore Louisiana Homeowner Program policy. A detailed listing of Program eligibility criteria and special circumstances related to ownership are available in this Policy Manual, see Section V (A) (i) (c):

2. OWNER OCCUPANTS ON NON-OWNED LAND

Owner-occupants of site-built homes and manufactured housing who do not own the land on which their residence is situated are not eligible to participate in Solution 4 and are encouraged to participate in Solutions 2 and/or 3.

3. DEATH OF PROPERTY OWNER

In the event that an eligible applicant passes away after application and before grant execution, successors who can prove ownership through legal process are eligible to apply for and/or continue through the subject program.

e) CLEAR TITLE

All owners of a property must transfer their interests in the property or (if applicable) grant the floodplain easement required by the Program, free and clear of all encumbrances in order for the property to be eligible under the Program, as determined by the title insurance agency issuing owner's policy of insurance to the entity receiving ownership through the Program.

f) TIE-BACK AND DAMAGE REQUIREMENTS

The applicant's home must have sustained FEMA IA determined damage, as a direct result of one or more of the Disaster events of 2020-2021 and be determined as located within a floodway. See Section V (A) (ii).

g) TENANTS

If a damaged home is purchased through the Solution 4 Homeowner Buyout Program and the property contains a tenant(s) that will be required to relocate as a result of the Program, those tenants are considered displaced persons who are eligible for relocation benefits under the Uniform Relocation Act (URA). Because of the voluntary nature of acquisition, property owners are not eligible for additional assistance under the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act.

vi) SOLUTION 4 HOMEOWNER BUYOUT PROGRAM ELIGIBLE ACTIVITIES

- The eligible activities for Solution 4 Homeowner Buyout Program are: **Buyout and Safe Housing Incentive.** All applicants eligible for the Program may opt to participate in either the Buyout only or Buyout and Safe Housing Incentive. **Safe Housing** Incentive may be available on a case-by-case basis. Buyout funds will be disbursed to all owners and Safe Housing Incentive funds will be disbursed to all eligible owner occupants of the damaged property at closing.

a) BUYOUT

The Buyout is an acquisition of an applicant's real property located in a floodway or other high-risk area for the specific purpose of reducing the risk of property damage from future hazards. Homeowners participating in a buyout Program may select one of the following buyout transactions:

- Fee Simple Title: In fee simple acquisitions, the property will be purchased by the state's designee. After acquisition, all structures on the property will be demolished and deed restrictions or covenants running with the property will be established to require that the buyout property is dedicated and maintained for compatible uses (risk reduction) in perpetuity.
- All interests transferred shall be transferrable. Persons transferring their interests shall not be entitled to a right of first refusal on subsequent transfers of the property.
- The amount of assistance provided for each of the options will vary, depending on the type of acquisition that occurs; however, all awards will be calculated based on current fair market value of the type of acquisition that occurs. The amount of assistance received is subject to reduction in the event of an increase in the amount of duplication of benefits, without a right of the owners for a return of the property or rescission of the transaction. Once the property is acquired, all structures will be demolished by the Program.

b) DUPLICATION OF BENEFITS

When calculating the eligible amount of assistance available to a property owner, the Program will deduct any duplication of benefits approved or received, as required by the applicable federal regulations and guidance.

If a homeowner received or was approved for federal or other assistance related to the replacement or buyout of a damaged property, those funds will be evaluated as a possible duplication of benefits against the final award for which a homeowner is eligible under this program. Below is a table of sample funding sources that may be duplicative with buyout

program funds. This list is not necessarily comprehensive. Homeowners are required to provide information on all potentially duplicative funding sources associated with the subject damaged property.

Source of Funding	Purpose of Funds	DOB with CDBG-DR buyout of damaged property?	DOB with CDBG-DR Housing incentive?
NFIP, SBA, or FEMA IA	Repairs to damaged property	No	No
NRCS	Buyout of damaged property	Yes	Yes* Program determined to be duplicative
SBA	Relocation assistance	See below	See below
Other Funding	Relocation assistance	Yes	Yes
	Repairs to damaged property	No	No
Subrogation	Relocation assistance	Yes	Yes
	Repairs to damaged property	No	No

SBA: SBA is counted as DOB if AMI is greater than 120%. SBA will be considered DOB for all applicants regardless of AMI if grant agreement is not executed prior to October 5, 2023.

The following are sources of funding assistance that are considered a duplication of benefits and under federal law must be deducted from the grant assistance amount:

1. **Other Funding**: Funding received for the same purpose of a grant through this program such as relocation funding provided by a non-profit entity must be reported by applicants through the application process and must be accounted for and verified by the Program. In addition, the support documentation related to other duplicative funding sources will be provided by the applicant and verified and applied as a duplication of benefits by the Program
2. **Repayment of Duplicative Assistance (Subrogation):** All duplicative funding received must be remitted to or accounted for, regardless of when it is received by the applicant. If applicants receive additional funding for the same purpose as the grant award from this program (buyout) even after an award for this program is executed, the applicant is required to report the additional funding to the Program. By accepting the award, applicants agree that they will report any duplicative funds to the Program whenever received. Upon receipt of a report that benefits have been received that were not reported in the grant calculation, the Program will recalculate the applicant's award and provide instructions as to whether such funds must be used, whether the applicant's award will be reduced by such amount, or whether the applicant must remit such amounts to the Program.

vii) SAFE HOUSING INCENTIVE

The safe housing incentive component of this program provides a monetary inducement to Solution 4 eligible owner-occupants of disaster damaged property containing a damaged residential structure (see Solution 4 eligibility, Section VIII (D) (v), particularly in cases where the value of the subject property is lower than what would reasonably be required for the owner-occupant to acquire replacement housing in a lower risk area. The safe housing incentive functions to induce these property owners to relocate to safer locations, and therefore is only available to owner-occupants who relocate in accordance with the relocation requirements of this document. In order to receive the Safe Housing Incentive the applicant must provide their new address outside of the SFHA prior to grant execution.

a) APPLICANTS ELIGIBLE FOR OWNER-OCCUPANT BUYOUT AND SAFE HOUSING INCENTIVE

The Safe Housing Incentive will be offered to all owner-occupants in a floodway or other high-risk areas who can prove ownership and occupancy as per Solution 4 Homeowner Buyout Program eligibility requirements, except those whose property appraisal (fair market value) exceeds $250,000.00 or whose property (fair market value) exceeds the total award the property owner would have received with the Safe Housing Incentive as calculated by the Program. (Calculations of the Safe Housing Incentive described further in Section (D) (ix).

b) DOCUMENTATION OF OWNERSHIP AND OCCUPANCY REQUIREMENTS: SEE SECTION V (A) APPLICANT ELIGIBILITY CRITERIA OF THIS DOCUMENT FOR DETAILS.

c) RELOCATION REQUIREMENTS FOR OWNER-OCCUPANT SAFE HOUSING INCENTIVE

All owner-occupants receiving the Safe Housing Incentive in this program must relocate to a permanent, site-built home that is subject to lower flood risk. The home where participants relocate to must meet one of the following criteria:

1. The subject site is located outside the 0.2% annual chance (500 year) flood zone as shown on the most recent FEMA Flood Insurance Study (FIS) for the area or as indicated on the Louisiana Watershed Initiative (LWI) model product
2. The subject site is outside the 1% annual chance (100-year) flood zone as shown on the most recent FEMA Flood Insurance Study (FIS) for the area or as indicated on an LWI model product and the first floor of the subject structure is elevated to the highest of two (2) feet above the highest adjacent BFE, ABFE, preliminary ABFE or local municipality requirement if applicable on a pier or piling foundation.

Note: In order to receive the Safe Housing Incentive the applicant must provide their new address outside of the SFHA prior to grant execution (to meet requirements of 1). An elevation certificate is also required at the closing for the new property (to meet the requirements of 2), however the state will only provide reimbursement for one elevation certificate per household.

The home for relocation is not required to be in Louisiana. Recipients of the Safe Housing Incentive are not required to purchase a home to receive the incentive grant award, however, the relocation address is required in order to verify that criteria for 1) and 2) as listed above (vii.c) have been met prior to grant execution.

d) OWNER-OCCUPANT BUYOUT AND SAFE HOUSING INCENTIVE AWARDS

The maximum award for property owners choosing to accept buyout assistance and Safe Housing Incentive assistance is $250,000.00.

viii) SOLUTION 4: HOMEOWNER BUYOUT PROGRAM AWARD CALCULATION

Assistance for the acquisition of an eligible damaged property is limited to the current fair market value (FMV) of the damaged property, less any duplication of benefits, as determined by the Program and subject to the provisions of the Robert T. Stafford Act, requiring that all funds received by the property owner for the same purpose as the CDBG-DR buyout award be considered a duplication of benefit and deducted from the CDBG-DR award. The Program will calculate the current fair market value of the damaged property using an appraiser licensed in the state of Louisiana and the Uniform Residential Appraisal Report (Form 1004) for valuing fee simple title acquisitions. The maximum total CDBG-DR award for the buyout program and Safe Housing Incentive is $250,000.

1. BUYOUT AWARD EXAMPLE CALCULATION 1 - BUYOUT ONLY WITH DUPLICATION OF BENEFITS WHERE:

Appraisal of property = **A** Duplicative Assistance = **DOB** Total Award = **TA**

A – DOB = TA*

Step 1	Appraisal of property	$150,000
Step 2	Less duplicative assistance received (i.e. SBA Relocation Loan)	$100,000
Step 3	Approved total award	$50,000*

**Cannot exceed program cap of $250,000*

2. BUYOUT AWARD EXAMPLE CALCULATION 2 - BUYOUT ONLY WITHOUT DUPLICATION OF BENEFITS WHERE:

Appraisal of property = **A** Duplicative Assistance = **DOB** Total Award = **TA**

A – DOB = TA*

Step 1	Appraisal of property	$150,000
Step 2	Less duplicative assistance received (i.e. SBA Relocation Loan)	$0
Step 3	Approved total award	$150,000*

Cannot exceed program cap of $250,000

3. BUYOUT AWARD EXAMPLE CALCULATION 3 - BUYOUT ONLY WITH FMV EXCEEDING PROGRAM CAP WITHOUT DUPLICATION OF BENEFITS WHERE:

Appraisal of property = **A** Duplicative Assistance = **DOB** Program Cap = **PC** Total Award = **TA**

(A – DOB) < PC = TA*

Step 1	Appraisal of property	$275,000
Step 2	Less duplicative assistance received (i.e. SBA Relocation Loan)	$0
Step 3	Approved total award	$250,000*

Cannot exceed program cap of $250,000

ix) SOLUTION 4 HOMEOWNER BUYOUT PROGRAM SAFE HOUSING INCENTIVE AWARD CALCULATION:

The Program will use the information from the appraisal of the subject property to determine the gross living area of the home. The Program will use a methodology based on average home values outside of the SFHA within the parish, region or state to calculate the total award under this method. The Program will apply this methodology to the property to undergo a buyout with Safe Housing Incentive, in order to determine the total award for each property owner participating in the Program.

In order to standardize the calculation of gross living square footage, the Program will round the gross living square footage up to the next rounded 50 square feet from the square footage listed in the appraisal when calculating the Safe Housing Incentive. For example, an appraisal that lists the square footage as 1,510 square feet will be rounded up to 1,550 square feet for the Safe Housing Incentive award calculation purposes. Similarly, an appraisal that lists the square footage as 1,545 square feet will be rounded up to 1,550 square feet for the Safe Housing Incentive award calculation purposes.

Exception to Calculation: Household Size

The Program will consider the household size number of individuals in a family or household at the time of application to the Program to calculate the Safe Housing Incentive for owner-occupants. Under this exception, a household of five or more members with a gross living area of 2,000 square feet or less (regardless of the size of the home subject to buyout by the Program) will receive the total award using a Safe Housing Incentive calculation equivalent to that for a home measuring 2,000 square feet.

A family is defined as:

1. All the people who occupy a housing unit, including blood relatives and unrelated people, if any, such as lodgers, foster children, wards, or employees who currently share a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers

2. Two or more persons related by blood, marriage or operation of law, who occupy the same dwelling or unit[1]

Family composition will be determined through the following methodology[2]:

All full-time members of a family, living in a common unit at the time of application, will be counted for the purposes of the Safe Housing Incentive calculation.

1. Anticipated children will be counted as part of a family. Anticipated children include the following:
    a. Children expected to be born to a pregnant woman
    b. Children in the process of being adopted by an adult family member
    c. Children whose custody is being obtained by an adult family member
    d. Foster children who will reside in the unit; or
    e. Children who are temporarily in a foster home who will return to the family
    f. Children in joint custody arrangements who are present in the family 50 percent or more of the time

1. The Program shall count family members that are temporarily in a correctional facility or otherwise temporarily located outside the residence (i.e., on active military duty, temporarily institutionalized or receiving medical care, or temporarily housed at an academic or training institution), provided such family members have a demonstrated legal relationship to a permanent resident of the subject property at the time of application for the program
2. The Program shall count foster adults living in a common unit
3. The Program shall not count visitors

Proof of occupancy of family or household members must be provided in accordance with the "proof of occupancy" requirements in Section V: Applicant Eligibility Criteria of this document, however if there is a lack of clarity regarding a household member's occupancy status, the Program will defer to the stated occupancy from the application.

Example of Total Award Calculation Decision Tree:

Step 1: Consider the calculation for Safe Housing Incentive recipients. Note: The total award refers to the amount that a property owner eligible for the Safe Housing Incentive could receive in this program. The Safe Housing Incentive award is equivalent to the difference between fair market value (buyout award) and the total award.

Example Total Award for Eligible Recipients

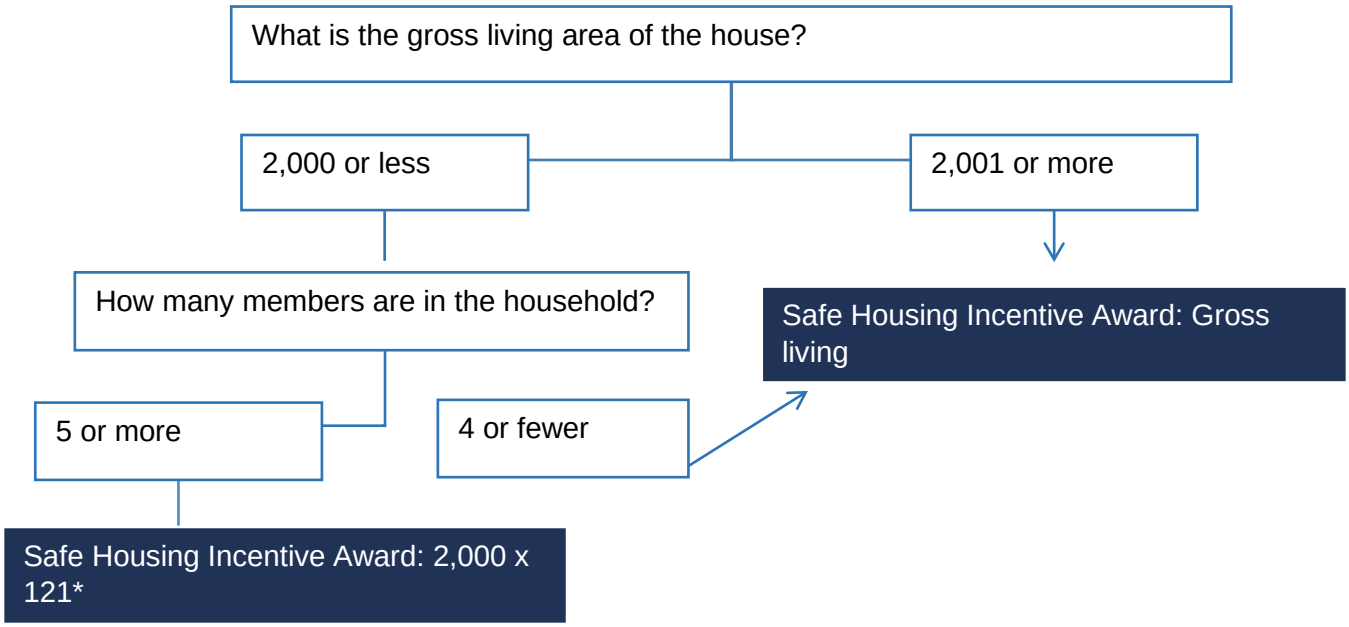
[1] "HUD Definitions, Policy Statements and General Rulings"

[2] "Occupancy of Subsidized Multifamily Housing (Section 8)"

Average home value per square foot	$121* per square foot
1,500 square feet of gross living area, 3 household members	1,500 square feet x $121 per square foot = Total award of $181,500
1,500 square feet of gross living area, 5 household members	2,000 square feet x $121 per square foot = Total award of $242,000

**Note: This is an example of an average home value per square foot. Each parish will have a different calculated average home value per square foot.*

Step 2: Use the decision tree based on the example average home value per square foot amount in the table in Step 1 to determine the housing incentive award:



**Note: This is an example of an average home value per square foot. Each parish will have a different calculated average home value per square foot.*

1. BUYOUT AWARD SAMPLE CALCULATION 4 - BUYOUT AND SAFE HOUSING INCENTIVE WHERE THE TOTAL AWARD DOES NOT EXCEED PROGRAM CAP WITHOUT DUPLICATION OF BENEFITS AND WHERE:

Appraisal of property = **A,** Duplicative Assistance = **DOB,** Safe Housing Incentive Calculation = **IC,** & Total Award = **TA**

(A – DOB) + (IC-A) = TA*

Step 1	Appraisal of property	$100,000
Step 2	Less duplicative assistance received (i.e. SBA Relocation Loan)	$0
Step 3	Safe Housing incentive calculation (home is 1,200 square feet multiplied by $121** per square foot)	$145,200
Step 4	Approved total award	$145,200* composed of: $100,000 buyout portion $45,200 housing incentive portion

**Cannot exceed program cap of $250,000*
***Note: This is an example of an average home value per square foot. Each parish will have a different calculated average home value per square foot.*

2. BUYOUT AWARD SAMPLE CALCULATION 5 - BUYOUT AND SAFE HOUSING INCENTIVE WHERE THE HOUSING INCENTIVE AWARD EXCEEDS PROGRAM CAP WITHOUT DUPLICATION OF BENEFITS AND WHERE:

Appraisal of property = **A,** Duplicative Assistance = **DOB,** Safe Housing Incentive Calculation = **IC,** Program Cap = **PC**, & Total Award = **TA**

$$(A – DOB) + (IC-A) < PC = TA^*$$

Step 1	Appraisal of property	$100,000
Step 2	Less duplicative assistance received (i.e. SBA Relocation Loan)	$0
Step 3	Safe Housing incentive calculation (home is 2,400 square feet multiplied by $121** per square foot)	$290,400
Step 4	Approved total award	$250,000* composed of: $100,000 buyout portion $150,000 safe housing incentive portion

**Cannot exceed program cap of $250,000*
***Note: This is an example of an average home value per square foot. Each parish will have a different calculated average home value per square foot*.

3. SPECIAL CIRCUMSTANCES: MULTIPLE PROPERTY OWNERS

In instances where there are multiple property owners, awards for this program will be issued as follows:

Ownership will be handled according to Louisiana law.

The buyout portion of the award will be paid proportionately to all property owners, including in situations where there is an owner-occupant and/or multiple non-owner occupants

1. If subject site has both an owner-occupant and one or more non-owner occupants (owners who reside somewhere other than the subject property), and the owner-occupant is eligible for the safe housing incentive, the total award will be calculated for the owner-occupant as follows:
    a. Divide the buyout portion of the award proportionately among all property owners (for the owner-occupant this value becomes the buyout portion of their final award)
    b. Obtain the safe housing incentive calculation for the owner-occupant and issue the total award as shown below in Calculation 6
2. If the subject site has multiple owner-occupants who do not plan to relocate to the same household, the total award will be calculated as follows:

a. If all occupants relocate in accordance with the relocation requirements, the total award will be split among the parties as shown below in Calculation 7

b. If some occupants choose not to relocate in accordance with the relocation requirements and some other occupants choose to relocate in accordance with the relocation requirements, the buyout portion of the award will be split among the parties, but the housing incentive portion of the award will be awarded only to the occupant who is relocating in accordance with the relocation requirements as shown in Calculation 8

4. BUYOUT AND HOUSING INCENTIVE AWARD SAMPLE CALCULATION 6 - BUYOUT AND SAFE HOUSING INCENTIVE WHERE THE TOTAL AWARD DOES NOT EXCEED PROGRAM CAP WITHOUT DUPLICATION OF BENEFITS, WHERE THERE ARE MULTIPLE PROPERTY OWNERS, ONE OF WHOM IS AN OWNER-OCCUPANT, AND WHERE:

Appraisal of property = **A,** Duplicative Assistance = **DOB,** Co-Owner Award = **CA**, Percentage of Ownership = **PO**, Safe Housing Incentive Calculation = **IC,** Owner-Occupant Award = **OA,** & Total Award = **TA**

$$A - DOB = CA$$
$$PO$$
$$CA + (IC - CA) = OA$$
$$OA + CA\ A + CA\ B + CA\ C = TA^*$$

Scenario: 4 property owners, 1 of whom occupies the home (the owner-occupant)

Step 1	Appraisal of property	$100,000
Step 2	Less duplicative assistance received (i.e. SBA Relocation Loan)	$0
Step 3	Total awards for the 3 owners who do not occupy the property (all with equal ownership)	$100,000 divided by 4 owners $25,000 buyout award for each property owner
Step 4	Safe Housing incentive calculation for the owner-occupant ($121** x 1,200 sq. ft.)	$145,200
Step 5	Approved total award for owner-occupant	$145,200* composed of: $25,000 buyout portion $120,200 safe housing incentive portion
Step 6	Total award among all owners	$220,200 composed of: $145,200 award for the owner-occupant $25,000 for co-owner A $25,000 for co-owner B $25,000 for co-owner C

**Cannot exceed program cap of $250,000*
***Note: This is an example of an average home value per square foot. Each parish will have a different calculated average home value per square foot.*

5. BUYOUT AND SAFE HOUSING INCENTIVE AWARD SAMPLE CALCULATION 7 - BUYOUT AND HOUSING INCENTIVE WHERE MULTIPLE OCCUPANTS ARE RELOCATING TO DIFFERENT LOCATIONS, ALL IN

ACCORDANCE WITH THE RELOCATION REQUIREMENTS OF THE PROGRAM, AND WHERE:

Appraisal of property = **A,** Duplicative Assistance = **DOB,** Co-Owner-Occupant Award = **COA**, Percentage of Ownership = **PO**, Safe Housing Incentive Calculation = **IC,** Owner-Occupant Award = **OA,** & Total Award = **TA**

$$A - DOB = COA$$
$$PO$$
$$COA + (IC - A) = OA$$
$$PO$$
$$OA\ A + OA\ B = TA^*$$

Scenario: 2 owner-occupants, both are relocating to separate units in accordance with the relocation requirements of the Program

Step 1	Appraisal of property	$100,000
Step 2	Less duplicative assistance received (i.e. SBA Relocation Loan)	$0
Step 3	Buyout awards for the owner-occupants (all with equal ownership)	$100,000 divided by 2 owners $50,000 buyout award for each property owner
Step 4	Safe Housing incentive calculation for the owner-occupants ($121** x 1,200 sq. ft.)	$145,200
Step 5	Total award among all owner-occupants	$145,200* is the total award, but it is divided among the two owner-occupants: $72,600 for owner-occupant A composed of: $50,000 buyout portion $22,600 safe housing incentive portion $72,600 for owner-occupant B $50,000 buyout portion $22,600 housing incentive portion

**Cannot exceed program cap of $250,000*
***Note: This is an example of an average home value per square foot. Each parish will have a different calculated average home value per square foot.*

6. BUYOUT AND SAFE HOUSING INCENTIVE AWARD SAMPLE CALCULATION 8 - BUYOUT AND HOUSING INCENTIVE WHERE MULTIPLE OCCUPANTS ARE RELOCATING TO DIFFERENT LOCATIONS, ONE IN ACCORDANCE WITH THE RELOCATION REQUIREMENTS OF THE

PROGRAM, ONE NOT IN ACCORDANCE WITH THE RELOCATION REQUIREMENTS, AND WHERE:

Appraisal of property = A, Duplicative Assistance = **DOB**, Co-Owner-Occupant Award = **COA**, Percentage of Ownership = **PO**, Relocation Incentive Calculation = **IC**, Relocation Incentive Owner-Occupant Award = **IOA**, & Total Award = **TA**

A – DOB = COA
PO
COA + (IC –COA) = IOA A
COA = COA B
IOA A + COA B = TA*

Scenario: Two owner-occupants, both are relocating to separate units, one location is in accordance with the relocation requirements of the Program (owner-occupant A) and the other is not (owner-occupant B)

Step 1	Appraisal of property	$100,000
Step 2	Less duplicative assistance received (i.e. SBA Relocation Loan)	$0
Step 3	Buyout awards for the owner-occupants (all with equal ownership)	$100,000 divided by 2 owners $50,000 buyout award for each property owner
Step 4	Safe Housing incentive calculation for the owner-occupants ($121** x 1,200 sq. ft.)	$145,200
Step 5	Total award among all owner-occupants	$145,200* is the total award, but it is divided into: $95,200 for owner-occupant A composed of: $50,000 buyout portion $45,200 safe housing incentive portion $50,000 for owner-occupant B $50,000 buyout portion $0 housing incentive portion

**Cannot exceed program cap of $250,000*
***Note: This is an example of an average home value per square foot. Each parish will have a different calculated average home value per square foot.*

x) SOLUTION 4 HOMEOWNER BUYOUT PROGRAM: GRANT EXECUTION

The Program will use the grant execution process to meet with applicants (either virtually or in person) and review all program requirements prior to receipt of grant funds. OCD Solution 4 Grant agreements require applicants to comply with the Program requirements described within this document and noted in the grant agreement. If there are multiple property owners, only one must execute the grant agreement(s). OCD will accept properly executed Power of Attorney documents to assist property owners who cannot attend the grant execution.

1. **Pre-Award Verifications**: Applicants are responsible for providing truthful, accurate and complete applications to OCD. However, prior to making an award, OCD is responsible for reviewing each applicant file to verify all information is complete, applicant eligibility is verified, and all benefit calculations are completed correctly. Applicants are subject to audit and further review throughout their participation in the Program and up to five years after grant execution. Applicants must provide additional documentation in support of their applications as requested by the State, its representatives or agents, HUD, HUD OIG, or the Louisiana Legislative Auditor. Failure to comply with these requests may result in recapture of funds.
2. **Grant Application Documents:** Prior to receiving an award, applicants will:
    a) Self-certify that they still own the subject property and that they have not received notices of default or seizure related to taxes, mortgage, or title.
    b) Have an affirmative obligation to notify OCD if they receive notice of default or seizure after receipt of award from the Program.
3. **Award Acknowledgement Notification**: Once the applicant has completed the application process, including submitting all required documentation, has been determined eligible and has had an award calculation conducted, an award acknowledgment notification will be issued electronically and mailed to the applicant address as provided in the Solution 4 application. The award letter provides the applicant with information about their potential eligible award, award calculation, and the appeals process. All appeals must be submitted and resolved prior to Award Acknowledgement acceptance.
4. **Program Award Structure:** All awards shall be issued as a one-time payment. For owner-occupants eligible for a safe housing incentive, there will be a cash sale enacted and a safe housing incentive grant award issued for relocation assistance in accordance with the relocation requirements provided in section D. Solution 4: Voluntary Acquisition and Buyout of this document. Payment from the cash sale will be divided among all adult co-owners. Payment from the safe housing incentive for owner-occupants will be split among adult co-inhabitants who are owner-occupants if there are multiple parties.

Applicants to this program do not retain any mineral rights unless they specifically request to reserve mineral rights. Applicants who specifically request to reserve mineral rights prior to or with award acceptance may reserve those rights, but the Louisiana Land Trust (LLT) and any subsequent buyers retain all rights to reasonable property use and transfer.

All self-certified information may be investigated by OCD or by HUD at a later date. Applicants are under an obligation to comply with any OCD request for verifying documentation that supports a self-certification, even after awards have been granted and applicant files have been closed.

The following specific terms are used in this section:

Buyout award: That portion of a grant awarded to a program applicant for the purchase of a disaster damaged home. This is equal to the current fair market value of the property, subject to a cap of $250,000.

Safe Housing Incentive award: That portion of a grant awarded to an owner-occupant who is eligible to receive the safe housing incentive. This is equal to the total award minus the buyout award and minus any DOB. This award is to enable relocation in accordance with the relocation requirements described in this document.

Total award: The total award is the total award amount that a program applicant receives.

xi) APPEALS AND COMPLAINTS

Awards may be appealed and complaints can be filed as per Section VIII (E) (i) in this manual.

xii) RECAPTURE

See recapture policy as per Section VII (K) (ii).

xiii) SOLUTION 4: DEMOLITION AND DISPOSITION PLAN

Demolition and disposition of acquired property in the Solution 4 Homeowner Buyout Program may occur only when the local jurisdiction (parish or municipality) where a buyout project is located provides a disposition plan and enters into an agreement to take ownership of the acquired property prior to the Program executing buyouts in that area. Louisiana Land Trust (LLT), on behalf of OCD, will demolish any structures on properties undergoing buyouts, and remove impediments to drainage and/or retention from the site. The parish or municipality where a buyout project is located is responsible for the disposition and maintenance of the properties long-term.

Property acquired through buyouts in this program may be disposed of in the following ways, subject to discretion of the Program in coordination with the parish or local municipality:

1. Preservation by the state (note on this option: OCD will not preserve or own property).
2. Retention and maintenance of the property by local jurisdiction or designee.

The state is not required to purchase any property under this program, and preservation of buyout property under this program by the state is subject to review and approval by the state agency engaged in preservation.

Any future uses of property acquired through this program will be subject to a deed restriction provided by the Program. The deed restriction shall not be amended by the local jurisdiction.

1. DEMOLITION:

The state's designee, the Louisiana Land Trust (LLT) will acquire eligible properties on behalf of the Office of Community Development. Once the LLT takes ownership of the property, LLT will coordinate scheduling teams to conduct demolition of structures on those properties prior to final dispositions. The homeowner is required to vacate the property entirely as of the date and time of the property real estate closing, as the demolition can take place at any point afterward.

Once the property has had the structures on it demolished, LLT's contractors will remove the resulting debris from the property and dispose of said debris in accordance with local, state and federal regulations. This includes any necessary site decommissioning. Contractors will provide appropriate notice on site regarding the demolitions being conducted during said efforts.

LLT will then process the properties to which it holds the Fee Simple Title to their final ownership dispositions, which will vary depending on the locations of the properties. These will include transfer of ownership to local municipalities or parishes as outlined in the local jurisdictions' disposition plan.

2. DISPOSITION:

Any future uses of property acquired by the jurisdiction through this program will be subject to a deed restriction provided by the Program. The deed restriction shall not be amended by the local jurisdiction. For further guidance, please see FR-6303-N-01 and FR-6326-N-01.

3. COVENANT AND COMPLIANCE WITH OPEN SPACE REQUIREMENTS

Conditions on future use of the property will be outlined in the deed restriction provided by the Program and shall not be amended by the local jurisdiction.

IX. FLOOD INSURANCE ASSISTANCE POLICY

A. FLOOD INSURANCE ASSISTANCE (FIA) PROGRAM SUMMARY

In line with the federal Stafford Act and related laws, the RLHP requires that homeowners assisted with CDBG-DR funds under RLHP who are in a Special Flood Hazard Area (SFHA) obtain and maintain flood insurance to ensure that CDBG-DR assisted properties are protected from future disasters. Through implementation, the RLHP has found that in some cases, especially among low-to-moderate income and moderate income (up to 80% AMI) households, the initial payment of the flood insurance premium can be an obstacle. The repair or reconstruction of these households with RLHP grant funds triggered the flood insurance requirement for all households living in the Special Flood Hazard Area, which may not have been required of certain property owners prior to the declared disaster events of 2020/2021. This new or increased level of flood insurance coverage may pose a burden for many homeowners and prevent them from accepting their grant or from achieving Program closeout.

To protect the CDBG-DR investment and enable serving the state's most vulnerable RLHP active grantees, the RLHP may provide LMI households and households up to 80% AMI with assistance in obtaining their initial-required flood insurance. This assistance will cover the costs of flood insurance premiums for properties covered by the Flood Disaster Protection Act of 1973, as amended, pursuant to 24 CFR 570.605.

The one-year term flood insurance premium will be calculated as a supplement to the eligible homeowner's RLHP grant, based on a Program-evaluated quote up to a maximum of $2,000 that will be paid on behalf of the homeowner directly to the insurance providerThis one-time payment will enable homeowners to start building capacity to retain coverage in perpetuity. Under FIA, the Program provides financial counseling and other homeowner capacity building efforts to foster understanding of the need and process for budgeting for flood insurance premiums in perpetuity.

Throughout the implementation of the RLHP, the State will issue flyers and communication advisories reminding homeowners of their responsibility to maintain flood insurance on properties located in the Special Flood Hazard Areas where federal assistance is received. The State will remind all property owners receiving disaster assistance of the requirement to purchase flood insurance, as well as the statutory responsibility to provide written notification to any transferee of the requirement to obtain and maintain flood insurance in perpetuity on the property. The active grantee should also retain a copy of the written notification in the documents evidencing the transfer of the property as the transferring owner may be liable if he or she fails to do so.

Eligibility and Criteria for Selection

The FIA Program is available to active grantees that can demonstrate a hardship in paying the cost of flood insurance as required by the RLHP. An active grantee is considered to have a hardship if his or her housing payment (rent or mortgage) equals or exceeds thirty percent (30%) of his or her monthly take-home pay, or the insurance premium is more than fifteen percent (15%) of the active grantee's adjusted gross income or as otherwise determined by the Program.

Additional eligibility requirements are as follows:

- Homeowner must be an active grantee of CDBG-DR grant funds in the Restore Louisiana Homeowner Assistance Program (RLHP); and
- Homeowner must be ready to close on their RLHP repair/reconstruction grant under the Restore Louisiana Homeowner Assistance Program (RLHP) or have closed successfully on their grant but have not reached final closeout; and
- Homeowner must be determined under the RLHP as meeting the LMI national objective, or up to 80% AMI, to meet the urgent need national objective of those who do not have the adequate level of flood insurance necessary for Program closeout; and
- Homeowner must sign their RLHP Grant Agreement for the Flood Insurance Assistance (FIA), committing to completing the eligible repair activities outlined in an inspection report and identified on the Estimated Cost to Repair (ECR) report; and
- Homeowner must be in a SFHA and an NFIP-participating community; and
- Homeowner must either have no flood insurance or inadequate flood insurance and no means to acquire or increase flood insurance coverage, as applicable. FIA **is not** a reimbursement for flood insurance already purchased or for payments already made on a flood insurance policy.

FIA 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 Flood Insurance Assistance is limited to RLHP active grantees (homeowners who accept their RLHP grant award), the Program will use documentation and determinations that already exist within RLHP, such as ownership, occupancy and LMI status.

FIA will only cover the **primary residence** associated with grant award.

B. TYPE OF FLOOD INSURANCE ASSISTANCE AND MAXIMUM AWARD DETERMINATION:

RLHP Flood Insurance Assistance (FIA) 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.

RLHP Program Requirement

Active grantees located in a Special Flood Hazard Area (SFHA) are required by the terms in their RLHP grant agreement to provide proof of sufficient flood insurance coverage to receive a RLHP grant. Active grantees are required to maintain flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. **For the purposes of this program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant closing/execution for the active grantee.**

Active grantees who have not provided evidence of sufficient flood insurance as required by the Department of Housing and Urban Development (HUD) and RLHP policy will not be able to execute their repair and/or reimbursement grant, or receive final funding if not provided prior to the final

inspection of a reconstruction project or MHU purchase installation. In cases where an RLHP homeowner is a post-closing repair and has not provided sufficient insurance evidence, the FIA can be applied but must occur before grant closeout.

Flood Insurance Coverage

Flood insurance is a type of insurance that protects a home and its contents from damage due to seasonal flooding. The primary provider of flood insurance coverage is through the National Flood Insurance Program (NFIP), a public entity run by FEMA (while there is private flood insurance coverage outside of NFIP, it is not eligible under this FIA program).

The federal flood insurance coverage under NFIP is capped at $350,000.00, comprised of $250,000.00 for dwelling and $100,000.00 for personal possessions or contents. FEMA provides detailed information on NFIP coverages, the benefits of flood insurance, the risks and the associated costs on its information site at: www.floodsmart.gov/.

Generally, items and expenses not covered under NFIP include:

- Anything outside the home (swimming pool, landscaping, septic systems)
- Cars and most other vehicles
- Currency and precious metals
- Living expenses or loss of use
- Loss of business revenue
- Any personal property in a basement

Additionally, causes of damage not covered include:

- Moisture, mildew or mold that could have been avoided
- Damage caused by earth movement

Flood Insurance Cost

For those in high-risk areas, referred to as Special Flood Hazard Areas (SFHA), the cost of coverage depends on the home's size, construction, location, and the selected deductible. According to FEMA, the average flood insurance policy costs approximately $700.00 per year and can vary, depending on the home's elevation height. The average price of NFIP Flood Insurance in Louisiana[3] is $726.00 per year, though cost varies based on the home's location and other factors. NFIP flood insurance is calculated using a formula set by FEMA, so any company selling an NFIP flood policy will provide the same price. The following sites list the Average Annual Premiums and Average Annual Coverage Amounts across cities in Louisiana for reference: www.valuepenguin.com/flood-insurance/louisiana#cost.

[3] Estimates are according to the LA Department of Insurance at https://www.ldi.la.gov/consumers/insurance-type/flood and on https://www.valuepenguin.com/flood-insurance/louisiana#cost, which lists Average Annual Premium and Average Annual Coverage Amount for Cities in Louisiana.

If the home is in a high-risk area, the premium is likely to be tailored to the specific property. According to FEMA, there are many variables that determine pricing, including the age and construction of the home, its proximity to water, the elevation of the house, and the home's value. These rates also consider the height of the lowest level in the house. As with other types of insurance, rates are affected by the dollar amount of coverage selected as well as the chosen deductible; a higher deductible will lead to a lower premium and vice versa. The minimum deductible for flood insurance is $1,000.00, and the maximum deductible is $10,000.00.

There are several public websites that provide a guide to calculating the estimated flood insurance rate based on the factors of a specific home. Some suggested sites for further information on insurance cost, coverage, and restrictions include:

- https://www.insurance.com/home-and-renters-insurance/natural-disasters/flood-insurance.html
- https://www.ldi.la.gov/consumers/insurance-type/flood (Louisiana Department of Insurance)
- https://msc.fema.gov/portal/home (FEMA site for home flood zone mapping)
- http://floodtools.com/Home.aspx (A commercial site, to view property on a flood map and receive detailed estimates of premiums)

RLHP FIA Maximum Award Determination

The FIA grant is calculated to meet the required level of flood insurance under the RLHP that meet the terms of the CDBG-DR funds. The FIA will pay for basic flood insurance coverage provided under NFIP, as eligible for participating communities. The homeowner must obtain the minimum coverage of their repair/rebuilding project under the terms of their RLHP grant.

The FIA maximum grant award determination includes:

- One year of NFIP Building/Structure Flood Insurance coverage; and
- Minimum deductible level selection; and
- Coverage amount specified under the RLHP grant terms. The homeowner must select the minimum tier or level of coverage to meet the requirement, which will be paid by FIA. The insurable value is based on the grant amount at the time of execution. Though it's recognized that rounding may occur at the time of the placement of the insurance, the coverage amount should not vary more than 5% of the Program-determined amount.

The FIA grant award determination does NOT include:

- Contents coverage. Coverage for contents or belongings within a structure is offered under NFIP but is not covered by the RLHP FIA grant. The homeowner may select to cover belongings or contents within a structure at their own cost and by separate policy coverage agreement and payment.
- Coverage amount in excess of the dollar value required under the RLHP grant (with 5% for reasonable rounding variance).
- Additional coverage selection or riders such as wind or other hazards.

- There is a 30-day waiting period for NFIP insurance coverage. Coverage is not available during that period.

Note: In the event that an eligible grantee has not purchased flood insurance and grant funds are available for reimbursement, the grantee may choose to have the flood insurance purchased from the reimbursement proceeds or purchase the policy themselves. Grant funds will not be issued to the eligible grantee until the file is compliant with the proof of required flood insurance in file.

C. FIA APPLICATION AND REQUIREMENTS OF ASSISTANCE:

RLHP homeowners who meet the eligibility criteria and would like to apply for FIA must complete and submit an Application for Flood Insurance Assistance (Section XVII).

Applications may be submitted in one of the following ways:

- Via phone with a Case Manager
- Via email: FIAProgram@restore-la.org

FIA is NOT a reimbursement program. Homeowners who have already purchased the necessary flood insurance to cover their obligation are not eligible for FIA. An application submitted for reimbursement will be denied.

Additionally, any funds already received by the homeowner for flood insurance assistance during overlapping time periods applied for under this program must be subtracted from the grant award determination as a duplication of benefits (DOB), unless proof that the policy was canceled or nullified prior to FIA program award is provided. At the time of Application, the homeowner must disclose to RLHP any previous flood insurance assistance from FEMA or other non-profit sources.

Furthermore, homeowners must report any duplicative benefit received or paid on behalf of homeowner after the date of the FIA Grant execution, which would result in re-payment by homeowner to OCD of the amount of duplicative benefits.

D. INSURANCE PROVIDER SELECTION AND DECLARATION OF COVERAGE SUBMISSION:

Under FIA, the homeowner is required to contact a Louisiana licensed insurance agent to assist in defining the coverage level and providing a quote. The homeowner may need to submit proof of their home's elevation height to the insurance agent to obtain a detailed quote. Homeowners are allowed to select their preferred insurance carrier and obtain a quote reflective of the Program-required coverage, at a minimum.

National Flood Insurance Program (NFIP) policies can be purchased through thousands of insurance agents nationwide. Homeowners can locate insurance agents by contacting the NFIP Help Center at (800) 427-4661. Additionally, a list of NFIP-participating companies is available at www.fema.gov/wyo_company. Homeowners can also use the flood insurance locator tool to obtain providers' contact information at https://www.floodsmart.gov/how/flood-insurance-provider.

Since the price of NFIP-sponsored flood insurance is set by the federal government, the submitted quotes are determined as necessary and reasonable without requiring multiple quotes per home.

Homeowner Steps for Submitting an NFIP Flood Insurance Quote:

1. Complete the FIA Application and be notified of eligibility for the Program.
2. Contact a qualified flood insurance provider and request a quote for the home address per the FIA stipulations outlined in section B.4.
3. Submit the detailed quote received from the flood insurance agent to RLHP at FIAProgram@restore-la.org (note: The quote must be an official statement from an agent, not a general quote obtained from a commercial on-line site).
4. Obtain approval from RLHP that the rate is acceptable and coverage is sufficient.
5. Execute the FIA Grant Agreement (Section XVIV) and the RLHP Grant Agreement, if applicable, and acknowledge the financial counseling completion.

E. PAYMENT ISSUANCE:

FIA is paid directly to the insurance provider by the RLHP, on behalf of the homeowner. RLHP will maintain a copy of the paid receipt in the homeowner file. The homeowner will receive the Declaration of Coverage from the insurance company. The homeowner is required to submit a copy of the Declaration of Coverage page to RLHP within 45 days of FIA grant execution. Failure to provide a Declaration of Coverage within 45 days from the date of purchase will result in Recapture. The FIA grant and RLHP grant are both subject to Recapture per the grant agreement.

Note: It typically takes 30 days from the date of purchase of flood insurance for the policy to go into effect. The homeowner must confirm the effective date with the agent.

F. RETURN OF FIA FUNDS/SOLD HOME:

FIA will pay the premium for one year of coverage for the eligible RLHP homeowner. These funds are considered a grant from the State. If coverage is canceled or suspended within the coverage year for any reason, or if the home is sold within the coverage year, the homeowner is obligated to return any funds related to the premium received from the insurance provider back to the Louisiana Office of Community Development (LOCD).

Homeowners should immediately contact RLHP at (866) 735-2001 if they sell their home or if the policy is cancelled within the year of coverage. The homeowner can also contact LOCD directly at (225) 219-9600.

G. FINANCIAL COUNSELING SERVICES

FIA assists RLHP homeowners in a Special Flood Hazard Area (SFHA) with obtaining and maintaining flood insurance coverage per federal requirements to protect their home and the federal investment made in their recovery from the declared disaster events of 2020/2021 (the "Disasters").. This may be a new financial obligation for some disaster-impacted households, and it is critical that homeowners work

toward a sustainable financial solution to maintain coverage and reduce the risk of impact of future disasters. The RLHP will provide financial counseling to impacted homeowners to foster understanding of the need and process for budgeting for flood insurance premiums in perpetuity.

RLHP will issue flood insurance flyers and provide communication advisories reminding homeowners of their responsibility to maintain flood insurance on their property located in the Special Flood Hazard Area. Targeted financial counseling will also be provided to those receiving FIA. At the time that the homeowner executes their FIA grant, they will receive the following guidance:

- Flood insurance requirements;
- Insurance premium and deductible costs;
- Obligation to maintain insurance in the future;
- Ways to possibly reduce premiums if affordability is a concern based on their financial situation; and
- The statutory responsibility to provide written notification to any transferee of the requirement to obtain and maintain flood insurance. Such written notification should be maintained in the documents evidencing the transfer of the property, and that the transferring owner may be liable if he or she fails to do so.

The homeowner will be required to sign an Acknowledgement of Financial Counseling form at the time of FIA grant execution (see Section XVIV).

H. QUESTIONS

FIA is administered under the RLHP. Questions can be directed to the Program at (866) 735-2001. FIA Application available on the Program website at: restore.la.gov/.

X. INTERIM HOUSING ASSISTANCE POLICY GUIDELINES

A. BACKGROUND

Active LMI Grantees often 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 LMI Grantees work to complete their repairs or reconstructions, they may face financial cash flow challenges necessitated by the additional interim housing costs they are paying during the repair or reconstruction process.

The RLHP will utilize Interim Housing Assistance (IHA), as described in the State of Louisiana Proposed Master Action Plan for the Utilization of Community Development Block Grant Funds in Response to 2020 and 2021 Federal Declarations in Louisiana (April 1, 2022) and State of Louisiana Substantial Action Plan Amendment No. 1 for the Utilization of Community Development Block Grant Funds in Response to 2020 and 2021 Federal Declarations in Louisiana (June 30, 2022). The IHA program will provide additional assistance for qualifying grantees participating in the Restore ’20 – ‘21 Program until repairs to their damaged homes are completed. Such assistance may include temporary

housing assistance and moving assistance. Grantees must be eligible for and accepted in interim housing assistance to qualify for moving assistance.

The main component of the IHA program is temporary housing rental assistance which provides assistance for a maximum time period of 12 months until the home is rendered acceptable for occupancy, or the Final Inspection has been successfully passed by the Program, whichever occurs first. IHA assistance and eligibility requirements are described below in the IHA program summary.

The second component of the IHA activity is Moving Assistance (MA), which will allow a regionally based, capped allotment for up to a four bedroom home, so that the homeowner can contract with a moving service vendor to transport furniture and boxed personal items from the damaged home to the off-site storage facility of the homeowners' choosing and then move the items back to the home once the Solution 1 project is deemed complete. MA can be awarded to IHA grantees to assist those with no other labor resource to facilitate moving as well as assist with the burdensome costs of moving and temporary storage if needed. Additional details are provided below in the MA program summary.

B. INTERIM HOUSING ASSISTANCE (IHA) PROGRAM SUMMARY

Interim Housing Assistance (IHA) allows short-term rental assistance, for reconstruction projects up to 9 months not to exceed 12 months, to eligible applicants whose households are at or below 80% AMI, have chosen Solution 1 for their reconstruction project, have executed their Restore LA grant agreement, and:

- Require housing due to the expiration of the term of their MHU sheltering program for the 2020 – 2021 Disaster event, without a housing plan after the FEMA sheltering program deadline of October 31, 2022, for Hurricanes Laura or Delta and February 27, 2023, for Hurricane Ida, while their home is being reconstructed: or
- Require housing due to temporary displacement that requires that the damaged home be vacated for safety and other reasonable measures to expeditiously complete reconstruction.
- IHA has been approved by HUD final deadline to be determined at later date.

Applicants that are not active in the RLHP or are not eligible for IHA may contact Louisiana Housing Corporation (LHC) to inquire about alternative sponsored programs for more information.

C. ELIGIBILITY AND CRITERIA FOR IHA SELECTION:

- Grantee must have executed their Solution 1 Grant Agreement, received a positive award of CDBG-DR grant funds, and be in an active construction status in the Restore Louisiana Homeowner Program (RLHP); and
- Grantee must be determined under RLHP as meeting the LMI national objective of up to 80% AMI; and
- Grantee cannot receive concurrent lodging or rental assistance from other governmental or charitable organization that would cause a duplicative benefit; and

- If the grantee 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
- Grantee must agree to sign a RLHP Grant Agreement for the Interim Housing Assistance and/or Moving Assistance if applicable, committing to the terms of receiving the benefits and compliantly cooperating with the program and Solution 1 contractor to complete the eligible reconstruction activities.

The IHA grant is not a duplication of benefits to housing rehabilitation, repair or reconstruction funds, as they constitute separate and distinct eligible activities. However, to maintain efficiency, and since Interim Housing Assistance is limited to RLHP active Solution 1 grantees, the program will use documentation and determinations that already exist within RLHP, such as ownership, occupancy and LMI status to determine eligibility.

D. TYPES OF ASSISTANCE:

Interim Housing Assistance is dependent on the grantee's needs. The IHA coordinator will determine the best and most reasonable option for active Solution 1 RLHP grantees.

Assistance may be provided in the form of short-term rental assistance in eligible apartments or furnished corporate lodging, or single-family homes. Assistance will be provided up to the approved period of 9 months depending on type of assistance or until the home is rendered acceptable for occupancy or the Final Inspection has been successfully passed by the Program, whichever occurs first. Applicants must provide the contact information and a copy of lease for program review and approval prior to execution at least 1 week before the required move-in date as communicated by the Solution 1 Contractor.

- **Rental Assistance:** Monthly rental assistance may be provided for Solution 1 reconstruction grantees where 9 months is allotted to reconstruct the damaged home.
- **IHA Duration:** IHA is limited to 9 months, unless additional time is approved by the Program as a result of construction delays.

*__**NOTE**__: Applicants receiving any form of Interim Rental or Housing Assistance from other programs or Non-profit organizations are not eligible for Interim Housing Assistance through Restore '20- '21 for the same period of time.

E. MAXIMUM AWARD:

The IHA provides funds to cover 100% of the current HUD Fair Market rent for the area. The grant award will be paid directly to the lessor that the grantee has secured for the noted time period.

Rental Assistance

- Assistance is limited to lesser of the 9 months total for: a) the actual cost of rent; or b) the 2022 fair market rent of a given area, based on household size and approved number of bedrooms.
- The 9-month grant award amount for reconstruction projects is based on the maximum 2022 fair market rents* for the appropriate number and type of room(s) required for the household

size as indicated in the submitted RLHP application. Fair market rents can be found at FY 2022 Final Fair Market Rents Documentation System — Select Geography (huduser.gov) https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2022_code/select_Geography.odn

- The grant award may pay a rental deposit.
- The grant award may also cover a reasonable small pet deposit (3 pet maximum) as an eligible expense as allowed by the selected facility.
- 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 as part of the grant award.)
- Up to 9 months for Rental assistance will be provided. The total amount of assistance is limited to the time when the home is rendered acceptable for occupancy or the Final Inspection has been successfully passed by the Program, whichever occurs first, unless an extension is approved by RLHP. After the initial 9 months and when requested by the Solution 1 Contractor that can demonstrate extenuating circumstances, additional assistance may be provided in 30 day increments.

Hotel Assistance Due to limited funding, hotel assistance is no longer an available option and will only be continued case by case basis for homeowners who executed their Interim Housing grant agreement prior to March 10, 2024 and are confirmed to be in final stages of their construction project**.**

F. INTERIM HOUSING SELECTION AND PAYMENT ISSUANCE:

The rental assistance received through IHA is paid directly to the rental property owner, not to the applicant, as required by program policy and associated regulations related to eligible activity.

The program administrator will make payments directly to landlords at the beginning of each month, or as specified in the lease-terms.

Note: Applicants are responsible for confirming to the IHA Coordinator the date they move-in and move-out of their temporary lodging. Failure to communicate this information may result in non-payment by the program and loss of interim housing assistance.

Additionally, IHA grant 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. IHA grant funds may not be used for incidentals, unless specifically noted in the lease agreement.

The approved IHA grantee should seek a lease within the HUD fair market rent calculation (based on the comparable bedroom number of the damaged home, or less as appropriate) for their area, based on the location of the damaged residence address, and the approved 9-month term of assistance. *(Note: RLHP may approve location to another parish if requested by the grantee with justification and final program approval).* **Before signing the lease**, the grantee must present the unexecuted ***Rental Lease Agreement*** to the RLHP IHA Coordinator for review in order to receive approval. Once approved, the grantee can execute the lease with the landlord and IHA. Payments will be issued directly to the landlord, under location and terms specified in the executed lease agreement.

- Unit Requirements, Lease Requirements, and Inspection:

- Applicant-selected unit must be safe, sanitary, and permitted under official leasing terms. As interim housing, a full HQS inspection is not required.
- The grantee will complete a program provided checklist confirming the following:
  - Selected unit was built after 1978 and does not require a Lead-based paint inspection and confirmed by program verification.
    - In the event that the available unit was built prior to 1978, the applicant should be provided with the LBP handout and the LBP must be disclosed in writing by the landlord via the lease agreement or a separate Lessor Disclosure of LBP (Form 9600-041)
  - Selected rental unit is not owned by the grantee or a family member which will be verified by the program
- Lessor must provide a signed W 9 to the Program prior to lease execution. Lease agreement cannot include early cancellation fees or buyout fees. If a rental with this type of requirement is presented, the fees will be the sole responsibility of the applicant.

Note: If a grantee receives a deposit refund, paid by the Program, the grantee will be required to pay the refunded amount to the Office of Community Development. Failure to return a refunded deposit to the Office of Community Development may result in recapture of funds in the amount of the deposit.

G. IHA APPLICATION AND REQUIREMENTS OF CONTINUED ASSISTANCE:

IHA Application

RLHP grantees who meet the eligibility criteria must complete and submit an ***Application for Interim Housing Assistance***. The Solution 1 Construction Manager will provide the anticipated interim housing duration need based on the project type (repair or reconstruction), scheduled start date, percentage of construction completion, and projected completion date. The Solution 1 Construction Management Contractor must keep the Program updated on construction progress, extensions (if required and Program approved) and final inspection completion date using the Program IHA process form.

IHA Applications may be submitted in one of the following ways:

- Via phone with a Case Manager
- Vía email: IHA@restore-la.org
- Upload to your Restore account through the online portal

Continued Assistance

The IHA Coordinator will review the projected completion status of the construction project provided by the Solution 1 Construction Manager. If the project is delayed for reasons other than grantee non-responsiveness, the need for an extension will be reviewed for approval in 15-day increments.

If at any time the grantee is non-responsive or restricting access to the project, the applicant-caused delay will be reviewed according to the process below and IHA may be terminated.

- If the grantee does not communicate timely with the program or demonstrates a habitual pattern of delays in making decisions, allowing access or refusing jurisdiction or program inspections, the current IHA may be terminated or the request for additional interim housing assistance may not be approved.

Construction Contractor Delays

- If there are unanticipated material or weather delays communicated by the Solution 1 Construction Manager which affect the project completion timelines, the state must review the extension request and confirm that an extension is justified for approval. Extensions may be issued in 30-day increments. No extensions may exceed 20 months of assistance.
- The Solution 1 Construction Contractor Manager must provide justification for the construction delay on the IHA SharePoint form at least 15 days in advance.

H. TERMINATION OR DISCONTINUATION OF ASSISTANCE:

- Once the home is rendered acceptable for occupancy or the Final Inspection has been successfully passed by the Program, whichever occurs first the grantee will have up to 14 days to move back into their home and IHA will terminate.
- If during the awarded period an RLHP grantee becomes inactive, non-responsive or ineligible with RLHP, the grantee will not be eligible for continued assistance for the duration of the approved IHA term and any associated costs from the date of inactivity, ineligibility, or non-responsiveness will be the responsibility of the grantee. The assistance expended up to the date of the inactive, ineligible, or nonresponsive date will remain an eligible project expense and will not need to be repaid by the grantee.
- If a grantee is negligent or causes damage to the interim lodging or rental, the grantee will be responsible for the cost of all damages and the assistance will be terminated. Grantees will not be eligible for extension or relocation to a new facility in these cases.
- The grantee is expected to vacate interim housing on the date specified in their IHA Grant Agreement or as communicated by the Program. If the grantee's home passes final RLHP inspection prior to the Grant Agreement end date, the grantee is expected to move back into the home within 14 days of the approved final inspection.
- If the grantee voluntarily chooses to vacate their interim housing earlier than the Grant Agreement end date, they must notify the Program IHA Coordinator within 48 hours (Mon-Fri from 8am-5pm) of vacating in order for the program to discontinue payment. If the grantee fails to notify the program of their vacancy, the grantee may have to repay funds issued for unused lodging.

Note: Grantees are responsible for confirming to the IHA Coordinator the date they move-in and move-out of their temporary housing lodging. Failure to communicate this information may result in non-payment by the program and loss of interim housing assistance. Accessibility/Disability Accommodations:

Grantees in need of special accessibility accommodations will be responsible for ensuring the unit into which they move is appropriate for them and/or their household members.

I. MOVING ASSISTANCE AND OFF-SITE STORAGE ACCOMMODATIONS:

Moving Assistance (MA), allows for a regionally based, capped allotment for up to a four-bedroom home, for the homeowner to contract with a moving service vendor to transport furniture, appliances and **boxed personal items** only from the damaged home to an off-site storage facility of the homeowners' choosing and then move the stored items back to the home once Solution 1 construction is complete. Moving and Storage Facility contracts are between the grantee and their approved vendor of choice. Any additional fees above and beyond the approved program allowance are solely the applicants' responsibility. MA is only available to IHA approved grantees up to the duration of the approved IHA term, not to exceed 9 months. MA assists those with no other labor resource available to facilitate moving as well as assist with the burdensome costs of moving and temporary storage.

MA Criteria:

- Grantees must be an approved, compliant IHA recipient in an active construction status in the RLHP; and
- Grantees must make a request to the IHA Coordinator for MA. MA is not an automatic provision of IHA. The IHA Coordinator will provide the allotment available for moving services and the storage facility unit size based on the applicant's geographical location and the number of bedrooms in the damaged residence. Note that allotments do not include charges in addition to basic monthly storage unit rental fees (i.e.: lock fees); Any additional fees above and beyond the approved program allowance are solely the applicants' responsibility.
- Grantees must provide written quotes to the IHA Coordinator for movers and the storage facility prior to scheduling or entering into any agreements or contracts. Should the grantee change the scope of services with the accepted vendor or change vendors the new/updated quote(s) must be presented to the IHA Coordinator; and
- Written moving service quotes must include any special handling items if required, for example, a piano. Any amounts above the regional allotments and accepted quotes provided to the IHA Coordinator will be the sole responsibility of the applicant. MA will pay the lesser of the accepted quote or final invoice from the same vendor. All payments for approved assistance will be made directly to the moving company and/or storage facility; and
- Grantee is responsible for coordinating move in/out dates with their moving and/or storage assistance provider. The Program is not responsible for deposits lost or penalties due to not adhering to scheduled dates. Grantees may be responsible for lost deposits paid by the Program; and
- Grantees cannot receive concurrent moving or storage assistance from other governmental or charitable organization that would cause a duplicative benefit; and
- Grantees must agree to sign an IHA Grant Agreement for the Moving Assistance, committing to the terms of receiving the benefits and compliantly cooperating with the program and Solution 1 Construction Contractor to complete the eligible repair/reconstruction activities identified on the Estimated Cost to Repair (ECR) report. The MA grant agreement will be issued for 90 days for repair projects and 9 months for

reconstruction projects. If the grantee needs additional storage facility assistance at the end of the approved term, it will be extended in accordance with their IHA approved extension.

The IHA and MA are not a duplication of benefits to housing rehabilitation, repair or reconstruction funds, as they constitute separate and distinct eligible activities. However, to maintain efficiency, and since Interim Housing Assistance is limited to RLHP active Solution 1 grantees, the program will use documentation and determinations that already exist within RLHP, such as ownership, occupancy and LMI status to determine eligibility.

Note: Moving and Storage Facility contracts are between the grantee and their approved vendor of choice. Any additional fees above and beyond the approved program allowance are solely the applicants' responsibility.

J. QUESTIONS

The Interim Housing Assistance is administered under the RLHP. Questions can be directed to your Case Manager by email or phone.

XI. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA) is a government-wide statute that governs the applicability of real property transactions and relocation benefits that use Federal funds. As the federal agency charged with community development, affordable housing and disaster recovery, the assistance provided by the U. S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program must adhere to the requirements of the URA. The activities most likely to trigger URA requirements are those that involve the purchase of land or buildings, the demolition of real property, and the rehabilitation of real property.

The Louisiana Office of Community Development (LOCD) submitted a request to modify Section 414 of the Stafford Act requirements relative to the State's homeowner and rental housing programs funded through CDBG-DR funds awarded for flood recovery. On August 7, 2017, Federal Register Vol. 82, No. 150 (Docket No.FR-6039-N-01) granted the waiver. The waiver provides specific interpretation to Section 414 that relieves the State from compensating displaced tenants, although certain specific provisions must be made to track and provide services to the displaced. The waiver does not relieve the State of URA responsibilities for tenants displaced as a result of CDBG DR construction activities.

As applicable to this program, only tenants in owner-occupied single-family homes or tenants in duplexes at the time of the storm and who moved are considered displaced persons. The waiver provides for limited benefits to these persons, which consists of providing informational services only. Applicants who reside in a duplex and maintain a current tenant on the other side of the duplex are not eligible for the Program, nor may the applicant evict a tenant from the duplex in order to become eligible for the Program.

The URA's objectives are:

To provide uniform, fair and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally-funded projects.

- To ensure relocation assistance is provided to displaced persons to lessen the emotional and financial impact of displacement.
- To ensure that no individual or family is displaced unless Decent, Safe and Sanitary (DSS) housing is available within the displaced person's financial means.
- To help improve the housing conditions of displaced persons living in substandard housing.

An important part of the URA is to establish a Residential Anti-displacement and Relocation Assistance Plan (RARAP), which is incorporated into this Plan. It has been prepared by the Restore Louisiana Homeowner Assistance Program (RLHAP) in accordance with the Housing and Community Development Act of 1974, as amended; HUD regulations 24 CFR 42.325 and is applicable to CDBG Disaster Recovery assistance. Funding under the Restore Louisiana Homeowner Assistance Program (RLHAP) is directed to owner-occupied, single-family homes. However, in limited circumstances there may tenants of these homes that will be displaced and qualify for URA. This Plan is intended to address tenants qualifying for URA assistance.

A. APPLICABILITY OF URA TO CDBG-DR PROJECTS

The URA definition of a “Displaced Person”. There are situations within this program, however, that will trigger URA eligible assistance such as the eligible owner-occupant having a tenant who rents a room or rooms in the qualifying dwelling or there are multiple dwellings on the qualified property, one or more of which are rented.

URA qualifying tenants within qualifying single-family homes or duplexes must meet the 49 CFR 24.2(a)(9) definition of a Displaced Person. Generally, a displaced person under the URA is an individual, family, partnership, association, corporation, or organization, which moves from their home, business, or farm, or moves their personal property, as a direct result of acquisition, demolition or rehabilitation for a federally funded project. Displaced persons are eligible for relocation assistance under the URA. Generally, persons not displaced are not eligible for relocation assistance under the URA.

Section 104 (d) of the Housing and Community Development Act, which provides an enhanced level of assistance for beneficiaries of CDBG programs, has been waived for this specific disaster allocation.

B. WHO QUALIFIES AS A “DISPLACED PERSON”?

Department of Transportation -- 49 CFR §24.2(a)(9); §24.101(b); HUD -- 24 CFR §42.305; §92.353(c)(2)(C); §570.606(b)(2)(D); §970

Personal Situation of Tenant:	Qualifying Justification:
Moved after owner applied for HUD funds, but before receiving the General Information Notice, and before the grant was executed.	URA protects tenants who move without notification of their rights.

Termination or non-renewal of lease forced the move, without due process.	Evictions must comply with state law and may not be undertaken to avoid relocation.

C. WHO DOES NOT QUALIFY AS A "DISPLACED PERSON"?

Personal Situation of Tenant:	Disqualifying Justification:
Moved after owner applied for HUD funds, received General Information Notice, but before Initiation of Negotiations or date relocation assistance eligibility was conferred.	Tenants who choose to move without cause or eligibility after receiving general information notice lose eligibility for assistance.
Eviction or lease termination, with due process, forces move.	Valid evictions comply with state law and do not seek to avoid relocation obligations.
Owner offers decent, safe, sanitary, suitable, affordable unit.	Displacement has not occurred if owner offers a decent, safe, sanitary, suitable, affordable unit and tenant chooses to move elsewhere.
Lacks legal right to occupy the unit	Occupied dwelling without the consent or knowledge of the owner (State law addresses who has a "legal right to occupy" the unit)
Moves into the unit with the intention of receiving relocation assistance	Persons who occupy the property for the sole purpose of obtaining relocation assistance do not qualify for assistance.
Moved into dwelling after funding application date, and signed lease after receiving written "move-in notice" of possible displacement -- precludes eligibility for relocation assistance	Tenant received proper notice prior to occupancy and made an informed decision. (see HUD Handbook 1378, Appendix 29)
Emergency repairs required temporary move.	No rent increase; no effect on the unit; tenant received reasonable treatment during short-term move; owner paid out-of-pocket expenses
Owner issued Notice of Relocation Eligibility, but cancelled it before move, informed tenant in writing, and avoided tenant displacement.	Owner did not harm tenant; but must reimburse financial commitments tenant made for alternate housing.
Move caused by code enforcement involved no subsequent federally funded rehabilitation or demolition of the dwelling.	Code enforcement alone does not require relocation assistance if tenant moves, even if HUD funds pay salaries of code officials. Subsequent demolition or rehabilitation of the project with federal funds may require relocation assistance.

Personal Situation of Tenant:	Disqualifying Justification:
Not a legal resident in the United States	The URA generally prohibits relocation payment persons unlawfully present in the United States. (refer to: Illegal Aliens & the URA FAQs http://www.fhwa.dot.gov/realestate/illegaqa.htm)

D. PROGRAM RESPONSIBILITIES

Federal law requires RLHAP to minimize dislocation and to compensate qualifying tenants fairly for relocation, when using federal funds. Low-income renters represent a particularly vulnerable population. Many of the requirements under URA involve notifying residents of their rights and the processes involved. RLHAP uses HUD guidelines to create templates for the most common relocation notices. These requirements are applicable for tenants moving forward. For tenants previously displaced, Restore LA must locate them and provide informational services but monetary compensation is not required.

Notify Tenants

RLHAP and the applicant must provide formal notices to the qualifying tenants at several points during the relocation process. For example, RLHAP must notify tenants of:

- The project: scope, purpose, funding source (federal program).
- Their legal rights, under URA, and who to contact with questions.
- Potential assistance and benefits.
- Likely time frames for moving.
- Procedures for obtaining payments or reimbursements.
- Notification delivery must be:
- Hand-delivered or sent via certified mail, return receipt requested.
- In plain language, legible format.

Understandable for the tenant. For tenants with limited English proficiency or other situations, translate notice into appropriate language, Braille, or sign language. RLHP must arrange a reader to communicate with illiterate tenants.

Notices must include a phone number, or other means, for tenants to obtain information.

Minimize Displacement

RLHAP must minimize the displacement of persons from their homes by planning demolition activities to allow tenants to remain in their units as long as possible. In order to assist tenants to fully participate in the relocation process, reasonable accommodations must be made for persons with disabilities and language assistance must be made available for persons with limited English proficiency and RLHAP must inform tenants of the availability of this assistance. RLHAP must provide tenants auxiliary aides, written translation, oral interpretation, or other assistance requested in order to fully participate in the relocation process.

Provide Relocation Assistance

Relocation assistance for eligible households includes notification of rights, timelines and procedures; advisory and support services; identification of comparable decent, safe and sanitary housing; reimbursement of moving expenses; and payments for the added costs of renting or purchasing replacement housing.

Collect Documentation

RLHAP must maintain documentation of compliance with all relocation requirements.

Minimize Displacement:

The RLHAP seeks to minimize displacement of persons. Persons displaced is expected to be minimal due to following:

- The Program targets voluntary participants, most of whom are homeowners living in single-family houses. These program applicants are not considered to be displaced persons and are therefore not eligible for relocation expenses unless offered at the discretion of the Program.
- The Program is acquiring property only through voluntary means.
- The Program is not acquiring businesses.
- Rental properties, whether single family of multifamily, are not the focus of the Program.

Consistent with the goals and objectives of activities assisted under the Act, the RLHAP will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Stage acquisition of rental units to allow tenants to remain in the house as long as possible.
- Provide training to staff to help homeowners and tenants with information on assistance available to help them remain in their neighborhood where needed.

E. WHAT IS A TENANT FOR THE PURPOSES OF RLHP?

For the purposes of RLHP, there are three criteria which may be used to prove that a landlord/tenant relationship exists:

1. There must be a lease in place between the tenant and the landlord.
2. There must be a rent roll and/or cancelled checks from the tenant to the landlord to prove a business relationship.
3. There must be evidence of rental income from the tenant on the applicant's income tax documentation.

In addition, there can be no laws, regulations, or zoning rules in the local jurisdiction that prohibit applicants from renting to tenants. For example, in many parishes it is illegal to rent rooms in single family homes.

If the tenancy is legal in the local jurisdiction and all three of the prior criteria are met, then the person renting from the applicant may be considered to be a tenant.

F. APPLICANTS WHO HAVE POTENTIALLY QUALIFYING TENANTS:

Applicants must disclose if they have a tenant at the time of application and if they had a tenant at the time of the declared disaster event who was displaced as result of damage. There are two scenarios where URA might apply to tenants in this program:

- Applicants who own single family homes renting a room or an apartment within the house to tenants, or
- Applicants who own and reside in a duplex and previously rented the other side of the duplex to a tenant who was displaced as a result of the declared disaster event.

According to the waiver, tenants displaced previously are not eligible for monetary assistance but must be identified and provided with informational services (assistance with locating new rental units).

If a tenant is disclosed and meets the qualifying standards of a displaced person under URA, the Case Manager will identify the Applicant as URA eligible on the application. The Case Manager should then work with the RLHAP URA Coordinator to:

- Verify URA qualification and eligibility
  - Develop a Temporary Relocation Plan;
    a. RLHAP and the applicant will gather household data; prepare relocation notices, process payments, etc. (Occupancy Record)
    b. RLHAP and the applicant will determine the income and household characteristics of the occupants.
    c. RLHAP and the applicant will determine when the unit needs to be vacated.
    d. RLHAP and the applicant will work with the displaced tenant to determine where the replacement unit is located, and how tenants will secure interim housing.
  - Initiate a Site Survey and Tenant Interview
  - Provide Relocation Notices (Tenant RLA Brochure, Notice of Residential Tenant to be Displaced)
    a. Tell tenants not to move now and inform them that eligibility notification will follow. Tell tenants that if they move before they receive further instructions from management, they may be ineligible to receive relocation assistance.
    b. Tell tenants they must continue to comply with lease obligations.
    c. Inform tenants, “Pursuant to Public Law 105-117, aliens not lawfully, present in the United States are not for relocation assistance, unless ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child. All persons seeking URA relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. Public Law 105-117, does not apply to benefits under Section 104(d).
    d. Describe relocation assistance eligibility and advisory services; 90-day Notice to Vacate;
  - Payment for moving expense; and replacement housing assistance.

- Develop Relocation Costs/Budget

    a. Conduct assessment of other available units in area to identify comparable units and assess if rents and utilities will affect RAP budget estimates.
    b. Estimate tenant service needs such as storage, telephone re-connection, cable/internet re-connection, and any other reasonable costs.
    c. Estimate moving costs.
    d. Provide claim forms for moving and relocation costs to tenants.

- Provide Relocation Advisory Services

XII. ADMINISTRATIVE REQUIREMENTS (ALL SOLUTIONS)

A. ADMINISTRATIVE RECORDS

Administrative records, kept in electronic format, are files that apply to the overall administration of the CDBG-DR funded RLHP. They include the following:

- Personnel files;
- Property management files;
- General Program files: Files relating to the sub-grantee's, sub-recipient's, or contractor's application to the grantee, the sub-recipient agreement, Program policies and guidelines, correspondence with grantee and reports, etc.; and,
- Legal files: Articles of incorporation, bylaws of the organization, tax status, board minutes, contracts and other agreements.
- Financial records: These include the chart of accounts, a manual on accounting procedures, accounting journals and ledgers, source documentation (purchase orders, invoices, canceled checks, etc.), procurement files, bank account records, financial reports, audit files, etc.
- Project/applicant files: These files document the activities undertaken with respect to specific individual beneficiaries, property owners, and/or properties.

B. RECORD RETENTION

Records are maintained to document compliance with Program requirements and federal, state, and local regulations and to facilitate an audit review by HUD. Records are maintained in accordance with 24 CFR 570.506 and 24 CFR 570.490, as amended by the Consolidated Notice waivers and alternative requirements. Proper records management ensures that:

- The state complies with all requirements concerning records and records management practices under Federal and state regulations;
- The state has the records it needs to support and enhance ongoing business and citizen service, meet accountability requirements and community expectations;
- These records are managed efficiently and can be easily accessed and used for as long as they are required; and
- These records are stored as cost-effectively as possible and when no longer required they are disposed of in a timely and efficient manner based on HUD Handbook 2225.6, Records Disposition Schedules and HUD Handbook 2228.2.

C. APPLICANT FILES

The Program must maintain electronic files for each applicant funded through RLHP. Each file must contain at a minimum the following information:

- Verification of Program eligibility
- Determination of the national objective met
- Award calculation
- Duplication of benefits
- Grant Recapture documents
- Environmental clearance
- Grant agreement documents
- Monitoring QA/QC
- Appeals, if applicable
- Final Determination of Anti-fraud, waste, and abuse check, if applicable all documents submitted by the applicant
- Correspondence from the Program

D. PERSONALLY IDENTIFIABLE INFORMATION

All files containing personally identifiable information (PII) must be handled in a secure manner. To protect PII, files should be given a unique identification number.

E. FILE SECURITY

All records will be maintained in an electronic format. Files are secured to ensure privacy of all applicant PII located within the files. Electronic files containing PII will be secured in password protect electronic folders. The vendor will backup files on a routine basis. Required reports to stakeholders may include applicant Program identification numbers or property addresses, but will not include unique identifiers such as social security number, etc.

F. PROGRAM DATA FEEDS

The Program will ensure that secure feeds are set up from third party vendors, which will be used to verify information provided by the applicant. Program staff will review the applicant provided information and the third party verified information.

G. VENDOR MANAGEMENT

In addition to verifying the accuracy of information provided by Program applicants, the RLHP verifies the accuracy of information provided by its vendors. As part of the state procurement process, contractors are required to complete a vendor background questionnaire and to report derogatory information relating to the contractor and/or its key personnel. Prior to contract execution, LOCD's procedures include, but are not limited to: reviewing debarment lists, searching known databases for information (such as State of Louisiana tax liens and incorporation documents), conducting internet research, and obtaining information available from state and Federal agencies (such as substantiated investigative findings and audit reports). LOCD has established regular channels of communication with other state and local government agencies who are contracting with various entities for services relating

to storm recovery efforts in order to be on guard for issues relating to contractor fraud, waste, and abuse.

H. OTHER FEDERAL REQUIREMENTS

i) FAIR HOUSING/CIVIL RIGHTS

The Fair Housing Act requires all grantees, sub-recipients, and/or developers funded in whole or in part with HUD financial assistance to certify that no person was excluded from participation in, denied the benefit of, or subjected to discrimination in any housing program or activity because of their age, race, color, creed, religion, familial status, national origin, sexual orientation, military status, sex, disability or marital status. LOCD complies with and enforces the Civil Rights requirements of Title I of the Housing and Community Development Act and the Fair Housing Law.

ii) ANTI-FRAUD, WASTE, AND ABUSE

HUD requires that specific policies are developed to prevent fraud, waste and abuse. Therefore, LOCD has established procedures for verifying the accuracy of information provided by Program applicants, vendors, and sub-recipients. LOCD's Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in information provided by third parties that may be indicative of fraud, waste, and abuse. LOCD will ensure that accurate information obtained from third party vendors and AFWA checks are conducted systematically, utilizing standardized research methodologies and flag identification processes for consistency and equitable treatment across relevant sources. Flag codes, notations, and relevant supporting documents are checked for errors.

HUD encourages that complaints regarding fraud, waste, or abuse of government funds be reported through one of the following methods:

AFWA Fraud Hotline: 866-364-3457

Email: Fraud@restore-la.org

Online Form: https://restore.la.gov/online-report-fraud-form/

XIII. APPENDIX A. VERSION HISTORY

Ref.	Date	Description
V1.0	03/02/2022	Draft Version 1.0 Published for Review
V1.0	03/10/2022	Version 1.0 Published
V1.1	03/11/2022	Updated reconstruction footprint description for stick-built and MHU's to reflect damage residence footprint may not be increased by more than 2' in any direction from the original footprint or will be considered new construction and require additional environmental clearances prior to start of reconstruction or MHU site prep.
V1.1	03/16/2022	- Revised Applicant Responsibilities to reflect 60 day documentation deadline and outline due diligence process for inspection scheduling. - Updated language in Demographic Criteria Section for Phase II regarding proof of disability. - Added requirement for insured applicants; claim must be filed and documentation provided prior to receiving assistance from program.
V1.1	03/22/2022	- Added requirement for at least 1 completed progress inspection before/or at 180 days from time of grant agreement for Solution 2 progress. - Added example award calculation tables for applicants who received SBA DOB.
V1.1	03/29/2022	- Added final approved homeowner forms – Homeowner Certification & Authorization Form and Consent to Release Information (non-owner) form
V1.2	04/18/2022	- Updated policy with approved MHU Replacement Caps. $85,000 SWMH / $120,000.00 DWMH. - Added MHU Repair Option for exterior repairs of roof and/or siding for MHU's less than 10 years old with repairs that are less than or equal to $18,000 for single-wide manufactured home or less than or equal to $23,000 for double-wide manufactured homes. - Added Fortified Roofing (IBHS) cost allowance for MHUs at $3.75 per sq. ft.
V1.2	04/22/2022	- Revised Construction Standards S1 Repairs: All interior paint will be standard white flat finish. No custom colors or finishes. Exterior paint for will be color matched as close as possible to existing color scheme. Exact match is not guaranteed
V1.2	04/27/22	-Added Maximum Award Cap for Solution 1-3 - $250,000
V1.3	05/20/22	-Revised SBA Reimbursement Award Example and Added SBA Reimbursement and Repair Award Example for applicants with AMI <120%.

Ref.	Date	Description
V1.3	05/20/22	-Revised Section I. Prioritization Criteria to clarify that all information provided by the homeowner in their initial survey is self-certified by the homeowner for the phasing process and will be verified during the application process and eligibility review using third party data or additional documentation requested from the Program.
V2.0	7/13/2022	-Revised MID parishes to reflect those from Ida and added Ida and the May 2021 floods to list of disaster events
V2.0	7/13/2022	-Changed Maximum Award Cap for Solution 1-3 from $250,000 to $350,000.
V2.0	7/26/2022	-Revised $116 reconstruction price per square foot to “the program allotted price per square foot” and added Appendix C to display approved Program pricing as of a particular date.
V2.0	7/26/2022	-Added Substantial Damage Letter and Substantial Improvement Letter to definitions
V2.0	7/26/2022	-Revised Section IV. Prioritization Criteria to clarify that Major/Severe damaged is defined by HUD as per the Federal Register Notice.
V2.0	7/26/2022	Removed Interim Housing Assistance Policy/Guidelines –Under Development
V2.0	7/26/2022	Revised 504/ADA language to 1) include the allowance for interior and exterior accommodations and 2) state that such accommodations must be made prior to grant execution. Note: The Program will pay the lesser of the Program cap or the applicant’s quoted/invoiced price for any 504/ADA-related scope.
V2.0	7/27/2022	Revised updated Solution 1 Construction Standards in Appendix C
V2.0	7/27/2022	Revised Solution 4 Safe Housing Incentive (SHI) to include the applicant’s requirement to provide proof of a residency outside of the SFHA prior to closing
V2.0	7/27/2022	Added Subrogation Agreement
V2.0	8/1/2022	Removed references to Construction Technical Assistant (CTA) and replaced with Case Manager
V2.0	8/1/2022	Revised Reconstruction Standards to add pile foundation option, updated pricing structure and photographs in document to remove Vinyl Siding and add Fiber Cement Siding (Hardi Plank)
V2.0	8/2/2022	Under Prospective Purchase of MHU, updated from FEMA to FEMA sheltering program

Ref.	Date	Description
V2.0	8/29/2022	Updated definition of Mitigation Activities in the Definitions section
V2.0	8/29/2022	Updated definition of Reconstruction in the Definitions section
V2.0	8/29/2022	Updated definition of Second Home in the Definitions section
V2.0	8/29/2022	Updated dates of Program funding
V2.0	8/29/2022	Updated Eligible Activities
V2.0	8/29/2022	Update time-frame for Urgent Need National Objective
V2.0	8/29/2022	Updated to reference where to locate IBHS Fortified Gold Reconstruction standards and FORTIFIED Home Fundamentals
V2.0	8/29/2022	Revised Construction Standards section added
V2.0	8/29/2022	Updated Duplication of Benefits language specifying that the best, most recent available data from FEMA, the Small Business Administration (SBA), insurers, and any other sources of local, state, and Federal sources will be used.
V2.0	8/29/2022	Updated the Record Retention requirements
V2.0	9/9/2022	Updated the FRN in the Award Acknowledgment Letter and changed the term “mobile” to “manufactured”
V2.0	9/13/2022	Incorporated IHA/MA Policy in Appendix I (MA Policy is under development)
V2.0	09/28/2022	Section V(A)(iv): Removed “last three months of paycheck stubs” as alternative documentation due to available third party data feed for W-2 workers.
V2.0	09/28/2022	Section VII (F); VIII (A)(v);VII (B)vii: Removed "DARA" form required from applicant. Form no longer used.
V2.0	09/28/2022	Section VII (F)ii : Added IBHS Fortified will be added "as a change order post-closing"
V2.0	09/28/2022	Section VIII (A) (i): Changed to only require applicant or co-applicant to sign for reconstruction grant and demolition of damaged residence.
V2.0	09/28/2022	Section VIII (B) (iv):Added clarification that elevation is allowed for “"projects if a reconstruction or pier and beam structure"”

Ref.	Date	Description
V2.0	09/28/2022	Section VII (G) (a): Added clarification that “two-hundred and twenty five (225) square feet of aggregate or seven hundred and fifty (750) square feet of concrete driveway where aggregate is not allowed are included in the program approved allotted price per square foot unit rate.”
V2.0	09/28/2022	Section VII (G)(I)(p): Added clarification regarding” range hood with light or over the range microwave with light if previously existing”, removed “garbage disposal.”
V2.0	09/28/2022	Appendix C (B)(i) #8: Added clarification “that gutters may be substituted in lieu of sod at no extra cost and project extensions will not be given for sod delays.”
V2.0	09/28/2022	Appendix C (B) (iii) #3: Added clarification “Double doors shall be fitted with roller ball catch with matching finish.”
V2.0	09/28/2022	Appendix C (B) (iv) #8:Added clarification “manufacturer recommended fasteners” are to be used
V2.0	09/28/2022	Appendix C (B) (iv) #11: Added clarification that floor material must meet thickness compliant with HUD material standards.
V2.0	09/28/2022	Appendix C (B) (iv) #12: Added clarification that vanities must meet the requirement unless inhibited by walls or other permanently affixed components.
V2.0	09/28/2022	Appendix C (B) (iv) #20: Added clarification that standard must be met unless installation requires damaging existing finishes not included within the scope of work. Wood trim at shower panel edges is not allowable.
V2.0	09/28/2022	Appendix C (B) (vi) #7; #9: Added clarification that Plastic or metal escutcheon plates required at all penetrations with holes/cuts in cabinets and walls hidden.
V2.0	09/28/2022	Appendix C (B) (v) #23: Added clarification that Double doors shall be fitted with roller ball catch with matching finish.
V2.0	09/28/2022	Appendix C (B)(v) #30: Added clarification that where paint is part of deferred scope, the contractor shall install one coat of either tinted primer or paint & primer in one. Seams, joints, miters, edges, etc. shall be caulked and smooth.
V2.1	10/21/2022	- Corrected MHU replacement section to reflect that a two-party check will be issued to dealer.

Ref.	Date	Description
		- Revised MHU Replacement Award cap for double-wide to single-wide: Max award cap for SWMH is $85,000 regardless of original structure size.
V2.1	10/21/2022	Removed requirement for permits to be provided prior to grant execution for MHU's. Section B: Solution 2 Homeowner Managed Construction.
V2.1	10/25/2022	Clarified MHU Repair Allowance; page 89; (section xi)
V2.1	10/25/2022	Applicant Compliance with Program Standards; page 38; Added case by case consideration for pier and beam elevation.
V2.1	10/25/2022	Minor language update to Solution 2 Reconstruction Allowance page 85 for clarification.
V2.1	10/26/2022	Property Type Eligibility Criteria: Revised structure type exception; #6 page 29 to include travel trailer with RV as an ineligible structure type
V2.1	10/26/2022	Exceptions to Duplication of Benefits; page 59-59. Clarified documentation requirements for Contractor Fraud and Forced Mortgage Payoff
V2.2	11/08/2022	Added footnotes below elevation allowance tables to mirror 2016 policy manual.
V2.2	11/04/2022	Solution 2 MHU Replacement Process: - Clarified language in MHU replacement process. Removes requirement for all MEP hook-ups to be included in purchase agreement. - Allowance for replacement unit on original location versus original footprint with a 2' restriction. - Restructured S2 MHU Award language to be consistent with S2 Reconstruction language - Added language to payment process that may include potential payments for installation/MEP contractors if not included in the Purchase Agreement, but is part of total project cost.
V2.2	11/30/2022	Removed Grant Execution Documents Section
V2.2	11/30/2022	Changed language from Award Acknowledgement Letter to Award Acknowledgement Notification for Restore 2020.
V2.2	12/23/2022	Modified methods of reporting fraud in AFWA section to align with internal review process.
V2.2	12/23/2022	Ownership section: Removed language stating "property tax record from 2020 tax roll" to "property tax record from tax roll year of the claimed disaster event" to cover ownership for both 2020 & 2021 disaster events.

Ref.	Date	Description
V2.2	12/29/2022	504 Policy. Removed requirement for a disability verification packet (DVF) to be completed by a physician and submitted to the program for review.
V2.2	12/29/2022	Applicant Responsibilities: Added language to address denied access to structure during damage assessment and/or the scope of work areas during the construction process
V2.2	01/09/2023	Added maximum square foot allotment of 2102sq.ft. to program cap.
V3.0	02/17/2023	Increased Maximum Award Cap for Solution 1-3 from $350,000 to $425,000.
V3.0	02/17/2023	Updated demolition language to allow program to provide documentation/verification of previously demolished structures of applicant cannot provide.
V3.0	02/22/2023	Corrected footnotes under MHU Elevation tables as they were duplicated from stick-built elevation and do not apply to MHU.
V3.0	02/22/2023	Language revision in Prioritization Criteria removing reference to eligibility requirements for clarification. Survey phasing does not determine eligibility.
V3.0	02/24/2023	Added definition of application: An electronic or paper submitted application is considered by the Program to be complete after the respondent has met with a damage assessor at the damaged residence and all work related to the disaster, completed and remaining has been documented on the pre-award estimate.
V3.0	02/24/2023	Solution 3 Reimbursement: Added HUD deadline for completed damage assessments by December 31, 2023.
V3.1	3/9/2023	Updated program damage threshold to FEMA Individual Assistance Program determined structural loss of $5,000 or greater.
V3.1	3/9/2023	Added language to phasing prioritization section to clarify that phasing does not determine Program eligibility.
V3.1	3/9/2023	HUD Minor, Major/Severe Category table removed from Prioritization Criteria.
V3.1	3/9/2023	Reimbursements: Revised multiple sections to note. If an applicant receives a reimbursement payment for repairs, then unforeseen conditions arise resulting in a project flip to reconstruction, the reimbursement funds must be returned to the program.

Ref.	Date	Description
V3.1	3/9/2023	Revised Section VII, F, xi to note that if the chosen S1 home model does not fit on the lot, a smaller model will need to be chosen and no customizations can be made to the plans.
V3.1	03/20/2023	Updated ownership section: Removed requirement for Louisiana licensed attorney to review and approve ADDH and JOP.
V3.2	4/3/2023	FEMA FIRM Definition added
V3.2	4/3/2023	Clarified elevation language throughout policy manual to ensure consistency with 24 CFR Part 55 verbiage.
V3.3	05/15/2023	Updated program damage threshold to $3,000 of real property damage as reported by FEMA IA
V3.3	05/15/2023	Updated phasing criteria: Increased the allowable maximum of insurance received or expected to receive for structural repair from $25,000 to $50,000.
V4.0	10/15/2023	Special Circumstances: Added program restrictions for properties that are only accessible by water
V4.0	09/29/2023	Updated survey deadline to August 1,2023. Updated application deadline to October 31,2023
V4.0	12/01/2023	Added requirement for MHU Purchase Agreement to include make/model.
V4.0	08/31/2023	Policy change. Multiple sections. Policy decision to offer repair for MHU's that are < 20 years old with no flood damage and remaining repairs <$50,000 SWMH & $78,000 DWMH.
V4.0	09/28/2023	Language clarification for Reconstruction Estimates
V4.0	09/28/2023	Language revision for flood insurance requirements for Solution 2 MHU to allow proof of flood insurance prior to final inspection.
V4.0	11/17/2023	Updated LMI SAFE HOUSING INCENTIVE (LMHI) to SAFE HOUSING INCENTIVE (SHI)
V4.0	11/17/2023	Revised Section vii to exclude properties located in a floodplain
V4.0	11/17/2023	Removed V-Zone from Section D, Solution 4
V4.1	04/15/2024	Structure type: Correction to ineligible structure type to allow travel trailers that are occupied as primary residence eligible for SWMHU replacement.
V4.1	04/15/2024	Minor language clarifications in heirship section for clarity to the program.

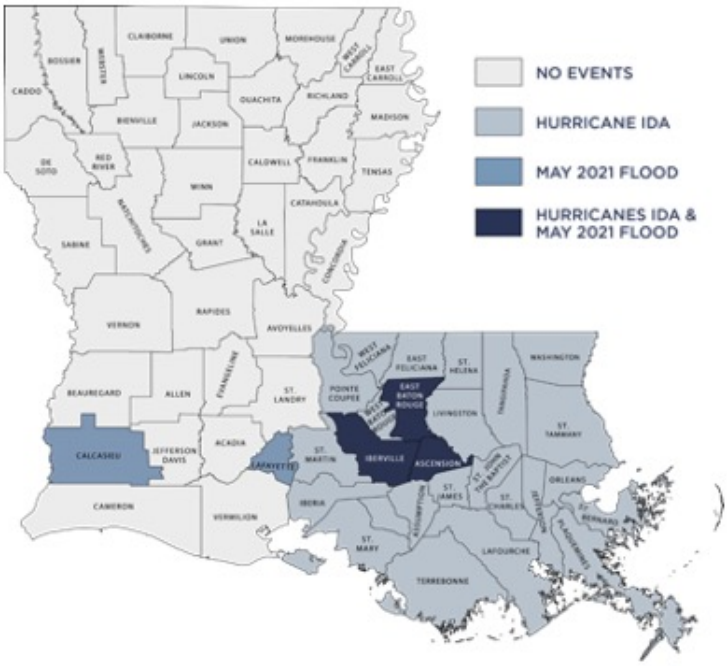
Ref.	Date	Description
V4.1	04/15/2021	MHU leased land ownership documentation requirement revised to remove requirement for Bill of Sale to be notarized
V4.1	04/15/2024	MHU Elevation Table Updated: Cost increase for 3-9 ft. MHU elevation based upon current pricing
V4.1	04/15/2024	504 Lift Cap increased from $18,600 to $23,000.
V4.1.1	05/09/2024	MHU Elevation Table updated to provide approved cost allowance and cap for MHU elevations > 9ft. based upon average cost per vertical linear ft. as previously disbursed through the program.
V4.2	7/26/2024	MHU Elevation Table updated to provide approved cost allowance and cap for MHU elevations up to and above 5 ft. based upon average cost per vertical linear ft. as previously disbursed through the program
V4.2	7/26/2024	Revised Solution 2 Construction criteria to reflect that the Louisiana licensed contractor is not required to be a “residential” contractor.
V4.2	7/26/2024	Revised Purchase Contract section to remove requirement for a “notarized contract filed in conveyance records”
V4.2	7/26/2024	Revised MHU Ownership section to clarify that current ownership and retaining ownership are not required for MHUs.
V4.2	7/26/2024	Revised Ownership Validation for applicants on owned land to state only one applicant needs to be matched to a tax assessment and that supplemental documentation may be requested from the applicant if no tax match can be found.
V4.2	7/26/2024	Revised Ownership Validation for Applicants on Leased Land Section • Remove the requirement for supporting documents to be “recorded in conveyance records prior to the disaster event”; • Expand the “tax record for the year of the disaster event” to include “prior to” the year of the disaster event. • Add language to validate that the signed affidavit from the applicant is “completed at time of application”; • Add allowance for review of alternative documentation to validate self-certification of ownership and consideration for stand-alone ownership attestation case by case.
V4.2	7/26/2024	Revised Heirship section to allow an ADDH to be used to establish program eligibility regardless of whether the decedent died testate or intestate

Ref.	Date	Description
V4.2	7/26/2024	Revised Special Circumstances Related to Type of Ownership section to add language allowing the use of alternative supporting documentation for program eligibility.
V4.2	7/26/2024	Revised Occupancy section to allow occupancy documents dated “near” the date of disaster instead of specifying the month of or the month after.
V4.2	7/26/2024	Revised Occupancy section to allow consideration for alternative documents not outlined in policy to be provided by applicants to support self-attestation of occupancy from application to be reviewed case by case by the program.
V4.2	7/26/2024	Reconstruction Maximum section revised to remove the sq ft. cap on S2 projects since the total award cap of $425 is in place.
V4.2	7/26/2024	Forced Mortgage Payoff section revised to allow applicants provide one of the three listed requirements, as opposed to all three.
V4.2	7/26/2024	Solution 2 Construction section revised to limit home improvement contractors to projects < $75,000.00
V4.2	7/26/2024	Interim Housing Assistance / Moving and Storage section revised to allow required fees that may include admin, insurance, etc. for moving and storage. These are not regulated by PPM 49 and are not an option for the applicant.
V4.2.1	08/25/2024	Minor revision to Solution 4 Eligible Activities; Buyout. Floodplain easement/servitude acquisitions removed.
V4.3	10/14/2024	Updated MHU Replacement Cap by $2,000 for both SWMH and DWMH to meet current market pricing (inflationary increase). SWMH new cap $87,000.00 / DWMH $122,000.00. Only applicable for Restore applicants who have not closed nor submitted purchase agreement prior to 10/14/2024.
V4.3	10/16/2024	Revised language for MHU purchase contracts to remove the requirement for specific unit make/model to be included as is not relevant to grant award.
V4.3.1	01/14/2025	Updated Driveway Considerations: • Total driveway considerations exceeding $4,500.00 total shall be eligible for up to $11.00/sq-ft for Concrete driveways and $4.60/sq-ft for gravel driveways when requested in advance via the standard change order process. • If the driveway does not lead to a point of entry (ingress or egress), then a crushed concrete, limestone, or concrete walkway must be provided, if one is not already present, leading to a point of entry.
V4.3.2	10/30/2026	Clarified driveway considerations. Updated Subrogation Agreement.

Ref.	Date	Description
		Updated requirements for verifying applicant citizenship related to the use of the SAVE system. Clarified habitability references and standards for occupancy.

XIV. APPENDIX B. DISASTER IMPACTED PARISHES MAP

Hurricane Ida & May 2021 Flood Impacted Parishes



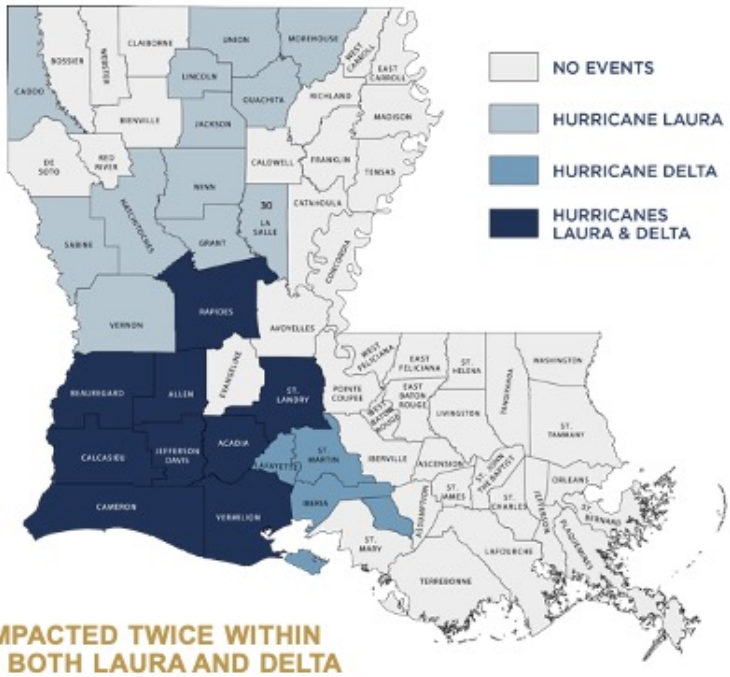
25 HURRICANE IDA IA IMPACTED:

Ascension, Assumption, East Baton Rouge, East Feliciana, Iberia, Iberville, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. Helena, St. James, St. John the Baptist, St. Martin, St. Tammany, Tangipahoa, Terrebonne, Washington, West Baton Rouge, West Feliciana

5 MAY 2021 FLOOD IA IMPACTED:

Calcasieu, East Baton Rouge, Iberville, Ascension, Lafayette

Hurricanes Laura & Delta Impacted Parishes



21 HURRICANE LAURA IA IMPACTED:

Acadia, Allen, Beauregard, Caddo, Calcasieu, Cameron, Grant, Jackson, Jefferson Davis, La Salle, Lincoln, Morehouse, Natchitoches, Ouachita, Rapides, Sabine, St. Landry, Union, Vermilion, Vernon, and Winn

12 HURRICANE DELTA IA IMPACTED:

Acadia, Allen, Beauregard, Calcasieu, Cameron, Iberia, Jefferson Davis, Lafayette, Rapides, St. Landry, St. Martin, and Vermilion

9 PARISHES WERE IMPACTED TWICE WITHIN JUST SIX WEEKS BY BOTH LAURA AND DELTA

XV. APPENDIX C. APPLICATION FORMS

- Federal Form 4506C Request for Tax Transcripts (Version 1, 06/01/22)
- Applicant Certification and Authorization Form (Version 1, 06/01/22)
- Release of Information Authorization Form (*for non-owner adult HH members*) (Version 1, 06/01/22)
- Communication Designee Form (Version 1, 06/23/22)

A. FEDERAL FORM 4506C REQUEST FOR TAX TRANSCRIPTS

Form **4506-C** (September 2020)	Department of the Treasury - Internal Revenue Service **IVES Request for Transcript of Tax Return**	OMB Number 1545-1872

▶ **Do not sign this form unless all applicable lines have been completed.**
▶ **Request may be rejected if the form is incomplete or illegible.**
▶ **For more information about Form 4506-C, visit *www.irs.gov* and search IVES.**

1a. Name shown on tax return *(if a joint return, enter the name shown first)*	**1b. First social security number on tax return, individual taxpayer identification number, or employer identification number *(see instructions)***
2a. If a joint return, enter spouse's name shown on tax return	**2b. Second social security number or individual taxpayer identification number if joint tax return**

3. Current name, address (including apt., room, or suite no.), city, state, and ZIP code *(see instructions)*

4. Previous address shown on the last return filed if different from line 3 *(see instructions)*

5a. IVES participant name, address, and SOR mailbox ID

5b. Customer file number *(if applicable)* *(see instructions)*

Caution: This tax transcript is being sent to the third party entered on Line 5a. Ensure that lines 5 through 8 are completed before signing. *(see instructions)*

6. **Transcript requested**. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request

a. **Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years ☐

b. **Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns ☐

c. **Record of Account**, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years ☐

7. **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript**. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2016, filed in 2017, will likely not be available from the IRS until 2018. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213 ☐

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

8. Year or period requested. Enter the ending date of the tax year or period using the mm/dd/yyyy format *(see instructions)*

/ / / / / / / /

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-C on behalf of the taxpayer. **Note**: This form must be received by IRS within 120 days of the signature date.

☐ **Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-C. See instructions.**

Sign Here			
	Signature *(see instructions)*	Date	Phone number of taxpayer on line 1a or 2a
	Print/Type name		
	Title *(if line 1a above is a corporation, partnership, estate, or trust)*		
	Spouse's signature	Date	
	Print/Type name		

Catalog Number 72627P www.irs.gov Form **4506-C** (9-2020)
For Privacy Act and Paperwork Reduction Act Notice, see page 2.

B. APPLICANT CERTIFICATION AND AUTHORIZATION FORM

RESTORE LOUISIANA HOMEOWNER PROGRAM CERTIFICATION AND AUTHORIZATION FORM

Account ID Number	Applicant Name	Co-Applicant Name (if applicable)
Damaged Residence Street	Damaged Residence City/State	Damaged Residence Zip
Mailing Address Street	Mailing Address City/State	Mailing Address Zip
Email Address	POA Name (if applicable)	

1. Under penalty of perjury, I/we certify that all of the information in this application is truthful and accurate, including my/our eligibility under the following requirements.
   a. The residence for which assistance has been applied is owned by one or more of the household members listed on the application;
   b. The damage residence for which assistance has been applied is the primary residence for all household members listed on the application and was owner occupied at the time of the disaster event;
   c. I/we have accurately reported all forms of income for all household members age 18 and older and/or attest to one or more persons in my household over the age of 18 receiving Zero Income.

Applicant Initial _____ Co-Applicant Initial_____

2. I/we certify that the primary residence address listed above endured damages during the declared disaster event(s) of 2020-21 attested to within this application.

Applicant Initial _____ Co-Applicant Initial_____

3. I/we certify that all forms of assistance received for the purpose of repair or reconstruction to the damaged residence or relocation assistance have been disclosed within this application and may be considered a duplication of benefit by the Restore LA Homeowner Assistance Program.

Applicant Initial _____ Co-Applicant Initial_____

4. I/we certify that all statements and representations made in this application are true and correct. I/we understand and acknowledge that the Restore LA Homeowner Assistance Program and/or its agents may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal and/or state law which may result in ineligibility for benefits, action to recover any Program benefits paid to or on my/our behalf, and/or a referral to criminal law enforcement. In the event of any proceedings to enforce a Grant Agreement, including seeking repayment of funds, the Office of Community Development shall be entitled to recover all costs of enforcement, including actual attorney's fees. *Warning: Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729*

Applicant Initial _____ Co-Applicant Initial_____

5. I/we authorize and consent to the Restore LA Homeowner Assistance Program and/or its agents disclosing to FEMA, SBA or any other government agency information provided by me/us or retained by the Restore LA Homeowner assistance Program and/or its agents in connection with my application.

Applicant Initial _____ Co-Applicant Initial_____

6. I/we understand that the Restore LA Homeowner Assistance Program and/or its agents will use this information to evaluate my/our eligibility for assistance, but the Restore LA Homeowner Assistance Program and its agents are not obligated to offer me/us assistance based solely on the representations in this affidavit.

Applicant Initial _____ Co-Applicant Initial_____

7. I/we acknowledge and agree that the information provided herein may be used to access other government records and insurance claim records that, along with the information in this application, may be disclosed to other government entities and contractors of Louisiana's Office of Community Development to determine eligibility for the Program, verify the accuracy of statements made on this application, and for audit and statistical purposes. Information I provide (but not personal identifying information) may be subject to the disclosure under the Louisiana Public Records law.

Applicant Initial _____ Co-Applicant Initial_____

8. I/we certify that I/we am/are willing to provide all requested documents and to respond to all communication in a timely manner. I/we understand that time is of the essence and failure to respond timely may result in denial for assistance.

Applicant Initial _____ Co-Applicant Initial_____

9. I/we certify that I/we have reported all Duplication of Benefits on my/our application. In the event that I/we received or hereafter receive additional Duplication of Benefits, I/we will notify the Program. After receipt of notice of additional Duplication of Benefits, the Grant Amount will be reduced by such amount as determined by the State. If grant funds have already been fully disbursed, I/we acknowledge that repayment of the amount of the Duplication of Benefits to the State is mandatory. I/we consent into entering a subrogation agreement at closing allowing the State to claim any additional Duplication of Benefits up to the amount of the Grant Amount.

Applicant Initial _____ Co-Applicant Initial_____

10. Homeowner, hereby unconditionally authorizes the State/Program, and their respective assigns, employees, agents, and contractors (collectively, the “Assistance Providers”) to have the right of access and to enter in and onto the property described above ("the Property") for the purpose of performing inspections and/or construction activities resulting from the Disasters of 2020 - 2021 for purposes of participating in the Program. It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake construction activities on the Property. Applicant understands that no inspection or construction activities will be performed until this form is signed.

Applicant Initial _____ Co-Applicant Initial_____

11. I/we understand that rehabilitation or reconstruction may require me/us to temporarily move out of the damaged residence. I/we will agree to vacate the property for the period of time required to complete the scope of work within the time specified on the grant agreement.

Applicant Initial _____ Co-Applicant Initial_____

12. In making this certification, I/we as (Homeowner), hereby authorizes the State/Program and their respective assigns, employees, agents, and contractors (collectively, the “Assistance Providers”) to obtain, share, release, discuss, and otherwise utilize my (Homeowner’s) public and non-public personal information contained in or related to Homeowner’s mortgage loan(s), insurance policies and associated premiums, tax and homeowner payment obligations, utility accounts, insurance premiums or homeowner association fees related to the property.

Applicant Initial _____ Co-Applicant Initial_____

This application will not be valid unless signed below by the applicant/homeowner and co-applicant/homeowner named above and will only remain valid until revoked in writing by any applicant named below.

Applicant Signature	Date	Co-Applicant Signature	Date

C. RELEASE OF INFORMATION AUTHORIZATION FORM

RELEASE OF INFORMATION AUTHORIZATION FORM

I attest that I am part of a household who has applied for disaster assistance through the Restore Louisiana Homeowner Assistance Program, Administered by the Louisiana Division of Administration Office of Community Development (OCD). I further understand that due to my connection within the application personal and financial information will be necessary for the calculation of income of the household. This information includes but is not limited to my personal identity, tax return, employment records, unemployment insurance program records (from the Louisiana Workforce Commission), and any additional income information. I hereby consent to and authorize the OCD, its agents, and contractors and assigns (collectively the State) to request, access, review, disclose, release and share personal and financial information – including any private or confidential information which is not normally subject to public disclosure but is necessary to process this application. I further acknowledge and agree that any party holding such information above is hereby authorized to disclose such information to the State, that the disclosing party is not responsible for any negligent misrepresentation and has no responsibility or liability for what the State or any party to whom the State discloses the information may do with the information in the normal course of business. I agree to hold the disclosing parties harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs (including reasonable attorneys' fees), arising from or in any way relating to their disclosure. I further acknowledge the information gathered may be released to any other governing agency responsible for administering, monitoring, or auditing the Program; including, but not limited to, the U.S. Department of Housing and Urban Development, the HUD Office of Inspector General (OIG) or the Louisiana Legislative Auditor.

All non-owner household members over the age of 18 are required to sign this Release of Information Authorization Form as part of the Restore Louisiana Homeowner Program application process. This authorization is not revocable except as otherwise required by applicable law.

If the application, authorization to release information, or grant agreement is signed by a legal representative through a power of attorney or court authorization, the power of attorney form or court order must be provided.

Household Member Name Printed	**Household Member Signature**	**Date**

Restore LA Account ID#	**Damaged Residence Address**

D. COMMUNICATION DESIGNATION FORM

RESTORE LOUISIANA
Homeowner Assistance Program

COMMUNICATION DESIGNEE FORM

Applicants to the Restore Louisiana Homeowner Assistance Program (RLHAP) can designate a third party to obtain information about their program application. This third party is known as the **Communication Designee** and they will be authorized to make inquiries of the applicant's Program status either in person, via the phone, email, and/or mail. The person designated as the Communication Designee is not authorized to make any decisions or sign the Grant Agreement or any other documents or Affidavits on behalf of the applicant unless they also hold a valid Power of Attorney. You may designate an individual or a representative at an agency as your Communication Designee. Each applicant must sign an individual communication designee form to allow the program to release information to the appointed person.

I hereby certify and affirm that I, _____, am the applicant homeowner of the property listed below. I do hereby authorize _____ to be my Communication Designee in connection with the Restore Louisiana Homeowner Assistance Program Account ID number listed below. In addition to providing the Account ID, the following code word will be used to ensure the identity of the Communication Designee: _____. This Communication Designee assignment will be valid until _____ but in no instance, shall be longer than one year from the date of my signature below.

APPLICANT INFO

DAYTIME PHONE NUMBER: _____

PROPERTY ADDRESS: _____

RESTORE LOUISIANA HOMEOWNER ASSISTANCE PROGRAM ACCOUNT ID NUMBER: _____

COMMUNICATION DESIGNEE INFO

NAME: _____

ADDRESS: _____

DAYTIME PHONE NUMBER: _____ EMAIL: _____

_____	_____	Signed ____ day of _____, 20___.
APPLICANT SIGNATURE	**APPLICANT PRINTED NAME**	
_____	_____	Signed ____ day of _____, 20___.
CO-APPLICANT SIGNATURE	**CO-APPLICANT PRINTED NAME**	
_____	_____	Signed ____ day of _____, 20___.
COMMUNICATION DESIGNEE SIGNATURE	**COMMUNICATION DESIGNEE PRINTED NAME**	

Version 1.0 | Last updated June 23, 2022

The Restore Louisiana Homeowner Assistance Program is administered by the Louisiana Office of Community Development and funded by the U.S. Dept. of Housing and Urban Development.

866.735.2001 Restore.La.Gov

RESTORE LOUISIANA
Homeowner Assistance Program

XVI. APPENDIX D. CONSTRUCTION STANDARDS

A. SOLUTION 1 RECONSTRUCTION STANDARDS AND GUIDELINES

Version Date: September 30, 2022

The purpose of this document is to outline all relevant specifications and guidelines for “Turn-Key” Solution 1 Reconstruction Projects. Standard quality items are generally considered as “off-the-shelf" type items. When a conflict between material and installation standards and/or expectations arises, the more stringent standard shall apply. Program material standards are located at the following link: https://www.hud.gov/program_offices/administration/hudclips/bulletins/umbs

Expectations, Items, and activities expected to be provided and/or performed as part of the established reconstruction multiplier are detailed below.

GENERAL CONDITIONS AND EXPECTATIONS:

1. Contractor shall carry Workers Compensation insurance, Liability insurance, and Builder’s Risk insurance, in the amount contractually specified, on each individual project.
2. Contractor shall achieve, and provide certification of, ENERGY STAR, IBHS Fortified Gold compliance, and documentation of Green Building Standards compliance. Any element not noted herein is understood to be included in order to achieve these certifications. References below:
    - https://www.energystar.gov/
    - https://fortifiedhome.org/
    - https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/
3. Sales tax is included within the reconstruction multiplier.
4. Material standards shall conform to HUD requirements or as specified by Program plans, whichever is greater.
5. Contractor shall maintain photographic record of all stages of construction to include those stages necessary to achieve any certifications.
6. Complete mobilization and demobilization from the work site to include all labor, materials, and equipment.
7. Contractor will provide temporary power, water, and portable toilet. Including installation of temporary power pole, service for temporary water, maintenance and delivery of portable toilet until removal, and all associated charges for same.
8. Contractor is responsible for security of site and storage of materials from weather, theft, vandalism, and the like. The Program is not responsible for any expenses or costs incurred as a result of the aforementioned events.

9. All materials must be in new and unused condition. Repurposing previously installed materials is not allowable.
10. All manufacturer installation instructions shall be adhered to. Fasteners and installation methods used must be as per manufacturer instructions.
11. All specification sheets and associated warranty documentation (appliances, mechanical utilities, hardware, etc.) will be placed into a binder and given to the Applicant no later than at the time of the Final Inspection.
12. Finishes shall be selected by the applicant before construction start or item installation. Contractors may not deviate from the scope of work without prior discussion with and written, signed approval from the Program first and then the applicant. The selection document(s) must be uploaded to the system of record.
13. All work will be performed in a professional and workmanlike manner and in conformance with manufacturer requirements. Seams, joints, miters, etc. will be tight and cosmetically correct. Splits, gaps, chips, etc. are not allowable. Trim-outs and finish elements shall be of the same color and/or type. Example: White receptacles with white cover plates, nickel door hinges with nickel doorknobs.
14. Reconstructed home shall be re-connected to existing waste, water, and electrical services.

SITE PREPARATION, FOUNDATION & FLATWORK, AND ELEVATION

1. Site preparation is to include any and all equipment and associated operator hours, excavation, backfill, grading, etc. In cases where demolition is required, demolition of the existing structure, foundations, abandoned subsurface utilities beneath structure, driveway, walks, and any other damaged structures on the property that must be removed (i.e. storage sheds or detached garages) must include timely debris removal and legal disposal of removed debris, regardless of size. This includes demolition and proper disposal of homes with lead-based paint and/or asbestos with adherence to all EPA and LA DEQ regulations. Note: The contractor is responsible for damage to permanent features such as culverts, driveways and walkways caused by construction activities and/or construction vehicles.
2. Tree, tree limb, and/or brush trimming and removal within 10’ of building footprint; If the home is being reconstructed in a location substantially different than that of the original structure, the contractor will remove and/or trim trees and/or brush up to 2’ in diameter such that the home can be constructed.
3. Crushed concrete or limestone should be used for all reconstruction driveways. If prohibited by jurisdiction, up to 750 square feet of reinforced slab is included for driveways and walk from driveway to main entrance only. *See Driveway Considerations section below for additional scenarios.
4. Foundation elements to be driven timber piles as per design. If prohibited by jurisdiction or required by Prime Contractor Engineered site specific foundation plan, concrete stabilization foundation with contiguous footings is allowable but may not be individual spot-piers.
5. Homes shall be built elevated in all zones unless prohibited by local ordinance, Home Owners Association, or the like, and shall be built to the minimum three (3) foot height above grade, two (2) foot height above base flood elevation, or as required by local municipality, whichever is greater. If

prohibited, the contractor shall submit a copy of the relevant ordinance, deed restriction, or covenants, along with proposed scope changes, for management review. Elevations greater than three (3) feet will be funded based on approved Program policy.

6. Foundation shall be constructed so as to have a minimum of eighteen (18) inches of clear space between the bottom of the floor joists and the ground or foundation element.
7. Grading under home shall be crowned and smooth such that water will flow away from the home.
8. Three (3) feet of sod shall be installed around perimeter of the home beneath the drip edge of the roof, contractor may substitute with seamless aluminum gutters at no additional cost if sod is unavailable. Project extensions will not be given for sod delays.

ROOFING, FRAMING, INSULATION, AND EXTERIOR

1. Floor, wall, and roof framing elements to include associated strapping, fasteners, hurricane ties, framing straps, and any other elements necessary to achieve completion.
2. Wall, roof, and floor sheathing shall be as per program design.
3. Roof sheathing, framing, and covering shall conform with, and be installed to, IBHS Fortified Gold Standard. Progress must be inspected and photographed at each relevant stage as delineated within this standard.
4. Insulation, to include air sealing, shall be installed which meets or exceeds R13 for walls, R30 for ceilings, R19 for flooring, or as per plan, whichever is greater. Insulation shall be secured using manufacturer approved methods.
5. ½" foam board sheathing shall be installed with wood sheathing on all exterior walls, as per Energy Star requirements.
6. Siding and associated trim elements shall be painted fiber-cement.
7. Porches, steps and landings for every entry door shall be as per Program design and land on a concrete pad no less than three feet in length and no less than the width of the steps. All components shall be treated lumber with water sealer finish. Handrails shall consist of pressure treated spindles and pressure treated formed handrail.
8. For elevations less than six (6) feet, vinyl lattice or painted wood lattice shall be installed around the perimeter of the home completely covering the crawlspace and shall include an access/entry gate. Treated lumber framing to support the lattice shall consist of a top and bottom plate with stud elements a minimum of every four feet. Lattice shall be installed vertically if exceeding four (4) feet. Single lattice strip shall be installed to protect every seam. Elevations greater than six (6) feet shall have ½" plywood installed, encasing the insulation, and shall be painted white along with columns and sills.
9. Framed soffit with vinyl or metal soffit/fascia material shall be installed.
10. All windows must be Energy Star, double hung vinyl impact resistant windows, and Energy Star single hung windows will be allowable if unable to procure double hung windows. Documentation will be required demonstrating manufacturing and/or shipping delay of double-hung windows. Screens are required on all windows.

11. Vinyl shutter panels shall be installed at windows on roadway-facing elevations. Shutters shall not be cut to fit.

DOORS

1. Doors shall be six-panel style, interior and exterior door styles shall match. Door hardware shall be of the same finish. Exterior door deadbolts and handles shall be keyed alike.
2. Doors shall open towards the nearest perpendicular wall with clear access to light switch(es). Exterior doors shall open to the interior, outswing doors not allowable.
3. Pocket doors, if required, shall have locking mechanisms installed.
4. Pull-down attic access doors are to be trimmed with door casing. The attic access door and casing are to be painted.

FINISHES

1. Door casing shall be 2 ¼" and paint grade, windows will receive stool and apron only. Drywall return is allowable.
2. Baseboards shall be 2 ¼" and paint grade
3. Doors shall be a minimum of 32" wide for Age-in-Place as the minimum width for ADA compliance.
4. Shoe molding/quarter round shall be ½"
5. Hard trim edges (e.g. window stool/sill) shall be rounded/softened.
6. Interior and exterior paint will be standard flat finish and will be selected by the Applicant from the contractor-provided cool or warm palettes.
7. Paintable surfaces such as siding, walls, ceilings, doors, and trim shall consist of one coat of primer and two coats of finish paint, as per manufacturer specifications. Where paint is deferred, the contractor shall install one coat of either tinted primer or paint & primer in one. Seams, joints, miters, edges, etc. shall be caulked and smooth.
8. Cabinets throughout shall be prefinished and screwed to adjacent cabinets through the stiles using appropriate fasteners.
9. Kitchen counters shall be post-formed laminate with 4" integral backsplash and finishing strip on the sides.
10. Kitchen sinks shall be double-basin stainless steel with metal bodied faucet with sprayer.
11. Vinyl sheet/plank flooring shall be installed at wet locations. The Applicant may select carpet and padding or vinyl sheet/plank flooring for dry locations. Peel and stick style vinyl flooring is not allowable. Floor transitions must be ADA compliant as required, and floor material must be of a type and thickness compliant with HUD material standards.
12. Bathroom vanities shall be cultured marble with integral bowl with a minimum width of 36" unless inhibited by walls or other permanently affixed components.

13. Bathroom vanity light fixtures shall be installed centered to the vanity or pedestal.
14. Bathroom mirrors shall be minimum of four (4) square feet, centered and aligned with vanity elements.
15. Bathrooms shall include one (1) hand towel holder, one (1) towel rod, and one (1) toilet paper holder. Full bathrooms shall also include shower rod.
16. Toilets shall be of the elongated bowl style.
17. All bathrooms will be built with solid blocking in the walls for future needs for grab bars whether or not the Program is performing any other reasonable accommodations.
18. Plumbing fixtures shall be metal bodied, plastic fixtures are not allowable.
19. Tub/Shower valves shall be single-handled.
20. Tub, shower, or combination units shall be of one-piece construction, unless installation requires damaging existing finishes not included within the scope of work. Wood trim at shower panel edges is not allowable.
21. Bathroom finishes such as faucet, tub spout, shower head, shower rod, towel holder/rod, and toilet paper holder shall match.
22. Bedroom, hall, and laundry closets shall have one vinyl-coated steel wire or painted wood shelf with wooden or metal rod. Pantry closets shall have minimum of four (4) shelves with no rod.

APPLIANCES

1. All appliances, if eligible, must meet ENERGY STAR certification and/or requirements. The kitchen appliance suite will be offered in the Applicant's choice of white or black.
2. Refrigerator – Quality: Energy Star, Standard grade, 18 to 22 c.f., 2 doors, 1 crisper drawer, glass shelves. Door swing should be away from main kitchen area.
3. Electric Range / Oven - Quality: Standard grade, 4 burners, porcelain top, knob controls, analog clock, oven timer.
4. Over Range Microwave Vent Hood Combo - Quality: Standard grade, wall mounted over range, 1.5 c.f., 950 watts, auto defrost, turntable, Micro Cook I & II, two-speed 200 CFM venting system vented to the exterior.
5. Dishwasher - Quality: Energy Star, Two wash levels, normal wash cycles with pots and pans cycle, water saver, mechanical controls, and cool & hot air dry.
6. Washer - Quality: Energy Star, Standard grade, top load, 2.5 CF capacity.
7. Dryer - Quality: Energy Star, Standard grade, 3.4 CF, 3 cycle, vented to the exterior.

MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS

1. The complete 200-amp electrical system/service and distribution shall meet municipality requirements and plan specifications.

2. A minimum of three (3) exterior outlets that are GFI protected shall be installed (mandatory at exterior doors). All wet locations shall have their own respective GFI outlet. Exterior light fixtures shall be installed at each entrance.
3. Hard-wired smoke detectors, as required by applicable codes, shall be provided. Combination smoke and carbon monoxide detectors are required in common space/hallways Plug-in style carbon monoxide detectors are not allowable.
4. Light fixtures shall be of the LED type or contain LED bulb(s), unless otherwise specified in program plans.
5. Unless otherwise specified in the program plans, the following applies: 48” ceiling fans with light kits shall be installed in bedrooms and living rooms. Flush mount or recessed style lights shall be installed in in hallways/closets/front porches. 48” fluorescent lights shall be installed in kitchens and rear porches. 3 bulb light bars and HVLs shall be installed in bathrooms. Incandescent bulbs/fixtures are not allowable.
6. The HVAC system will be Energy Star certified with an elevated exterior condenser pad installed per municipal height requirements or to the finished floor level. A drain pan shall be installed at the air handler with a float-valve and overflow piped to the exterior.
7. A PEX plumbing system shall be installed, complete with a minimum of two (2) outside freeze-proof spigots. A 50-gallon water heater shall be installed with a drain pan piped to the exterior. Standard plumbing fixtures shall be installed throughout. All stub-outs shall be copper and appropriately mounted to fixed blocking.
8. Access to elevated components shall be provided as required by jurisdiction and/or code.

504/ADA ITEMS INCLUDED WITHIN RECONSTRUCTION MULTIPLIER IF SELECTED BY APPLICANT INCLUDE ANY OR ALL OF THE FOLLOWING:

1. All ADA and 504 requirements shall be identified and documented in eGrants prior to closing. Contractor should be aware that ADA accommodations may arise after construction has begun, and if a request for accommodation is approved by the Program, accommodations will need to be provided.
2. Ramp to front entrance up to three (3) feet in height. Handrail for ramp shall match porches.
3. Grab bars for shower and/or toilet area.
4. Roll in shower.
5. Shower bench.
6. Shower wand.
7. ADA compliant elongated toilet.
8. Handicap accessible vanity with plumbing components insulated or otherwise configured to protect against contact.

9. Applicable accessibility codes also apply to the following: kitchen cabinets, outlet height, light switch height, door widths.

B. SPECIAL CONSIDERATIONS

The following are special circumstances and associated processes for work items that may be allowable in addition to the established reconstruction multiplier.

UNDERGROUND ELECTRICAL FOR NEW CONSTRUCTION

1. Where relocation or replacement of the underground electrical service is required due to the existing electrical service or direct burial wire not being allowed, a change order may be submitted without the need for Exceptions Panel approval.

    - As long as the following conditions are met:

        - Statement from building inspector or municipality indicating such
        - May have the lowest of three appropriately scoped bids used as the cost for the relocation
        - Photographic evidence of the existing non-compliant service or direct burial wire shall be provided with the change order
        - Photographic evidence of the final buried conduit shall be provided with the final documents

UNDERGROUND PLUMBING FOR NEW CONSTRUCTION

2. Where relocation or replacement of the underground plumbing waste and/or water lines are required due to existing lines being unserviceable or unusable, a change order may be submitted without the need for Exceptions Panel approval.

    - As long as the following conditions are met:

        - Statement from building inspector or municipality indicating such
        - May have the lowest of three appropriately scoped bids used as the cost for the relocation
        - Photographic evidence of the existing unserviceable or unusable lines shall be provided with the change order
        - Photographic evidence of the final buried lines shall be provided with the final documents

DRIVEWAY CONSIDERATIONS

1. Regarding existing concrete driveways: the contractor shall, upon identifying damage to the existing driveway as a result of construction activities, cease causing additional damage to the existing concrete driveway. The contractor will not be compensated for the replacement of a concrete driveway due to damage caused by such activities without further discussion with, and/or approval from, Program management.

2. Regarding existing gravel driveways: Unless readily apparent deficiencies exist which will inhibit or prevent the continuation of construction, the contractor shall make every attempt to utilize the existing gravel driveway for the purposes of performing construction related activities. Should these deficiencies exist, they should be documented such that they fully support the claim of being deficient.

3. For Reconstruction projects where driveway replacement is warranted due to existing damage or municipal requirement, crushed aggregate (concrete, limestone, or similar materials) should be used for all reconstruction driveways unless prohibited by the jurisdiction. If prohibited by the jurisdiction, up to 750 square feet of reinforced slab is included for driveways and walk from driveway to main entrance only. Documentation of the ordinance shall be required if the jurisdiction does not allow for aggregate driveways. (Sidewalks are not included within the driveway allowance and shall not be included within these calculations.)

    - Aggregate shall be crushed concrete, limestone or similar materials compacted such that it supports the weight of typical vehicles. Loose gravel or sand is not allowable.
    - Aggregate driveways shall generally be 12 feet wide with a 4 inch compacted depth.
    - 'Split-lane' style driveways are not allowable.
    - Driveways required to extend beyond the home shall require upper management approval.
    - Gravel driveways exceeding 978 square feet may be eligible for up to $4.60/square foot for the portion in excess of 978 square feet when requested in advance via the standard change order process.
    - Concrete driveways and 504-required sidewalks to a ramp or lift exceeding 750 square feet may be eligible for up to $11.00/square foot for the portion in excess of 750 square feet when requested in advance via the standard change order process.
    - If a gravel or concrete driveway is not installed for a Reconstructed home, $4,500 shall be deducted from the Program award.
    - If only a parking pad or a partial driveway is installed, the eligible funding for the completed portion will be calculated as $11.00/sf-ft for concrete and $4.60/sq-ft for gravel. If eligible funding is less than $4,500, the difference shall be included in a DCO.
    - Change orders submitted must include associated calculations, site plan/aerial mapping with dimensions requested, and photographic evidence documenting the additional need.
    - If the driveway does not lead to a point of entry (ingress or egress), then a crushed concrete, limestone, or concrete walkway must be provided, if one is not already present, leading to a point of entry.

4. Aggregate Driveways With 504 Considerations

    - If the Applicant has mobility issues as described by the ADA request form, a concrete parking pad, sidewalk to the ramp or concrete access to the lift will be required in addition to the installed aggregate.

    - The concrete parking pad shall be either of the two options below with the larger of the two being selected unless prohibited by setbacks or other site related conditions:

        - Standard vehicle minimum of 9 feet in width and 20 feet in length - $2,000.00 allowance.
        - Lift equipped van/vehicle minimum of 12 feet in width and 20 feet in length - $2,700.00 allowance.

5. Driveways With Municipal Ordinance Issues

    - If a jurisdiction, municipality, or other regulatory body requires a driveway or property access such that the above guidance may not generally apply, the following guidance shall be used and is applicable to both reconstruction and repair projects:

- The mandated ordinance must accompany the change order request or be approved for inclusion into standards.
- Additional driveway costs shall be such that the end product does not exceed the maximum allowable cost by either ordinance or Program guidance.
- Total reconstruction project driveway considerations exceeding allotted square footages may be eligible for additional funding when requested in advance via the standard change order process.

ASBESTOS

Asbestos abatement must be performed in accordance with all federal and local requirements. Asbestos abatement will be performed on all homes where it has been verified or suspected. The following is to allow asbestos to be approved via the change order process.

1. For any home where asbestos abatement is required, a test must be performed to verify the presence of asbestos.
2. Upon the verification of the presence of asbestos, the abatement can be scoped in Xactimate using the Program approved line items to cover the cost. Xactimate has set pricing for all but one line item needed for abatement. The hauling and disposal line item is a bid item in Xactimate and is the only variable line item. Invoices shall be provided to show actual cost. This will be variable based on the location of the home to the nearest qualified disposal site.
3. Any change order submitted should be accompanied by the test, photographs showing dimensions, and the completed Asbestos Abatement Checklist Document. The following documentation shall be provided in the change order submission:
    - Asbestos test results
        - For S1 properties, an asbestos test and/or test results are not required when the siding on a home built after 1929 and prior to 1990 is known to be siding containing asbestos (i.e. Transite siding). A picture of the siding must be in the damage assessment file. All other conditions remain applicable.
    - Photos of the material in question in all locations the material is present.
    - Asbestos Abatement Checklist Document to include:
        - SF of asbestos removed (rough sketch showing the square footage calculation which can be compared to the Xactimate-generated damage assessment sketch)
        - Verification of how many sets of Personal Protective Equipment (PPE) are required
        - Verification of how many containers (bags) are required
4. After asbestos abatement has been performed, a copy of the completed Haul Ticket must be submitted attached to the completed Asbestos Abatement Checklist Document.
    - Copy of the completed Haul Ticket to Type III dump confirming:
        - What material and quantity (i.e. cubic yards and/or how many bags)
        - Hauled from where-to-where
        - Date the haul was made
        - A Type III disposal facility has accepted the waste.

UNIVERSAL CONSTRUCTION SPECIFICATIONS

The purpose of this section is to outline all relevant specifications and guidelines for Solution 1 Construction Projects. This section is applicable to both repair and reconstruction projects. When the scope of work is derived from Xactimate, and the Xactimate item definition conflicts with the following standards, the more stringent standard will apply. Standard quality items are generally considered as 'off-the-shelf' type items. Program material standards are located at the following link: https://www.hud.gov/program_offices/administration/hudclips/bulletins/umbs

GENERAL REQUIREMENTS

1. Workers Compensation and Liability Insurance.
2. Builders Risk Insurance.
3. Complete mobilization and demobilization from assigned site.
4. Site interior and exterior shall be neat and orderly at the conclusion of each work day.
5. All materials shall be properly protected from weather, theft, or vandalism.
6. All materials must be new and unused.
7. All manufacturer guidelines and installation instructions must be followed.
8. All specification sheets (appliances, mechanical utilities, hardware, etc.) will be placed into a binder and given to the Applicant no later than at the time of the Final Inspection.
9. Plumbing fixtures shall be metal bodied. Plastic fixtures are not allowable.
10. Electrical trim out shall be uniform in color.
11. Trim joints shall be mitered.
12. All framing will be #2 Yellow Pine.
13. Items and/or components being replaced in their entirety shall meet the requirements specified in the reconstruction standards for the corresponding item(s).
14. Roofing shall conform to the Fortified Roof minimum requirements in the event that replacement of the roof sheathing is required, or if new construction, and must be photographed at each stage. Details can be found at https://fortifiedhome.org/training/

    - Construction Requirements

        - 7/16 in. minimum roof deck sheathing and 24 in. o.c. maximum rafter framing (Retrofit solutions provided by a professional engineer may be considered). Existing sheathing shall be re-nailed with 8d ring-shank nails at 6" on-center.
        - Install minimum 4" wide roof deck flashing tape at all seams and penetration.
        - Install minimum 30lb felt or equivalent synthetic underlayment, secured with button cap nails at 6" on center along laps and 12" on center in the field. Staples are not allowable.
        - Drip edge shall be installed over underlayment and fastened at 4" on-center and staggered.

- Starter strips shall be self-adhering or secured with roofing cement and shall be installed at eaves and rake. Reversed shingles are not allowable.
- Asphalt shingles shall be high-wind rated and impact rated.
- Ridge vent shall be designed for applicable wind load. Gable end vents permissible if required by plans however vented soffits and continuous ridge vents must also be provided. Turbine style vents are not allowable.

- Documentation Requirements:

  - The contractor shall provide the evaluator with in-progress photos with identifiable traits or landmarks of the property showing the following:

    - Installation of tape or self-adhered membrane
    - Fastening of underlayment
    - Fastening of drip edge metal over underlayment
    - Application of flashing cement along roof edges
    - Installation of starter strips at eaves

15. All windows must be Energy Star, double hung vinyl impact resistant windows, and Energy Star single hung windows will be allowable if unable to procure double hung windows. Documentation will be required demonstrating manufacturing and/or shipping delay of double-hung windows. Screens are required on all windows.

16. Smooth transitions shall exist from ground surfaces to solid surfaces. Example: gravel should be graded up to finished height of driveway.

17. All light fixtures will need to be LED or use LED bulbs to obtain ENERGY STAR certification, and shall include lamps recommended by light fixture manufacturer.

18. Exterior doors shall be metal insulated 6-panel style, painted with hardware and matching locksets. Doors shall open to the interior, outswing doors not allowable.

19. Interior slab doors will match existing doors if any existing doors are to remain, or be wooden, hollow core six-panel style painted with hardware.

20. Interior doors opening into room shall open towards the nearest perpendicular wall, with clear access to the light switch.

21. All door components will come from the same manufacturer (e.g. slabs, frames).

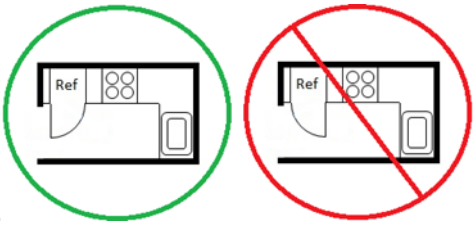
22. Bi-fold doors will match existing doors or be wooden, hollow core, 3-panel per slab painted with hardware.

23. Pocket doors shall have locking mechanism installed. Double doors shall be fitted with roller ball catch with matching finish.

24. Drywall will be ½ inch, minimum level 3 finish, 5/8 inch on ceilings. Water rock will be installed in bathrooms, kitchens and laundry rooms around plumbing rough-ins, sinks / vanities, showers, and toilets.

25. Hard trim edges (e.g. window stool/sill) shall be rounded/softened.

26. Flooring will be FHA approved standard-grade carpet and padding in bedrooms only and standard-grade vinyl sheet/plank flooring throughout the remaining areas. Must allow color options on carpet, wood-look vinyl, tile-look vinyl, and plank flooring. Homeowner may elect vinyl sheet/plank flooring in any and all rooms. Floor material must be of a type and thickness compliant with HUD material standards. Floor transitions must be ADA compliant as required.
27. Kitchen cabinets will be standard grade, prefinished, base and wall with hardware.
28. Cabinet shelves shall be installed when cabinets are new.
29. Unless otherwise specified, all painted items shall have one coat of primer and two coats of finish paint.
30. All interior paint will be standard white flat finish. No custom colors or finishes. Exterior paint will be color-matched as close as possible to existing color scheme. Exact match is not guaranteed. Where paint is deferred, the contractor shall install one coat of either tinted primer or paint & primer in one. Seams, joints, miters, edges, etc. shall be caulked and smooth.
31. Wiring shall not be left unsecured or exposed within the living space.
32. Bathroom vanity light fixtures and/or mirrors shall be installed center to the vanity or pedestal.
33. Refrigerator door shall open away from the kitchen space.



34. Plug-in style CO detectors not allowable.

C. EXAMPLES OF ACCEPTABLE MATERIALS

Bi-fold Door

Interior and Exterior Doors

Kitchen Cabinets

Bathroom Vanity

Base Board

Exterior Columns

Door Casing

Shoe Molding

Vinyl Shutters

Fiber Cement Siding (Hardi Plank)

Tile Look Sheet Vinyl Flooring

Wood Look Sheet Vinyl Flooring

Vinyl Plank Wood Look Flooring

Dining Room Light

Ceiling Fans

Dome Lights

Vanity Lights

Kitchen Sink Light

Double Hung Vinyl Windows

(Including screens at operable panes)

Note: may be replaced with Single Hung based on availability

Bathroom Faucet

Kitchen Faucet

Kitchen Sink

Tub / Shower Faucet

Toilet

Carpet

(Flooring type in photo is not Program Standard)

D. PROGRAM PRICING TABLES

Reconstruction:

Price per SF – All Solutions*	IBHS – Fortified Gold Certification per SF**	Concrete Stabilization Foundation***	XAM Pricelist: Active Date
$157.25	$3.75	$7.00	LALC8X_JUN22 with a 10.2% tax rate: 6/01/2022 - present

**Includes Demolition, Driven Pile foundation to 3', Framed, built to Green Building and economy/standard grade as outlined in RLHP '20-'21 Construction Standards, tax*
***Additional IBHS Fortified Gold price per SF for all Construction to build to this standard*
****Additional price per SF if concrete stabilization foundation is required per Program engineer*

504/ADA allowances not included in Program Allowances:

Structure Type	*Ingress/Egress Ramps – 2-4 Vertical Feet	*Ingress/Egress Ramps – 4-6 Vertical Feet	*Lifts -	*Interior 504/ADA Accommodations	Active Pricing Date
Stick Built & Manufactured Homes	$6,500	$12,000	$23,000	$5,500	6/01/2022

***Capped allowance**
Note: The Program will pay the lesser of the Program cap or the applicant's invoiced price for any 504/ADA-related scope.

XVII. APPENDIX E. GREEN AND RESILIENT BUILDING STANDARDS DOCUMENTS

- Green and Resilient Building Standards Guidance Flyer (Version 1, 09/29/22)
- How Green Building Can Help You – Source: USGBC
- IBHS Fortified Roof Checklist (Version 1, 09/29/22)
- IBHS Fortified Reconstruction Checklist (Version 1, 09/29/22)

RESTORE LOUISIANA
Homeowner Assistance Program

SOLUTION 1 AND 2

GREEN AND RESILIENT BUILDING STANDARDS

OVERVIEW

The Restore Louisiana Homeowner Assistance Program's construction activities will comply with Green and Resilient Building Standards as described in Federal Register (FR) 6326-N-01. The State of Louisiana adopted the **ENERGY STAR Certified Home Standard** for homes that were substantially damaged or where reconstruction is required. Homes that were not substantially damaged must apply the **HUD CPD Green and Resilient Building Retrofit checklist** to all work undertaken as a part of the Program. For construction projects completed, under construction, or under contract prior to the date that assistance is approved for the project, adherence to the applicable standards to the extent feasible is encouraged, but not required. Further, products and appliances replaced as part of the rehabilitation work must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances. RLHP will include in its construction estimates the necessary materials, products, and labor needed to meet Program-required Green Building Standards. Adherence to the applicable Green and Resilient Building Standard will be verified at each construction draw inspection. Should an applicant or an applicant's contractor fail to comply with the applicable Green and Resilient Building Standards, the work is not eligible for payment under the Program.

WHO DOES THIS APPLY TO?

The Green and Resilient Building Standards must be followed in both Solution 1 (Program Managed Construction) and Solution 2 (Homeowner Managed Reconstruction) projects.

Applicants must meet the Green and Resilient Building Standard for:

- All new construction and reconstruction of residential buildings
- All new rehabilitation activities of substantially damaged residential buildings, including changes to structural elements such as flooring systems, columns, or load-bearing interior or exterior walls.

FOR SOLUTION 1:

Solution 1 reconstruction projects automatically adhere to Green and Resilient Building Standards.

The program will ensure that work performed by a Solution 1 contractor, after the date of the damage assessment, complies with the program's Green and Resilient Building Standards where applicable.

Solution 1 reconstruction plans and specifications will be compliant with ENERGY STAR guidelines.

FOR SOLUTION 2:

Adherence to the applicable Green and Resilient Building Standards will be verified at each construction draw. Should an applicant or an applicant's contractor fail to comply with the applicable Green and Resilient Building Standards, **the work will not be eligible for payment under the program.**

For Solution 2 **repair** projects, the program will instruct the applicant as to whether the **Green Building Retrofit Checklist** (rehabilitation) or **ENERGY STAR guidelines** (reconstruction) will be required for construction activities. The applicant is required to incorporate one of these energy efficient items within their repair project.

Applicants' Solution 2 **reconstruction** plans and specifications must meet **ENERGY STAR guidelines** and the cost of these measures is included in the pre-determined program cap for reconstruction cost per square foot.

If during final inspection it is determined that non-energy efficient materials were used in place of prescribed energy efficient line items, the program will deduct the entire value of the prescribed energy efficient line items from an applicant's final grant award. Thus, applicants will not receive funding for any non-energy efficient materials as observed during final inspection.

Version 1.0 | Last updated September 29, 2022

The Restore Louisiana Homeowner Assistance Program is administered by the Louisiana Office of Community Development and funded by the U.S. Dept. of Housing and Urban Development.

866.735.2001 Restore.La.Gov

RESTORE LOUISIANA
Homeowner Assistance Program

BENEFITS OF GREEN BUILDING

Saves You Money

Upfront Investment in green building makes properties more valuable, with an average expected increase in value of 4 percent. Green retrofit projects are generally expected to pay for themselves in just seven years.

Green buildings reduce day-to-day costs year-over-year. In addition to reducing utility bills, an energy-efficient home may save some costs during construction and will ultimately provide you with a more comfortable home.

Keeps You Healthy

The Environmental Protection Agency (EPA) estimates that indoor air pollution may be two to five times worse, and sometimes more than 100 times worse, than outdoor air quality.

Green buildings incorporate healthy ventilation systems and use of non-toxic building materials.

Helps The Environment

Buildings are positioned to have an enormous impact on the environment and climate change. At 41 percent of total U.S. energy consumption, buildings out-consume the industrial (30 percent) and transportation (29 percent) sectors.

Retrofitting one out of every 100 American homes with water-efficient fixtures could avoid about 80,000 tons of greenhouse gas emissions, which is the equivalent of removing 15,000 cars from the road for one year.

FORTIFIED GOLD

For Solution 2 homeowners, **FORTIFIED Roof** or **FORTIFIED Gold** building standards can be utilized, which reinforce areas of your home that conventional construction may leave susceptible to damage from high winds or wind-driven rain. For more information, see the helpful reconstruction checklist.

Learn more at **Restore.La.Gov**

Version 1.0 | Last updated September 29, 2022

The Restore Louisiana Homeowner Assistance Program is administered by the Louisiana Office of Community Development and funded by the U.S. Dept. of Housing and Urban Development.

866.735.2001 **Restore.La.Gov**

RESTORE LOUISIANA
Homeowner Assistance Program

HOW CAN GREEN BUILDING HELP YOU?

SAVES YOU MONEY

- **Upfront investment in green building makes properties more valuable,** with an average expected increase in value of 4 percent. Green retrofit projects are generally expected to pay for themselves in just seven years.
- **Green buildings reduce day-to-day costs year-over-year.** In addition to reducing utility bills, an energy-efficient home may save some costs during construction and will ultimately provide you with a more comfortable home.

KEEPS YOU HEALTHY

- The EPA estimates that indoor air pollution may be 2 to 5 times worse, and sometimes more than 100 times worse, than outdoor air quality.
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SOURCE: USGBC "Benefits of Green Building" (https://www.usgbc.org/articles/green-building-facts).
Icons made by freepik from www.flaticon.com.

RESTORE LOUISIANA

Complete the checklist below to successfully use your disaster recovery award to re-roof your house to the FORTIFIED Roof™ standard and get it designated*. FORTIFIED is a beyond-code construction method that is proven to increase roof strength and home value, and decrease your insurance costs.

FORTIFIED ROOF REPAIR CHECKLIST

For Homeowners and Roofers

☐ Hire a FORTIFIED Evaluator™

FORTIFIED evaluators are independent third-party contractors who provide critical, mandatory compliance verification services. They will help to ensure you earn a FORTIFIED designation for your property. Click here or scan the QR code for an Evaluator directory.

Use this Directory to find an evaluator.

☐ Get 3 Bids

It is a best practice to get at least 3 bids from roofers, but is not required for the Roof Repair program. Give each roofer the Re-Roofing Checklist - Hurricane, so they understand the necessary steps and materials to adjust their bid accordingly. Click here or scan the QR code for the checklist.

If your roofer needs additional information, they can go here.

Give this FORTIFIED checklist to your roofing contractor.

☐ Choose your Roofer

Once you choose your roofer, they will install your roof to FORTIFIED standards. Your FORTIFIED evaluator will document the work and submit it for a designation when the roof is complete.

Encourage your roofing contractor to take the free courses or get certified. Click here or scan the QR code.

Contractor training is available online.

☐ Shop your Insurance

Louisiana HB 451 (2020) made it possible for you to receive a discount on the wind portion of your home insurance for owning a FORTIFIED Roof. It is recommended to price your options with 2-3 insurance companies to find the price and coverage that works best for you.

Use this checklist to help you get the right coverage.

☐ Re-designate in 5 years

After five years, look for a letter or call your evaluator to re-designate your house. They will inspect your home to ensure that nothing has damaged your roof's integrity. This inspection will re-certify your home and allow for continued insurance reductions.

FORTIFIED ROOF

Learn more at fortified.org

SMART HOME AMERICA

LOUISIANA Office of COMMUNITY DEVELOPMENT

RESTORE LOUISIANA

Complete the checklist below to use your disaster recovery award to rebuild your house to the FORTIFIED Gold™ standard and get it designated*. FORTIFIED is a beyond-code construction method proven to increase a home's strength and lower insurance costs.

FORTIFIED RECONSTRUCTION CHECKLIST

☐ Hire a FORTIFIED Evaluator

A FORTIFIED Evaluator is required to meet the FORTIFIED standards and receive state legislated insurance reductions.* If you do not want to achieve a FORTIFIED designation, an evaluator is not required. Evaluators are independent third-party inspectors who provide critical, mandatory compliance verification services. Click here or scan the QR code for an Evaluator directory.

Use this directory to find an evaluator.

☐ Get 3 Bids

It is a best practice to get at least 3 bids from contractors, but is not required for the Reconstruction Program. The FORTIFIED Home™ 2020 Standard will help any builder understand the steps and materials required to bid your FORTIFIED Home. Click here or scan the QR code for the standard.

Give this construction standard to your contractor.

*Plans should be signed and sealed by a licensed professional engineer registered in Louisiana.

☐ Choose your Builder

Your chosen builder will work with your FORTIFIED Evaluator to ensure you home is built to the FORTIFIED Gold standard. The work will be documented and submitted for a designation. Encourage your builder to take free FORTIFIED courses or get certified. Click here or scan the QR code.

Contractor training is available online.

*A Louisiana licensed & insured General Contractor is required for all Reconstruction projects.

☐ Shop your Insurance

Louisiana HB 451 (2020) made it possible for you to receive a discount on the wind portion of your home insurance for owning a FORTIFIED Home. It is recommended to price your options with 2-3 insurance companies to find the price and coverage that works best for you.

Use this checklist to help you get the right coverage.

☐ Re-designate in 5 years

If you build a FORTIFIED Home, after five years, look for a letter or call your evaluator to re-designate your house. They will inspect your home to ensure that nothing has compromised its ability to withstand severe weather. This inspection will re-certify your home and allow for continued insurance premium reductions.

FORTIFIED GOLD

Learn more at fortified.org

SMART HOME AMERICA

LOUISIANA Office of COMMUNITY DEVELOPMENT

XVIII. APPENDIX F. SAMPLE AWARD LETTERS AND SCOPE ACKNOWLEDGEMENTS FOR SOLUTIONS 1–3

- Award Acknowledgement Letter (Version 2, 10/03/22)
- Zero Award Letter (Version 1, 10/03/22)
- Solution 1 Change Order Form (Version 1, 09/19/22)
- Solution 2 Change Order Form (Version 1, 09/19/22)
- Solution 1 Deductive Change Order Form (Version 1, 09/19/22)
- Solution 2 Deductive Change Order Form (Version 1, 09/19/22)
- Acknowledgement of Scope Deferment (Version 1, 10/03/22)

A. AWARD ACKNOWLEDGEMENT LETTER

Based on the information you have provided to the Restore Louisiana Homeowner Assistance

Program 2020-2021(the “Program” or “RLHP '20-'21"), in connection with your application, the Program has made a determination on the eligibility of your application and calculated your potential award. Your award calculation table is available by clicking the link “Open Grant Award PDF” within eGrants.

If you have already completed all construction activities and your award is a reimbursement award only, this letter outlines how your final award has been calculated and your award calculation table shows your final award determination. If you have a Solution 1 or 2 *repair or reconstruction* award or a Solution 2 manufactured home replacement award, this award acknowledgment letter outlines how your final award has been calculated and your award calculation table shows your final award determination.

If you have a **Solution 2 repair award**, the Program will provide technical assistance for you and your selected construction contractor to review and confirm the Program’s scope of work and the development of your project plan to complete your repairs by the most efficient critical path and within the allotted draw allowance and time- frame. You are **strongly encouraged** to review the enclosed scope of work with your repair contractor to determine if there are any eligible items or repairs which have not been included in the award. Any changes to this award that your contractor documents will be reviewed by the Program if you appeal your repair estimate within 60 days of the award Acknowledgement or prior to grant execution, whichever comes first. The Program will determine if requested changes are eligible under the Program rules and, if they are, necessary eligible modifications will be reflected in your updated grant agreement, prior to grant execution. You must notify the Program within sixty days, of the date of this award notification, that you will be requesting an adjustment to the award. (See Appeal Procedures for Applicants included at the end of this letter.)

During construction, your homebuilding contractor may discover unforeseen conditions requiring additional repair or alternative construction practices that were not included in your repair award. In these instances, ***only unforeseen conditions*** may result in a change order to your scope of work and your ultimate award, subject to Program review and approval. These changes may be positive, meaning an increased award, or they may be negative, meaning a decreased award. Such variations in your final award are necessary to ensure that your home is properly repaired and that the Program only pays for work that is necessary and reasonable within Program guidelines. In any instance of a decrease in the actual cost of your repair or reconstruction, the grant award and disbursements may be reduced to reflect the reduction in repair or construction costs. **Read your grant agreement carefully for additional requirements.**

If you have a **Solution 2 manufactured home unit (MHU) replacement award**, the allotted amount for either a single- wide or double wide unit includes allowances for demolition/removal of the damaged unit, delivery of the new unit, site-prep, and mechanical, electrical and plumbing installations, permits, elevation permits and final certificates, sales tax and title transfer. **It is your responsibility to ensure these costs are included in your purchase agreement with your MHU dealer otherwise you will be responsible for the costs**. The Grant Amount is not based on the value of the damaged manufactured home or manufactured home unit, or the cost of a new manufactured home unit of Applicant’s choosing. The Grant Amount is based on the lower of the actual cost expended to remove the damaged unit, purchase and install a new manufactured home

including the mechanical, electrical and plumbing installations, or the cap established by the Program, whichever is less. Elevation costs, excluding elevation permit and final elevation certificate are separate from the replacement cap and are limited to the elevation cap for manufactured home units as listed in the Manual. 504/ADA ingress/egress and interior bathroom accommodations also have allowances separate from the replacement cap and are limited to the actual cost or the cap established by the Program, whichever is less.

Manufactured home repair awards will be shown for damaged MHUs that are less than 20 years old, do not have interior flood damage, and remaining repairs that are less than or equal to $50,000 for single-wide manufactured home or less than or equal to $78,000 for double-wide manufactured home.

If your damaged home, reconstructed home or replacement home is located in a Special Flood Hazard Area, any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. The full insurable value of the structure will be based upon the Program's final total project cost for the applicant at grant execution. Failure to maintain insurance may result in you being ineligible for future disaster relief.

Applicant(s) under Solution 1 and Solution 2 agree not to transfer the Damaged Home or any interest in the Damaged Home, whether voluntarily or involuntarily, until the rehabilitation or reconstruction to be performed under the program has been completed, as confirmed by a successful Program final inspection.

Applicant(s) under Solution 3 agree that the Damaged Home has not been transferred, sold or been made subject to any new liens, mortgages or encumbrances prior to receiving a grant award. Upon the sale or transfer of the property, you will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property. In the event that you fail to provide such notice, you may be liable to the United States for future disaster assistance related to the property.

Evidence that your damaged home is covered by any required flood insurance must be provided at the grant agreement execution. Reconstructed homes or new manufactured home units must provide proof of flood insurance before the final inspection of the project. In all cases, a declaration sheet, ACORD form describing the coverage from your insurance company, or flood insurance application along with a paid receipt will be sufficient evidence to satisfy this requirement. If flood coverage is required, but not available due to the disrepair of your damaged home, you must submit a declination letter from the insurer at the grant execution. In this case, you must also provide proof that you obtained flood insurance once construction has been completed on your home, at or before the final inspection of your project.

If you are required to elevate your home, the lowest habitable floor of your home must be elevated to the highest of two (2) feet above the Base Flood Elevation (BFE), two (2) feet above the Advisory Base Flood Elevation (ABFE), two (2) feet above the Preliminary ABFE or local jurisdicition requirement. For Solution 1 applicants, the Program will verify this requirement by obtaining final elevation certificates. If you are a Solution 2 or Solution 3 homeowner, it is your responsibility to obtain your elevation certificates and provide them to the Program.

i) UNDERSTANDING YOUR AWARD

In connection with the calculation of your award, Program representatives have made an inspection of your home and have compiled a list of damages that have either already been repaired and are eligible for reimbursement under Solution 3 and/or are eligible for repair under Solutions 1 or 2. Your estimates can be viewed or downloaded from your online account.

These estimates provide the initial basis of your award calculation. We also evaluated the sources of funding that have been made available to you by FEMA, insurance, and other sources for the express purpose of repairing your home. These funds, per federal law, are considered “Duplication of Benefits” or “DOB” and must be deducted from your reimbursement and/or repair estimate values. Federal law forbids the Program from providing a second source of financial assistance for the same repair purpose as funds already made available by FEMA, insurance, etc.

This letter will explain, in more detail, how we calculated your award. Information contained in this letter does not change any Program rules. Program rules contained in the RLHP Homeowner Manual are governing. Please make sure you review and understand current Program policies along with the sample grant agreement(s) located on restore.la.gov. You will need to sign your Grant Agreement at Grant Execution, to receive your award.

Your award calculation worksheet consists of seven main sections:

1. **Program Information:** Describes factors including your household income analysis, Program phase, and your solution selection/qualification.
2. **Estimates:** Contains the repair estimate to repair your home to program standards and the reimbursement estimate that values the repairs you have already completed, if any, at the Program-approved rates.
3. **Duplication of Benefits:** Details compensation you have received to repair your damaged property from other sources such as FEMA, SBA, and insurance proceeds. This will first be deducted from your reimbursement estimate and any excess DOB will then be deducted from your repair estimate. DOB may lead to unfunded awards for which you may need to escrow funds (Solution 1) or spend your own funds (Solution 2) prior to accessing RLHP funds.
4. **Reimbursement Calculation:** Demonstrates how the reimbursement portion of your award was calculated.
5. **Repair Calculation:** Demonstrates how the repair portion of your award was calculated.
6. **Reconstruction Calculation:** Demonstrates how the reconstruction portion of your award was calculated, if applicable.
7. **Homeowner Responsibility:** Demonstrates how the homeowner responsibility portion of your award was calculated. The amount shown in this section is the amount of money you will need to either place in escrow (Solution 1) or spend prior to accessing any RLHP grant dollars (Solution 2), less any approved deferred scope, if applicable.

ii) PROGRAM INFORMATION

Area Median Income (AMI) Percentage: HUD publishes income tables for specific geographic regions. AMI is the "middle" number of the incomes in the defined geographic area. Your AMI

percentage represents how close your income is to your area's median income. HUD's definition of income level is based on AMI percentage as detailed below:

AMI Percentage	Income Classification
80% or below AMI	Low to Moderate Income
Above 80% and up to 120% AMI	Moderate to Middle Income
Above 120% AMI	Middle to High Income

Applicant Phase: Your initial phase is determined by your survey responses. Your initial phase may change based on the information that is verified in your application. More detailed descriptions of the phases can be found in the RLHP Homeowner Manual.

Applicant Program Solution: This line indicates the solution or solutions for which you are eligible (Solutions 1 through 3). You may be eligible for only one solution or a combination of Solutions 1 and 3 or 2 and 3, depending on your individual circumstances.

Solution 1 Program Managed Rehabilitation / Reconstruction: Upon execution of your grant award for this solution, your repair or reconstruction project will be assigned to a Program contractor and your construction project will be initiated. The state will pay the grant proceeds directly to the homebuilding contractor at 50% and 100% of construction completion, less any approved deferred scope, if applicable.

If you have selected Solution 1 and your Award Calculation Table indicates that there ***are*** escrow funds required, you will need to provide the full amount of your required escrow less any approved deferred scope, if applicable, in the form of a money order or cashier's check, at your Grant Execution appointment. Funds must be made payable to Restore Louisiana Homeowner Depository. Please write your Account ID on your check. You will not be eligible for assistance unless these funds are provided to a Program representative at your Grant Execution appointment. The RLHP Homeowner Manual contains additional details about the escrow requirements. Once you have executed the Grant Agreement, you may be required to vacate your property within the allotted time-frame for construction to begin. Failure to comply with the move out requirement may result in your grant being rescinded.

Solution 2 Homeowner Managed Rehabilitation / Reconstruction: Under this solution, you will contract with your homebuilding contractor directly. Prior to grant execution for this solution, you must supply your selected licensed and insured contractor's information, project schedule and your construction contract to the Program. Your homebuilding contractor is responsible for obtaining all necessary permits and you are responsible for providing copies of permits to the Program. The Program will issue a two-party payment to you and your homebuilding contractor based on the payment schedule in your written construction contract and/or project schedule or subject to the Program guidelines. The contractor's information and a copy of the executed construction contract as well as a complete project plan detailing how the project will be completed within the allotted time-frame and draws must be provided to RLHP prior to grant agreement execution. Construction must begin and at least one progress inspection to document that construction has begun must be

completed within 180 days of execution of the grant agreement, or your award will be terminated. All Solution 2 projects must be completed within 365 days from the execution date of the grant agreement.

The Program will allow you to self-manage your repair construction project or hire a licensed and insured homebuilding contractor or registered home improvement contractor to complete the repair work. You are required to submit a project plan illustrating how the project will be completed within the allotted time-frame and draw schedule prior to grant agreement execution. Any work required by law to be performed by a licensed professional (i.e. electrical, plumbing, and mechanical) may not be self-managed unless you are a holder of the necessary license or your trade provider holds the necessary license. If you choose to self-manage your repair work, you must check with your local permitting office on if your scope of work includes work that requires a permit. The Program may require documentation from you showing that you confirmed your scope of work with your local permitting office and that the permitting office determined no permits were required. If permits are required, the Program may require documentation from you showing that the work, as applicable, was in fact performed by a licensed professional.

If you have chosen Solution 2 to complete your remaining repair, you will need to spend the amount of Excess Duplication of Benefits and / or any required homeowner contribution indicated in the Award Calculation Table, on eligible repairs to your home, prior to the disbursement of any Program funds you are otherwise eligible to receive, less any approved deferred scope, if applicable. Program representatives will verify these repairs / expenditures prior to disbursement of Program Funds.

Solution 2 Manufactured Home Replacement: If you are eligible for manufactured home replacement, your award will be in an amount equal to the maximum Program cap or the actual cost of your replacement unit, whichever is less, and will be reduced by any duplication of benefit. The maximum Program cap for manufactured home replacement is either $87,000 or $122,000 depending upon whether you are replacing a single-wide or a double-wide manufactured home respectively. Unlike Solution 2 Homeowner Managed Rehabilitation / Reconstruction, Solution 2 Manufactured Home Replacement does not include a 20% construction overhead margin. The maximum Program cap includes all costs associated with removal of the damaged MHU unit, purchase, delivery, standard site preparations, and tie-in to existing mechanical, electrical and plumbing infrastructure at the damaged residence site. Additional costs of the set-up of new mechanical, electrical and plumbing infrastructure due to relocation to raw land above the allotted cap are your responsibility.

Solution 3 Reimbursement: If you are eligible for reimbursement, your award will be in an amount equal to the Program-determined cost of the eligible repairs already completed, less any Duplication of Benefit. Your reimbursement will be issued to you by check.

Eligible expenses will be based on a standard pricing guide for construction used by the Program and as assessed during an on-site inspection. Program pricing standards are not eligible for appeal. Actual expenses incurred are expected to be higher than the Program's eligible expenses and price standard. In most circumstances, the eligible reimbursement amount will be less than the actual price paid.

Combination 1 & 3 or 2 & 3: If you are utilizing a combination of Solutions 1 and 3 or 2 and 3, a separate grant agreement must be executed for each solution.

iii) ESTIMATES

In connection with the calculation of your award, Program damage assessors have made an inspection of your home and have compiled a list of damages to your home that are eligible for repair under Solutions 1 or 2, as well as repairs that have already been completed on your home and which may be eligible for reimbursement under Solution 3. You can view and / or download your estimates from your on-line account.

If no work has been completed prior to the Damage Assessment, then only a repair estimate is listed in your Award Calculation Detail. If you completed all repairs on your home before your Damage Assessment visit, then only a reimbursement estimate is listed in your Award Calculation Detail. Both a reimbursement estimate and a repair estimate would be listed in your Award Calculation if you were partially complete with your home's repairs at the time of your Damage Assessment. The Program also creates a reconstruction estimate for all homes where there are remaining repairs needed. This allows the Program to determine whether it is cost reasonable to repair the home or whether it would be more cost-effective to reconstruct the home.

Overhead will be added to both Solution 2 and Solution 3 estimates. This additional 20% is intended to cover the inherent costs of obtaining and paying a homebuilding contractor, as this is the typical charge passed onto the homeowner. Overhead is not added to Solution 1 awards, but is still paid on your behalf to the homebuilding contractor. Overhead is not added to manufactured home replacement awards.

Square Footage of Home: This line reflects our estimate of the total living area of your damaged home, excluding carports, garages, porches, detached structures and the like.

Reconstruction Estimate: The total living area square footage is multiplied by the program allotted price per square foot cost factor, to establish a replacement allowance for your home. We base the allotted square footage unit rate on the cost of replacing your home with a home of modest, standard condition. The Program is not intended to compensate you for replacing a custom or semi-custom home. The allotted square foot unit rate does not include the value of the land and only calculates the cost to rebuild at a modest level. If you choose to reconstruct your home to IBHS Fortified Gold standards an additional per square foot allotment will be added to your award once the standard has been certified. As noted on the Damage Assessment, an additional demolition allotted price per square foot will be added based on the required demolition of either structure and foundation or foundation only.

Percentage of RLHP Damage: The relative percentage equals your repair estimate divided by your reconstruction estimate, which is multiplied by 100. This is how the Program compares the cost to repair your home versus the cost to reconstruct a modest home of similar square footage.

We use the Percentage of RLHP Damage to choose between the repair estimate and the reconstruction estimate. For applicants who receive both a reconstruction and repair estimate, we determine which cost estimate to use in the award calculation based upon the following:

- If the Percentage of RLHP Damage is less than 80% of the reconstruction amount, we use the repair estimate for calculating the cost of rehabilitation of your home.
- If the Percentage of RLHP Damage is equal to or more than 80% of the reconstruction amount, the reconstruction estimate is used to calculate the cost of reconstruction of the damaged structure.

iv) DUPLICATION OF BENEFITS INFORMATION

You will be required to certify that you have reported all DOB and any monies received both before and since the initial application. If you receive additional DOB after the date you sign your grant agreement, you must notify the Program. You will be required to enter into a subrogation agreement allowing the State to claim any additional DOB up to the grant amount.

FEMA IA: FEMA Individual Assistance (FEMA IA) is the assistance FEMA may have provided for home repairs. The FEMA NEMIS database verified this information. If you can provide documentation demonstrating that the FEMA IA amount provided by the FEMA NEMIS database includes amounts not intended to cover structural loss, we will use the documentation you provide to adjust the FEMA IA payout amount. The documentation you provide must come from FEMA.

National Flood Insurance Program (NFIP) Insurance: Any insurance proceeds paid through NFIP for repair of your structure will be deducted from your award as a DOB.

SBA: On June 14, 2019, as per docket No. FR-6169-N-01, Updates to Duplication of Benefits Requirements under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees (DRRA), SBA loans, regardless of an applicant's AMI, that were approved but never enacted or enacted and never drawn from are not considered a DOB. SBA loans that were approved, enacted and drawn from will not be considered a DOB if the applicants AMI is 120% or less. However, as per your SBA loan agreement, any proceeds provided for the same activity are considered subrogated to your SBA loan and require payment of funds for said completed activity to be made to SBA. This payment will be sent to SBA on your behalf and applied to your SBA loan. The amount will be shown on your grant award calculation as a disbursement of your total award. If you want your loan payment amortized after grant funds are applied, you will need to contact SBA directly. **It is important to note that SBA DOB relief described above will expire on October 5, 2023 unless otherwise directed by HUD.**

Private Insurance: We must deduct all property or casualty insurance payments, including flood, settlement amounts for loss to dwellings from your award as a DOB. Private insurance payments for contents or other expenses do not count as a DOB, and we will not deduct such payments from your award.

Other: Funding received from other sources such as non-profit entities that you received for the same purpose as this grant are considered a DOB.

Total Duplication of Benefits: The Total Duplication of Benefits line sums all the lines in this section.

v) REIMBURSEMENT CALCULATION

Reimbursement Estimate with Overhead: This line includes your reimbursement estimate, as determined by the Program, plus the 20% overhead allowance.

Total DOB: The Total Duplication of Benefits applicable to your reimbursement appears on this line and is deducted from your Program eligible reimbursement estimate.

Total Eligible Reimbursement Award: Your Total Eligible Reimbursement Award is the reimbursement estimate, as determined by the Program, with Overhead amount less the Total DOB.

vi) REPAIR CALCULATION

Repair Estimate with Overhead: This line includes your repair estimate, as determined by the Program, plus the 20% overhead allowance for Solution 2. No overhead allowance is added to the Solution 1 repair estimate because the overhead is paid directly to the Solution 1 construction contractor by the Program.

Total DOB: The total Duplication of Benefits applicable to your repair appears on this line and is deducted from your eligible repair estimate. This amount is only the excess DOB remaining after DOB has been subtracted from your reimbursement award, if any.

Total Eligible Repair Award: Your Eligible Repair Award is the repair estimate (with overhead included if you are Solution 2), as determined by the Program, less any remaining excess DOB. SBA loan subrogation disbursements pending repair completion will be shown as part of your total repair award.

vii) RECONSTRUCTION CALCULATION

Reconstruction Estimate: This line is the total of your living area square footage multiplied by the program allotted price per square foot. If you choose to reconstruct your home to IBHS Fortified Gold standards, an additional per square foot allotment will be added to your award once the standard has been certified. As noted on the Damage Assessment, an additional demolition allotted price per square foot will be added based on the required demolition of either structure and foundation or foundation only.

Total DOB: The total Duplication of Benefits applicable to your reconstruction appears on this line.

Reconstruction Award: This is the reconstruction estimate, as determined by the Program, amount less the DOB. SBA loan subrogation disbursements pending repair completion will be shown as part of your total repair award.

viii) AMOUNT OF HOMEOWNER RESPONSIBILITY

If you selected Solution 1 (Program Managed Rehabilitation / Reconstruction) and have a demonstrated Duplication of Benefits you will be required to escrow all funding above the grant amount, at grant execution.

If you selected Solution 2 (Homeowner Managed Rehabilitation / Reconstruction or Manufactured Home Replacement), you will not be required to escrow funds, but you must instead contribute funds to repair your home. You will be required to first spend personal and/or borrowed funds on your home repair or replacement MHU prior to receiving Program grant funds.

The Program has defined specific repair items for both Solution 1 and Solution 2 that are deemed non-essential for occupancy under the Scope Deferment Policy. The policy allows applicants who cannot fulfill their escrow or homeowner responsibility obligations at the time of grant execution to complete the finishing repairs on their own time.

ix) LEAD HAZARD NOTIFICATION

Reference the Scope Deferment Policy section of the RLHP Homeowner Manual for Program rules.

At application you were provided access to the EPA pamphlet entitled “Protect Your Family from Lead in Your Home” that can be found at https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf. If you have not already downloaded a copy of this brochure, please access the link above to obtain a copy for your records.

x) GREEN AND RESILIENT BUILDING STANDARDS

The Program’s construction activities will comply with the Green and Resilient Building Standards as described in Federal Register (FR) 6326-N-01 and all Solution 1 Reconstructions will be built to IBHS Gold Fortified standards. Solution 2 applicants may also choose to reconstruct using IBHS Gold Fortified standards and if chosen the requirements of the standard must be reflected in the project plans. The State of Louisiana has also adopted the ENERGY STAR Certified Home standard for projects that were substantially damaged or where reconstruction is required. Program Repair projects must apply the HUD CPD Green and Resilient Building Retrofit Checklist to all work undertaken as a part of the Program.

Under Construction or Contract Prior to Grant Execution. For construction projects completed, under construction, or under contract **prior to the date that assistance is approved for the project**, adherence to the applicable standards to the extent feasible is encouraged, but not required. Further, products and appliances replaced as part of the rehabilitation work must be ENERGY STAR-labeled, Water-Sense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances. RLHP will include in its construction estimates the necessary materials, products, and labor needed to meet the Program-required Green and Resilient Building Standards. Adherence to the applicable Green Building Standards will be verified at each construction draw inspection. Should an applicant or an applicant’s contractor fail to comply with the applicable Green and Resilient Building Standards, the work is not eligible for payment under the Program.

Not Under Contract or Construction Prior to Grant Execution. Homeowners who have not completed or begun construction or are not under contract for construction services at the time of grant agreement execution **must** comply with the Retrofit Checklist, as applicable, for rehabilitation projects or the ENERGY STAR Certified Home Standard for reconstruction projects. If during final inspection it has been determined that non-energy efficiency materials were used in place of the prescribed energy efficiency line items for rehabilitation projects, the RLHP will deduct the value of the prescribed energy efficiency line items from an applicant’s final grant award in their entirety. Thus, applicants will not receive funding for any non-energy efficiency materials as observed during final inspection. For reconstruction projects that do not meet the ENERGY STAR Certified Home Standard, the applicant will forfeit the entire amount of the grant.

xi) WHAT TO DO NEXT

You may accept or appeal your award determination, request consultation with your case manager for further explanation of your award, or indicate your intention to withdraw from the Program within 60 days of the date of this notification. You may do this through your online account. If you cannot access your account online, you will need to call the RLHP Call Center or schedule a meeting with your case manager in order to make your selections.

xii) APPEALS PROCEDURES FOR APPLICANTS

If you disagree with how the Program has calculated your award or potential award, with anything contained or omitted in the reimbursement or repair estimate, or with any of the duplication of benefits, you may appeal the decision. You must file your appeal prior to executing your grant agreement or within 60 days of the date of this letter, whichever occurs first. In the event a future policy change by the Program would positively impact the amount of your grant award, your grant will be recalculated accordingly and you will have the option to accept and sign a grant agreement with the updated grant award.

If your appeal is to request an adjustment of the repair estimate in Solution 1 or 2 repair awards, the appeal process will include the opportunity for a pre-construction review of the scope of work with your contractor and a request for the Program to consider additional items for inclusion in the estimate.

After you have submitted your appeal, the Program may contact you to submit additional supporting documentation, if necessary and depending upon your individual situation. Such supporting documentation may include items such as property records, photographs, or correspondence from agencies such as FEMA or SBA. You will be notified of the specific additional documentation required and the requested documentation must be submitted within the specified time frame.

You may not appeal policies that have been approved and incorporated by the Program, such as the Program's process for assessing the value of materials eligible under the Program. In addition, you are not allowed to appeal the award amount or scope of work after grant execution. Further, statutory and regulatory requirements / guidelines may not be appealed.

The appeal request can be submitted in one of the following ways:

eGrants: You should access the Appeal Form by selecting the Appeal radio button on the Award Acknowledgment screen within eGrants. The Request for Appeal form will display with Save and Submit buttons. Once you have completed the form, you will need to Submit the form to file an appeal. If you choose to begin the appeal and return later to complete it, you will need to Save the form.

In Person: If you are unable to file an appeal online, you will need to schedule a phone call or in-person meeting with your Case manager or choose the Consult radio button on the Award Acknowledgment screen for a Case Manager to contact you for assistance in filing your appeal.

IMPORTANT: All available supporting documentation must be submitted with your appeal request.

Regardless of the reason(s) you have filed an appeal, your entire file will undergo a full review. You must be aware that this full file review may result in positive or negative changes to your eligibility status or an increase or decrease in your previous award amount. Such variations in your final award are necessary to ensure that your home is properly repaired and that the Program only pays for work that is necessary and reasonable within Program guidelines. In any instance of a decrease in the actual cost of your repair or reconstruction, the grant award and disbursements will be reduced to reflect the reduction in repair or construction costs.

If you have any questions regarding the Appeal process, please contact our Helpline at 866-735-2001.

B. ZERO AWARD LETTER

RESTORE LOUISIANA
Homeowner Assistance Program

Based on the information you provided to the Restore Louisiana Homeowner Assistance Program (the "Program" or "RLHP), in connection with your application, the Program has reached a determination of your eligibility and your qualification for an award. We regret to inform you that while you met the requirements for program eligibility, you did not qualify for an award. The basis for this determination is outlined below.

Pursuant to the "The Robert T. Stafford Disaster Assistance and Emergency Relief Act" (42 U.S.C. 5121, et seq.), individuals cannot receive additional disaster assistance funds if they received enough from other sources to take care of their damage or losses. You received assistance from other sources such as NFIP, FEMA, SBA or private insurance and that assistance exceeds the amount of any potential award from the Program for the 2020 – 2021 Disasters. The Program refers to this as a zero dollar award. You can view the calculation by clicking the link "Open Grant Award PDF" within eGrants.

If you disagree with the calculation, please see the sections below entitled "Duplication of Benefits" and "Appeal Procedures for Applicants" to review the information necessary for an appeal of this determination.

i) UNDERSTANDING THE CALCULATION

In connection with the calculation of your potential award, Program representatives made an inspection of your home and compiled a list of damages that have either already been repaired or that require repair and were potentially eligible to be funded by the Program. Your estimates can be viewed or downloaded from your online account.

These estimates provide the initial basis of your potential award calculation. We also evaluated the sources of funding that have been made available to you by FEMA, insurance, and other sources for the express purpose of repairing your home. These funds, per federal law, are considered "Duplication of Benefits" or "DOB" and must be deducted from your reimbursement and/or repair estimate values. Federal law forbids the Program from providing a second source of financial assistance for the same repair purpose as funds already made available by FEMA, insurance, etc.

On June 14, 2019, as per docket No. FR-6169-N-01, Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees (DRRA), SBA loans, regardless of an applicant's AMI, that were approved but never enacted or enacted and never drawn from are not considered a DOB. SBA loans that were approved, enacted and drawn from will not be considered a DOB if the applicants AMI is 120% or less. However, as per your SBA loan agreement, any proceeds provided for the same activity are considered subrogated to your SBA loan and require payment of funds for said completed activity to be made to SBA. This payment will be sent to SBA on your behalf and applied to your SBA loan. The amount, if available, will be shown on your grant award calculation as a disbursement of your total award. If you want your loan payment amortized after grant funds are applied, you will need to

contact SBA directly. **It is important to note that SBA DOB will not be deducted from your grant executed prior to October 5, 2023.**

This letter will explain, in more detail, how we calculated your potential award. Information contained in this letter does not change any program rules. Program rules contained in the RLHP '20 – '21 Homeowner Manual are governing. Please make sure you review and understand current Program policies along with the sample grant agreement(s) located on restore.la.gov.

Your award calculation worksheet consists of seven main sections:

1. **Program Information:** Describes factors including your household income analysis, program phase, and your solution selection/qualification.
2. **Estimates:** Contains the repair estimate to repair your home to program standards and the reimbursement estimate that values the repairs you have already completed, if any, at the Program-approved rates.
3. **Duplication of Benefits:** Details compensation you have received to repair your damaged property from other sources such as FEMA, and insurance proceeds. This will first be deducted from your reimbursement estimate and any excess DOB will then be deducted from your repair estimate. DOB may lead to unfunded awards for which you may need to escrow funds (Solution 1) or spend your own funds (Solution 2) prior to accessing RLHP funds. Drawn SBA funds used for the same purpose as grant proceeds are subrogated to SBA by your SBA loan agreement and will be paid directly to SBA on your behalf, once work is confirmed complete, as part of your total award.
4. **Reimbursement Calculation:** Demonstrates how the reimbursement portion of your award was calculated.
5. **Repair Calculation**: Demonstrates how the repair portion of your award was calculated.
6. **Reconstruction Calculation:** Demonstrates how the reconstruction portion of your award was calculated, if applicable.
7. **Homeowner Responsibility:** Demonstrates how the homeowner responsibility portion of your award was calculated. The amount shown in this section is the amount of money you will need to either place in escrow (Solution 1) or spend prior to accessing any RLHP grant dollars (Solution 2).

ii) PROGRAM INFORMATION

Area Median Income (AMI) Percentage: HUD publishes income tables for specific geographic regions. AMI is the "middle" number of the incomes in the defined geographic area. Your AMI percentage represents how close your income is to your area's median income. Your household's income affects the phase, or order, in which your application and award are processed. It also impacts the tier, or funding level, for which you are eligible. HUD's definition of income level is based on AMI percentage as detailed below:

AMI Percentage	Income Classification

80% or below AMI	Low to Moderate Income
Above 80% and up to 120% AMI	Moderate to Middle Income
Above 120% AMI	Middle to High Income

Applicant Phase: The Program uses phases to prioritize assistance to applicants with the most need. Program phases are determined by homeowner and property characteristics. Your initial phase is determined by your survey responses. More detailed descriptions of the phases can be found in the RLHP Homeowner Manual.

iii) ESTIMATES

In connection with the calculation of your potential award, Program damage assessors have made an inspection of your home and have compiled a list of damages to your home that are eligible for repair under Solutions 1 or 2, as well as repairs that have already been completed on your home and which may be eligible for reimbursement under Solution 3. You can view and / or download your estimates from your online account.

If no work has been completed prior to the Damage Assessment, then only a repair estimate is listed in your Award Calculation Detail. If you completed repairs on your home before your Damage Assessment visit, then only a reimbursement estimate is listed in your Award

Calculation Detail. Both a reimbursement estimate and a repair estimate would be listed in your Award Calculation if you were partially complete with your home's repairs at the time of your Damage Assessment. The Program also creates a reconstruction estimate for all homes where there are remaining repairs needed. This allows the Program to determine whether it is cost reasonable to repair the home or whether it would be more cost-effective to reconstruct the home.

Overhead and Profit (O&P) will be added to both Solution 2 and Solution 3 estimates. This additional 20% is intended to cover the inherent costs of obtaining and paying a homebuilding contractor, as this is the typical charge passed onto the homeowner. O&P is not added to Solution 1 awards, but is still paid on your behalf to the homebuilding contractor.

Square Footage of Home: This line reflects our estimate of the total living area of your home, excluding carports, garages, porches, detached structures and the like.

Reconstruction Estimate: The total living area square footage is multiplied by the Program allotted price per square foot cost factor to establish a replacement allowance for your home. We base the Program allotted price per square foot unit rate on the cost of replacing your home with a home of modest, standard condition. The Program is not intended to compensate you for replacing a custom or semicustom home. The Program allotted price per square foot unit rate takes into account ownership of your land and only calculates the cost to rebuild at a modest level.

Percentage of RLHP Damage: The relative percentage equals your repair estimate divided by your reconstruction estimate, which is multiplied by 100. This is how the Program compares the cost to repair your home versus the cost to reconstruct a modest home of similar square footage.

We use the Percentage of RLHP Damage to choose between the repair estimate and the reconstruction estimate. For applicants who receive both a reconstruction and repair estimate, we determine which cost estimate to use in the award calculation based upon the following:

- If the Percentage of RLHP Damage is less than 80% of the reconstruction amount, we use the repair estimate for calculating the cost of rehabilitation of your home.
- If the Percentage of RLHP Damage is equal to or more than 80% of the reconstruction amount, the reconstruction estimate is used to calculate the cost of reconstruction of the damaged structure.

iv) DUPLICATION OF BENEFITS INFORMATION

You will be required to certify that you have reported all DOB and any monies received both before and since the initial application. If you receive additional DOB after the date you sign your grant agreement, you must notify the Program. You will be required to enter into a subrogation agreement allowing the State to claim any additional DOB up to the grant amount.

FEMA IA: FEMA Individual Assistance (FEMA IA) is the assistance FEMA may have provided for home repairs. The FEMA NEMIS database verified this information. If you can provide documentation demonstrating that the FEMA IA amount provided by the FEMA NEMIS database includes amounts not intended to cover structural loss, we will use the documentation you provide to adjust the FEMA IA payout amount. The documentation you provide must come from FEMA.

National Flood Insurance Program (NFIP) Insurance: Any insurance proceeds paid through NFIP for repair of your structure will be deducted from your award as a DOB.

SBA: On June 14, 2019, as per docket No. FR-6169-N-01, Updates to Duplication of Benefits Requirements under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees (DRRA), SBA loans, regardless of an applicant's AMI, that were approved but never enacted or enacted and never drawn from are not considered a DOB. SBA loans that were approved, enacted and drawn from will not be considered a DOB if the applicants AMI is 120% or less. However, as per your SBA loan agreement, any proceeds provided for the same activity are considered subrogated to your SBA loan and require payment of funds for said completed activity to be made to SBA. This payment will be sent to SBA on your behalf and applied to your SBA loan. The amount will be shown on your grant award calculation as a disbursement of your total award. If you want your loan payment amortized after grant funds are applied, you will need to contact SBA directly. **It is important to note that SBA DOB will not be deducted from your grant executed prior to October 5, 2023.**

Private Insurance: We must deduct all property or casualty insurance payments, including flood, settlement amounts for loss to dwellings from your award as a DOB. Private insurance payments for contents or other expenses do not count as a DOB, and we will not deduct such payments from your award.

Other: Funding received from other sources such as non-profit entities that you received for the same purpose as this grant are considered a DOB.

Total Duplication of Benefits: The Total Duplication of Benefits line sums all the prior lines in this section with the exception of SBA. The SBA disbursement amount will be shown as part of the final award amount.

v) REIMBURSEMENT CALCULATION

Reimbursement Estimate with Overhead: This line includes your reimbursement estimate, as determined by the Program, plus the 20% overhead and profit allowance.

Total DOB: The Total Duplication of Benefits applicable to your reimbursement appears on this line and is deducted from your eligible reimbursement estimate with the exception of SBA. This amount is only the excess DOB remaining after DOB has been subtracted from your reimbursement award, if any.

Total Eligible Reimbursement Award: Your Total Eligible Reimbursement Award, as determined by the Program, is the reimbursement estimate with Overhead amount less the Total DOB. The SBA disbursement amount, if any, will be shown as part of the final award amount.

vi) REPAIR CALCULATION

Repair Estimate with Overhead: This line includes your repair estimate, as determined by the Program, plus the 20% overhead and profit allowance for Solution 2. No O&P allowance is added to the Solution 1 repair estimate because the O&P is paid directly to the Solution 1 construction contractor by the Program.

Total DOB: The total Duplication of Benefits applicable to your repair appears on this line and is deducted from your eligible repair estimate, with the exception of SBA, as determined by the Program. This amount is only the excess DOB remaining after DOB has been subtracted from your reimbursement award, if any.

Total Eligible Repair Award: Your Eligible Repair Award is the repair estimate (with O&P included if you are Solution 2), as determined by the Program, less any remaining excess DOB. SBA disbursements pending repair completion will be shown as part of your total award.

vii) RECONSTRUCTION CALCULATION

Reconstruction Estimate: This line is the total of your living area square footage, as determined by the Program, multiplied by the Program allotted price per square foot cost factor.

Total DOB: The total Duplication of Benefits applicable to your reconstruction appears on this line, with the exception of SBA. The SBA disbursement amount, if any, will be shown as part of the final award amount.

Reconstruction Award: This is the reconstruction estimate amount, as determined by the Program, less the DOB.

viii) LEAD HAZARD NOTIFICATION

At application you were provided access to the EPA pamphlet entitled Protect Your Family From Lead in Your Home. If you have not already downloaded a copy of this brochure, please access the link above to obtain a copy for your records.

ix) WHAT TO DO NEXT

You may accept or appeal your award determination, request consultation with your case manager for further explanation of your award, or indicate your intention to withdraw from the Program within 60 days of the date of this notification. You may do this through your online account. If you cannot access your account online, you will need to call the RLHP Call Center or schedule a meeting with your case manager in order to make your selections.

x) APPEALS PROCEDURES FOR APPLICANTS

If you disagree with how the Program has calculated your award or potential award, with anything contained or omitted in the reimbursement or repair estimate, or with any of the duplication of benefits, you may appeal the decision. You must file your appeal prior to executing your grant agreement or within sixty (60) days of the date of this letter, whichever occurs first Appeals must be in writing and should contain any supporting facts or documentation that you have available as of the time of filing the appeal. In the event a future policy change by the Program would positively impact the amount of your grant award, your grant will be recalculated accordingly and you will have the option to accept and sign a grant agreement with the updated grant award.

If your appeal is to request an adjustment of the repair estimate in Solution 1 or 2 repair awards, the appeal process will include the opportunity for a preconstruction review of the scope of work with your contractor and a request for the Program to consider additional items for inclusion in the estimate.

After you have submitted your appeal, the Program may contact you to submit additional supporting documentation, if necessary and depending upon your individual situation. Such supporting documentation may include items such as property records, photographs, or correspondence from agencies such as FEMA or SBA. You will be notified of the specific additional documentation required.

You may not appeal policies that have been approved and incorporated by the Program, such as the Program's process for assessing the value of materials eligible under the Program. In addition, **you are not allowed to appeal the award amount after the 60 day period or after grant execution**. Further, statutory and regulatory requirements / guidelines may not be appealed.

The appeal request can be submitted in one of the following ways:

eGrants: You should access the Appeal Form by selecting the Appeal radio button on the Award Acknowledgement screen within eGrants, and selecting the Appeal Button. The Request for Appeal form will display with Save and Submit buttons. Once you have completed the form, you will need to Save and Submit the form.

In Person: If you are unable to file an appeal online, you will need to schedule a video consult or an in-person meeting with your Case manager.

IMPORTANT: All available supporting documentation must be submitted with your appeal request.

Regardless of the reason(s) you have filed an appeal, your entire file will undergo a full review. You must be aware that this full file review may result in positive or negative changes to your eligibility status or an increase or decrease in your previous award amount. Such variations in your final award are necessary to ensure that your home is properly repaired and that the Program only pays for work that is necessary and reasonable within Program guidelines. In any instance of a decrease in the

actual cost of your repair or reconstruction, the grant award and disbursements will be reduced to reflect the reduction in repair or construction costs.

If you have any questions regarding the Appeal process, please contact our Helpline at 866-735-2001.

C. SOLUTION 1 CHANGE ORDER FORM

RESTORE LOUISIANA

Change Order

The Restore Louisiana Homeowner Assistance Program

Applicant: Applicant Name
Property: 123 Address Lane
Lake Charles, LA

Applicant Number: 000000 **Type of Loss:**

Date of Loss:
Date Inspected:

Price List: LALCRLA1_JUN22_FE
Restoration/Service/Remodel
Estimate: DOCUMENTS

RESTORE LOUISIANA **Change Order**

The Restore Louisiana Homeowner Assistance Program

For homes being rehabilitated, the HUD Green Building Retrofit Checklist (GBR Checklist) is a Federal construction standard requiring that work performed when receiving Federal funds must meet certain energy efficiency and indoor air quality standards. If the homeowner is under contract or started construction **prior to** executing the grant agreement, the homeowner is encouraged to use the GBR Checklist to ensure remaining construction is built to energy efficiency and health standards, ***to the extent feasible***. However, if the construction contract is signed or construction activities commence **after** execution of the grant agreement, all eligible repairs ***must*** be performed in line with the GBR Checklist. The Estimated Cost of Repairs (ECR) report for remaining construction was written to the specifications of the GBR Checklist. The GBR Checklist standard does not apply to reconstruction projects.

If the repair value exceeds 80% of the cost of the program estimate to rebuild a home, as determined by the Program, the home will be reconstructed. The Federal government requires that certain energy efficiency standards must be met for reconstructed homes. If a homeowner signs a contract with a contractor to reconstruct the home after signing the grant award, then the new home must be built to ENERGY STAR Certified Home standards.
Homeowner Acceptance of Scope Change

RESTORE LOUISIANA

Change Order

The Restore Louisiana Homeowner Assistance Program

Homeowner Acceptance of Scope Change

APPLICANT NAME: Applicant Name ACCOUNT ID #: 000000

DAMAGED RESIDENCE ADDRESS: , ,

I have had the changes in scope of work explained to me, and understand that by signing below, My Grant award will change. The changes may result in a decrease or an increase in my award depending on the changes to which I agree.

I hereby acknowledge and accept that the changes in scope, as described in the line-item review attached to this signature page.

Total Change Order: $0.00

Applicant Signature _____ Date ____/____/_____

Contractor Signature _____ Date ____/____/_____
(Solution 1 Only)

RELA Representative _____ Date ____/____/_____

RESTORE LOUISIANA **Change Order**

The Restore Louisiana Homeowner Assistance Program

DOCUMENTS

DOCUMENTS

DESCRIPTION	QNTY	UNIT COST	TOTAL
Line items will appear here			

D. SOLUTION 2 CHANGE ORDER FORM

RESTORE LOUISIANA **Change Order**

The Restore Louisiana Homeowner Assistance Program

Applicant: Applicant Name
Property: 123 Address Lane
Lake Charles, LA

Applicant Number: 000000 **Type of Loss:**

Date of Loss:
Date Inspected:

Price List: LALCRLA1_JUN22_FE
Restoration/Service/Remodel
Estimate: DOCUMENTS

RESTORE LOUISIANA

Change Order

The Restore Louisiana Homeowner Assistance Program

Homeowner Acceptance of Scope Change

APPLICANT NAME: Applicant Name **ACCOUNT ID #:** 000000

DAMAGED RESIDENCE ADDRESS: , ,

The changes in the scope of work noted in the Program Estimated Cost of Repair have been explained to me, and I understand that by signing below, my grant award will change. The changes may result in a decrease or an increase in my award depending on the changes to which I agree. I hereby acknowledge and accept the changes in the scope of work, as described in the line items below.

Total Change Order $0.00

Applicant Signature _____

Date _____

RESTORE LOUISIANA **Change Order**

The Restore Louisiana Homeowner Assistance Program

DOCUMENTS

DOCUMENTS

DESCRIPTION	QNTY	UNIT COST	TOTAL
Line items will appear here			

E. SOLUTION 1 DEDUCTIVE CHANGE ORDER FORM

RESTORE LOUISIANA

Change Order - Deductive

The Restore Louisiana Homeowner Assistance Program

Applicant: Applicant Name
Property: 123 Address Lane
Lake Charles, LA

Applicant Number: 000000

Type of Loss:

Date of Loss:
Date Inspected:

Price List: LALCRLA1_JUN22_FE
Restoration/Service/Remodel
Estimate: DOCUMENTS

RESTORE LOUISIANA

Change Order - Deductive

The Restore Louisiana Homeowner Assistance Program

For homes being rehabilitated, the HUD Green Building Retrofit Checklist (GBR Checklist) is a Federal construction standard requiring that work performed when receiving Federal funds must meet certain energy efficiency and indoor air quality standards. If the homeowner is under contract or started construction **prior to** executing the grant agreement, the homeowner is encouraged to use the GBR Checklist to ensure remaining construction is built to energy efficiency and health standards, ***to the extent feasible***. However, if the construction contract is signed or construction activities commence **after** execution of the grant agreement, all eligible repairs ***must*** be performed in line with the GBR Checklist. The Estimated Cost of Repairs (ECR) report for remaining construction was written to the specifications of the GBR Checklist. The GBR Checklist standard does not apply to reconstruction projects.

If the repair value exceeds 80% of the cost of the program estimate to rebuild a home, as determined by the Program, the home will be reconstructed. The Federal government requires that certain energy efficiency standards must be met for reconstructed homes. If a homeowner signs a contract with a contractor to reconstruct the home after signing the grant award, then the new home must be built to ENERGY STAR Certified Home standards.
Homeowner Acceptance of Scope Change

RESTORE LOUISIANA

Change Order - Deductive

The Restore Louisiana Homeowner Assistance Program

Homeowner Acceptance of Deductive Scope Change

APPLICANT NAME: Applicant Name ACCOUNT ID #: 000000

DAMAGED RESIDENCE ADDRESS: , ,

I have had the changes in scope of work explained to me, and understand that by signing below, My Grant award will change. The changes may result in a decrease or an increase in my award depending on the changes to which I agree.

I hereby acknowledge and accept that the changes in scope, as described in the line-item review attached to this signature page.

Total Deductive Change Order: $0.00

Applicant Signature _____ Date ____/____/_____

Contractor Signature _____ Date ____/____/_____
(Solution 1 Only)

RELA Representative _____ Date ____/____/_____

RESTORE LOUISIANA

Change Order - Deductive

The Restore Louisiana Homeowner Assistance Program

DOCUMENTS

DOCUMENTS

DESCRIPTION	QNTY	UNIT COST	TOTAL
Line items will appear here			

F. SOLUTION 2 DEDUCTIVE CHANGE ORDER FORM

RESTORE LOUISIANA

Change Order - Deductive

The Restore Louisiana Homeowner Assistance Program

Applicant: Applicant Name
Property: 123 Address Lane
Lake Charles, LA

Applicant Number: 000000

Type of Loss:

Date of Loss:
Date Inspected:

Price List: LALCRLA1_JUN22_FE
Restoration/Service/Remodel
Estimate: DOCUMENTS

RESTORE LOUISIANA

Change Order - Deductive

The Restore Louisiana Homeowner Assistance Program

Homeowner Acceptance of Deductive Scope Change

APPLICANT NAME: Applicant Name **ACCOUNT ID #:** 000000

DAMAGED RESIDENCE ADDRESS: , ,

The changes in the scope of work noted in the Program Estimated Cost of Repair have been explained to me, and I understand that by signing below, my grant award will change. The changes may result in a decrease or an increase in my award depending on the changes to which I agree. I hereby acknowledge and accept the changes in the scope of work, as described in the line items below.

Total Deductive Change Order: $0.00

Applicant Signature _____

Date _____

RESTORE LOUISIANA

Change Order - Deductive

The Restore Louisiana Homeowner Assistance Program

DOCUMENTS

DOCUMENTS

DESCRIPTION	QNTY	UNIT COST	TOTAL
Line items will appear here			

G. ACKNOWLEDGEMENT OF SCOPE DEFERMENT

Estimated Cost of Repairs - Deferment

The Restore Louisiana Homeowner Assistance Program
State of Louisiana, Division of Administration
Office of Community Development
Restore Louisiana Homeowner Assistance Form

Acknowledgement of Scope Deferment

APPLICANT NAME: _____ ACCOUNT ID#: _____

DAMAGED RESIDENCE ADDRESS: _____

I have reviewed my RLHP Estimated Cost of Repairs (ECR) – Deferred report and fully understand that the Program has deferred repair items that are non-essential to occupancy . I understand that this deferment of scope allows me to complete the indicted repair item(s) at a later time at my own expense. Subsequently, my current RLHP Homeowner Responsibility or Escrow amount required has been reduced or eliminated and construction may begin on my home, pending the submission of any remaining Homeowner Responsibility or Escrow funds.

I fully understand and accept all obligations in connection with the completion of the deferred scope items.

I am aware that the Program will not perform a Final Inspection on the deferred scope items.

Total Deferment: _____

_____ _____
Applicant Signature Date Signed

_____
Print Name

_____ _____
RLHP- CM Signature Date Signed

XIX. APPENDIX G. SAMPLE GRANT AGREEMENTS

A. SOLUTION 1 PROGRAM-MANAGED CONSTRUCTION GRANT AGREEMENT

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA HOMEOWNER ASSISTANCE PROGRAM

SOLUTION 1 - PROGRAM-MANAGED CONSTRUCTION GRANT AGREEMENT

APPLICANT INFORMATION:	
Application Number	
Applicant Name	
Co-Applicant Name (if applicable)	
Damaged Home Address, City, Parish, State, Zip Code ("**Damaged Home**")	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
AWARD INFORMATION	
Claimed 2020/2021 Disaster Event	
Structure Type	
Solution	**SOLUTION 1 - PROGRAM-MANAGED CONSTRUCTION**
Phase	
Solution 1 Grant Amount	
Applicant Contribution (if applicable)	
GRANT AGREEMENT EXECUTION INFORMATION	
Grant Agreement Execution Date	
Grant Agreement Execution Agent	
INTRODUCTION: This grant agreement ("**Agreement**") is entered into by the undersigned persons (collectively called "**Applicant**" in this Agreement, regardless of the number of individuals) and the State of Louisiana, Division of Administration, through the Office of Community Development (the "**State**"). Each undersigned person agrees to be solidarity bound to perform Applicant's obligations under this Agreement. The State may enforce its rights under this Agreement against any one of the undersigned persons.	

PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to confirm the terms and conditions related to Applicant's receipt of financial assistance for repair or replacement of the Damaged Home resulting from damages caused by the disaster events of 2020 - 2021 (the "**Disasters**"). 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 for its disaster recovery program known as the Restore Louisiana Homeowner Assistance Program ("**Program**"). The Program is being managed by the Program Management Contractor on behalf of the State. Funds are being provided to eligible applicants to the Program.

RECEIPT OF PROGRAM DOCUMENTATION: By execution of this Agreement, Applicant acknowledges access to, and opportunity to review, the Program Manual ("**Manual**") that can be found on the Restore Louisiana website (restore.la.gov) and understands that a full description of the Program and the policies governing the Program are contained in the Manual. The Manual, as may be amended, is incorporated herein by reference. Applicant understands that he/she is bound by all terms and conditions contained in the Manual as if they are fully stated in this Agreement.

Applicant further acknowledges receipt and execution of the following Program Documentation, which is incorporated herein by reference and confirms that the information provided, and the representations, warranties, consents, and agreements contained therein are true and correct as of the date hereof:

- Application and all attachments and exhibits.
- Homeowner Certification & Authorization Form
- Form 4506C - Request for Transcript of Tax Return (if applicable).

Applicant Initials: _____ _____

SOLUTION AND AWARD CALCULATION: Applicant has selected and has been deemed eligible for Solution 1, Program-Managed Construction assistance from the Program. Under this Solution, the Program Management Contractor will select a homebuilding contractor to perform the work under this Agreement. Based on the information provided by the Applicant and reviewed by the Program Management Contractor, the Applicant is eligible for the Grant Amount identified above ("**Grant Amount"**) to pay for construction materials and services deemed necessary by the Program inspector(s) to make the Damaged Home habitable. The necessary rehabilitation or reconstruction is priced based on an economy/standard grade of building materials determined by industry software prices and not the price of replacing the Damaged Home or its components with like or similar materials. The work that will be conducted on the Damaged Home is set out in the Repair and/or Reconstruction Estimate ("**Scope of Work**") attached as Exhibit A to this Agreement.

The calculation of the Grant Amount is shown on Exhibit B attached hereto. The Grant Amount may be limited to a percentage of the cost of the Scope of Work based on Program eligibility policies. The Grant Amount is also subject to adjustment basedon any Duplication of Benefits received by the Applicant (as

further described below), regardless of when those benefits are received. If Applicant has reported any Duplication of Benefits, then Applicant must deposit in escrow all funding necessary to complete construction on the Damaged Home, over and above the grant award up to the value of the repair or reconstruction estimate. These amounts, as applicable, must be provided on the date of the grant agreement execution meeting for placement into a bank account controlled by the State's Program Management Contractor ("**Escrow Account**"). Any Duplication of Benefits deposited into the Escrow Account will be spent on the Damaged Home before the Grant Amount funding.

By execution of this Agreement, Applicant acknowledges receipt of and consents to the State's calculation of the value of the Scope of Work on Exhibit A, and the calculation of the Grant Amount on Exhibit B, which includes any required Escrow Account deposit based on a demonstrated Duplication of Benefits.

If any mistakes or miscalculations have been made by the State in relation to the calculation or allocation of any Grant Amounts under this Agreement, the Applicant agrees that the State shall, as soon as it becomes aware of such mistakes or incorrect determinations, recalculate any such allocations in order to correct such mistakes or errors and when necessary, recover from the Applicant any amounts unduly paid or distributed.

Applicant Initials: _____ _____

Applicant is further advised, understands, and agrees that additional information may be required by the State to determine that the Grant Amount was properly calculated. Applicant must maintain all records, receipts, invoices and other documentation related to any repairs, construction or clean-up of the Damaged Home for no less than seven (7) years from the date of this Agreement. Applicant agrees to provide the documentation to the State if requested. 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 Applicant is audited after the execution of the Agreement, failure to provide information that substantiates information provided in the application may result in recapture of the grant award.

Applicant Initials: _____ _____

If Applicant is also awarded Program funding under Solution 3 (Reimbursement), then Applicant must execute a separate Grant Agreement governing that award concurrently with execution of this Agreement.

PROHIBITION AGAINST DUPLICATION OF BENEFITS: Pursuant to federal law, any funds received by the Applicant for damage to the Damaged Home as a result of the Disaster's from FEMA, SBA, insurance companies, nonprofits, or any other source must be deducted from Applicant's Grant Amount. Any such benefits, regardless of when received, are considered a prohibited Duplication of Benefits ("**Duplication of Benefits**"). Under penalty of perjury and/or violation of federal and state laws applicable to this Agreement, Applicant hereby certifies that he/she has reported all Duplication of Benefits in his/her initial application and any monies received since the initial application. Applicant acknowledges his/her duty and continuing obligation to report any additional Duplication of Benefits received after the execution of this Agreement. In the event that the Applicant receives additional Duplication of Benefits after the date of this Agreement, Applicant agrees to notify the Program by logging into the web portal and submitting (either electronically or in accordance with the notice provision below) the Notice of Additional Funds form.

Applicant Initials: _____ _____

Applicant acknowledges and agrees that if it is determined the amount deducted from the Grant Amount in Exhibit B is less than the Duplication of Benefits actually received by the Applicant, the Grant Amount is subject to reduction or repayment by the Applicant as follows:

- if the Grant Amount has not yet been disbursed, the Grant Amount will be reduced by any additional Duplication of Benefits not previously considered in the calculation of the amount; or
- if the Grant Amount has been partially, but not fully disbursed, the additional Duplication of Benefits must be spent on the repair or reconstruction of the Damaged Home before any additional Grant Amount is disbursed; or
- if the Grant Amount has already been fully disbursed,the Applicant is required and hereby agrees to repay the amount of the Duplication of Benefits to the State up to the amount of the Grant Amount.

Applicant Initials: _____ _____

By execution of this Agreement, Applicant assigns to the State (1) any prior or future Duplication of Benefits not properly reported prior to disbursement of the Grant Amount, (2) any future Duplication of Benefits received after partial or final disbursement of the Grant Amount, and (3) Applicant's right to pursue the collection of any Duplication of Benefits due to Applicant related to physical damage to the Damaged Home (not including contents) from the Disasters. This assignment is limited to the recovery of any Duplication of Benefits paid to or due to Applicant up to the amount of the Grant Amount. In addition, Applicant further agrees to execute a separate subrogation agreement further outlining the State's rights to claim any additional Duplication of Benefits up to the amount of the Grant Amount.

Applicant Initials: _____ _____

DISBURSEMENT OF FUNDS: Prior to any disbursement of the Grant Amount, if a Duplication of Benefits was calculated, Applicants must spend that amount plus the value of any construction upgrades on repair

RIGHT OF ACCESS: By execution of this Agreement, Applicant acknowledges that he/she has an obligation to, and agrees to, fully cooperate with all State contractors and subcontractors, including the Program Management Contractor and the Homebuilding Contractor, throughout the rehabilitation or reconstruction of the Damaged Home. This duty to cooperate includes working with the Program Management Contractor to schedule and attend a pre-construction walk through at which it will be determined whether the Scope of Work requires that the Applicant vacate the Damaged Home during the construction activities. If the Program Management Contractor determines it necessary that Applicant vacates the Damaged Home during the construction activities, **then Applicant agrees to vacate and provide access to the Damaged Home within thirty (30) days of the issuance of the construction Notice to Proceed. During such 30-day period, Applicant will be responsible for vacating the Damaged Home and removing all personal property and furniture from the Damaged Home at his/her expense. Applicant acknowledges that the State and its contractors and subcontractors will not be liable for any damaged or missing property that Applicant fails to remove or secure.** Failure to comply with the move out requirement may result in your grant being rescinded.

Applicant Initials: _____ _____

Applicant further understands and agrees that should he/she fail to fully cooperate, including timely scheduling and attending the pre-construction walk through and timely vacating the Damaged Home if determined necessary by the Program Management Contractor, Applicant's eligibility for the Program may be rescinded and any funds disbursed from the Grant Amount must be repaid by the Applicant to the State.

Applicant Initials: _____ _____

The right of access and cooperation granted in this section shall be irrevocable from the execution date of this Agreement until the final inspection certifying that all construction activities have been completed and the entire Grant Amount has been disbursed.

REQUIREMENT TO MAINTAIN FLOOD INSURANCE: If the Damaged Home, reconstructed home, or replacement home is located in a Special Flood Hazard Area, any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) The full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the Applicant. For repairs, the policy to be provided will be based on the total project cost at the time of closing; in the event of a post-closing increase to the total project cost, the Applicant may be required to provide an updated policy. In cases of reconstruction projects, the full insurable value of the structure will be based upon the Program's final total project cost, upon which the final disbursement is based. Failure to maintain insurance may result in Applicant being ineligible for future disaster relief. Upon the sale or transfer of the property, Applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the

continuing obligation to maintain flood insurance on the property. In the event that the Applicant fail to provide such notice, Applicant may be liable to the United States for future disaster assistance related to the property.

Evidence that the Damaged Home is covered by any required flood insurance must be provided at the time of execution of this Agreement. In the event the Damaged Home is being reconstructed, evidence must only be provided prior to final payment of grant proceeds. A declaration sheet, ACORD form describing the coverage from the applicant(s) insurance company, or flood insurance application along with paid receipt will be sufficient evidence to satisfy this requirement. If flood coverage is required, but not available due to the disrepair of the Damaged Home, Applicant may submit a declination letter from the insurer at the time of execution of this Agreement.

Applicant acknowledges and agrees to provide proof of flood insurance and maintain the required flood insurance in accordance with the Program's policies as summarized above and more fully outlined in the Manual.

Applicant Initials: _____ _____

CONSENT TO ELECTRONIC TRANSACTION: Applicant acknowledges 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 consents to the use of electronic records in accordance with the State's security policy and procedure for such records. To verifythe 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 authorizes the Stateto store and use the information provided by Applicant for such purposes, including information from third party reports needed to process your application and Grant Amount.

Applicant Initials: _____ _____

SEVERABILITY/CONSTRUCTION: 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 and the State, its agents, contractors and subcontractors. No handwritten amendments to this Agreement shall be permitted.

Applicant Initials: _____ _____

NOTICE: Applicant must notify the State if any of the information contained in his/her 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 must contact his/ her case manager.

Applicant Initials: _____ _____

LIABILITY/HOLD HARMLESS: Applicant acknowledges that the Homebuilding Contractor designated by the Program under this Agreement will provide a limited warranty for all work performed on the DamagedHome. Applicant agrees that his / her only rights in connection with the repair or reconstruction are under the limited warranty provided by the Homebuilding Contractor. Applicant agrees 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 tothis Grant and the work performed on the Damaged Home.

Applicant Initials: _____ _____

Applicant understands and agrees that if he/she attempts to take legal action arising from the Grant or the work performed on the Damaged Home against the State of Louisiana, United States or any other branch or agency of the stateor federal government, or any of their contractors or subcontractors (except the Homebuilding Contractor under the limited warranty), such entity will have the right to recover from Applicant the attorneys' fees and other expenses incurred in connection with such action. Applicant further agrees 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 attorneys' 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 Damaged Home.

Applicant Initials: _____ _____

APPEALS: Applicant acknowledges and agrees that he/she has had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to your application, and at the time Applicant executes this Agreement, he/she waives any future right to appeal the determinations of eligibility, award amount, results of all inspections, and funding requirements (including Duplication of Benefits calculation and any escrow requirement). Applicant understands that from and after the date of this Agreement, all decisions by the State or its designee are final non-appealable determinations of benefits under the Program.

Applicant Initials: _____ _____

FRAUD ACKNOWLEDGEMENT: Applicant asserts, certifies, and reaffirms under penalty of perjury and/or violation of federal and state laws applicable to this Agreement, that all information in the survey, application, documents provided, and documents executed on the Grant Agreement Execution Date are true to the best of his/ her knowledge and Applicant acknowledges that such have been relied on by the State and the Program Management Contractor to provide disaster assistance. Applicant further certifies that all damages claimed in connection with Applicant's application for Grant proceeds were a direct result of the Disasters, and that Applicant has disclosed to the State all insurance proceeds and other funds received from governmental agencies as compensation for damages as a result of the Disasters in the application process. Applicant acknowledges that he/she may be prosecuted by federal, state and/or local authorities in the event that Applicant makes or files false, misleading, and/or incomplete statements and/or documents. Applicant understands that he/she will be required to and agrees to repay all of the Grant Amount in the event Applicant makes or files false, misleading, and/or incomplete statements and/or documents in connection with the Grant and work performed on the Damaged Home.

Applicant Initials: _____ _____

Applicant acknowledges this notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors, and businesses and that the State has provided an Office of Fraud to address such issues which may be found on restore.la.gov website.

REPRESENTATIONS CONTINUING: Applicant acknowledges and agrees that all his/her representations and information contained in the application remain true and complete as of the date of this Agreement. Applicant affirms that the Damaged Home has not been transferred, sold, or been made subject to any new liens, mortgages or encumbrances after the date of the application. Applicant further certifies that he/she has not received notice of any default, seizure, or foreclosure of any lien on the Damaged Home. Applicant acknowledges that all owners or people or entities with an interest in the Damaged Home have been identified in the application and are aware of Applicant's participation in the Program. Applicant further acknowledges that any interference by any person who claims to have an interest in the Damaged Home may result in Applicant's repaying the Grant Amount or otherwise being liable for costs related to those claims. Applicant agrees not to transfer the Damaged Home or any interest in the Damaged Home, whether voluntarily or involuntarily, until the rehabilitation or reconstruction to be performed under this Agreement has been completed, as confirmed by a successful Program final inspection. Should Applicant relinquish ownership of the Damaged Home prior to the successful Program final inspection, Applicant understands that he/she will be required to repay all or a portion of the Grant Amount.

Applicant Initials: _____ _____

RECAPTURE: Applicant acknowledges and understands that the Program is prohibited by federal law from paying funds toward a project that does not result in the full rehabilitation or reconstruction of the Damaged Home. As such, Applicant agrees that he/she will be required to repay all Grant Amount funds disbursed should the Applicant withdraw from the Program prior to completion of the project or otherwise fail to complete rehabilitation or reconstruction of the Damaged Home. Applicant Initials: _____ _____
ENFORCEMENT/VENUE/CHOICE OF LAW: Applicant may be required to remit to the State all or a portion of the Grant Amount in the event that Applicant does not comply with the terms of this Agreement and the policies and procedures 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 of this 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 without regard to choice of law rules. The parties expressly agree to WAIVE trial by jury.
SIGNATURES AND ACKNOWLEDGEMENT:

APPLICANT:	CO-APPLICANT:
DATE:	DATE:

B. SOLUTION 2 HOMEOWNER-MANAGED CONSTRUCTION GRANT AGREEMENT

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA HOMEOWNER ASSISTANCE PROGRAM

SOLUTION 2 - HOMEOWNER-MANAGED CONSTRUCTION GRANT AGREEMENT

APPLICANT INFORMATION:	
Application Number	
Applicant Name	
Co-Applicant Name (if applicable)	
Damaged Home Address, City, Parish, State, Zip Code ("**Damaged Home**")	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
AWARD INFORMATION	
Claimed 2020/2021 Disaster Event	
Structure Type	
Solution	**SOLUTION 2 - HOMEOWNER-MANAGED CONSTRUCTION**
Phase	
Solution 2 Grant Amount	
Applicant Contribution (if applicable)	
GRANT AGREEMENT EXECUTION INFORMATION	
Grant Agreement Execution Date	
Grant Agreement Execution Agent	

INTRODUCTION: This grant agreement ("**Agreement**") is entered into by the undersigned persons (collectively called "**Applicant**" in this Agreement, regardless of the number of individuals) and the State of Louisiana, Division of Administration, through the Office of Community Development (the "**State**"). Each undersigned person agrees to be solidarily bound to perform Applicant's obligations under this Agreement. The State may enforce its rights under this Agreement against any one of the undersigned persons.

PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to confirm the terms and conditions related to Applicant's receipt of financial assistance for repair or replacement of the Damaged Home resulting from damages caused by the declared disaster events of 2020 - 2021 (the "**Disasters**"). 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 for its disaster recovery program known as the Restore Louisiana Homeowner Assistance Program ("Program"). The Program is being managed by the Program Management Contractor on behalf of the State. Funds are being provided to eligible applicants to the Program.

RECEIPT OF PROGRAM DOCUMENTATION: By execution of this Agreement, Applicant acknowledges access to, and opportunity to review, the Program Manual ("**Manual**") that can be found on the Restore

Louisiana website (restore.la.gov) and understands that a full description of the Program and the policies governing the Program are contained in the Manual. The Manual, as may be amended, is incorporated herein by reference. Applicant understands that he/she is bound by all terms and conditions contained in the Manual as if they are fully stated in this Agreement.

Applicant further acknowledges receipt and execution of the following Program Documentation, which is incorporated herein by reference and confirms that the information provided, and the representations, warranties, consents, and agreements contained therein are true and correct as of the date hereof:

- Application and all attachments and exhibits.
- Homeowner Certification and Acknowledgement Form
- Form 4506C - Request for Transcript of Tax Return (if applicable).

Applicant Initials: _____ _____

SOLUTION AND AWARD CALCULATION: Applicant has selected and has been deemed eligible forSolution 2, Homeowner-Managed Construction assistance from the Program. Under this Solution, Applicant has selected, or will select, a Louisiana licensed residential contractor (repair or reconstruction projects), or a certified home improvement contractor (repair projects only), and shall contract directly with such contractor. In the event Applicant elects to self-manage the rehabilitation of the Damaged Home, Applicant agrees to comply with all licensing and permitting requirements. If the Program inspector determines that the Damaged Home must be reconstructed, **Applicant may not self-manage the reconstruction and must use a licensed Louisiana homebuilding contractor**. Based on the information provided by the Applicant and reviewed by the Program Management Contractor, the Applicant is eligible for the Grant Amount identified above ("**Grant Amount**") to pay for construction materials and services deemed necessary by the Program inspector(s) to make the Damaged Home habitable. The necessary repair or reconstruction is priced based on an economy/standard grade of building materials determined by industry software prices and not the price of replacing the Damaged Home or its components with like or similar materials. The work that will be conducted on the Damaged home is outlined in the Repair and/or Reconstruction Estimate ("**Scope of Work**") attached as Exhibit A to this Agreement.

Applicant Initials: _____ _____

The calculation of the Grant Amount is shown on Exhibit B attached hereto. The Grant Amount is subject to adjustment based on any Duplication of Benefits received by the Applicant (as further described below), regardless of when those benefits are received. By execution of this Agreement, Applicant acknowledges receipt of and consents to the State's calculation of the value of the Scope of Work on Exhibit A, and the calculation of the final Grant Amount on Exhibit B, which includes any Duplication of Benefits or deferred scope.

If any mistakes or miscalculations have been made by the State in relation to the calculation or allocation of any Grant Amounts under this Agreement, the Applicant agrees that the State shall, as soon as it becomes aware of such mistakes or incorrect determinations, recalculate any such allocations in order to correct such mistakes or errors and when necessary, recover from the Applicant any amounts unduly paid or distributed.

Applicant Initials: _____ _____

Applicant acknowledges and agrees that he/she is responsible for verifying licensing and insurance for the selected residential or home improvement contractor. Applicant understands that he/she is required to provide and has provided evidence of the contractor's business license and insurance prior to the execution of this Agreement, together with a copy of construction contract. Applicant agrees to be responsible for notifying the Program of any change of his or her designated Louisiana licensed residential contractor or certified home improvement contractor. Applicant acknowledges that nothing in this Agreement shall be deemed to make the State, the Program Management Contractor, or their contractors or subcontractors a party to the Applicant's construction contact, and in turn, nothing herein is deemed to make Applicant's contractor a third-party beneficiary of this Agreement. Applicant further understands and agrees that he/she and/or his/her contractor is responsible for obtaining all necessary permits, certificates, reconstruction certificates of occupancy, and substantial damage determination letters, copies of all such permits must be provided to the Program prior to the disbursement of grant funds.

Applicant Initials: _____ _____

Applicant acknowledges and agrees that construction must begin within one hundred eighty (180) days with at least 1 inspection by the program documenting work completed from the execution of this Agreement. Otherwise, the Applicant's grant award will be withdrawn. Applicant also understands and agrees that the repair or reconstruction project must be completed within three hundred sixty-five (365) days from the execution of this Agreement or the grant may be rescinded.

Applicant Initials: _____ _____

Applicant is further advised, understands, and agrees that additional information may be required by the State to determine that the Grant Amount was properly calculated. Applicant must maintain all records, receipts, invoices, and other documentation related to any repairs, construction, or clean-up of the Damaged Home for no less than seven (7) years from the date of this Agreement. Applicant agrees to provide the documentation to the State if requested. 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 Applicant is audited after the execution of this Agreement, failure to provide information that substantiates information provided in the application may result in recapture of the grant award.

Applicant Initials: _____ _____

If Applicant is also awarded Program funding under Solution 3 (Reimbursement), then Applicant must execute a separate Grant Agreement governing that award concurrently with execution of this Agreement.

PROHIBITION AGAINST DUPLICATION OF BENEFITS: Pursuant to federal law, any funds received by the Applicant for damage to the Damaged Home as a result of the Disaster's from FEMA, SBA, insurance companies, nonprofits, or any other source must be deducted from Applicant's Grant Amount. Any such benefits, regardless of when received, are considered a prohibited Duplication of Benefits ("**Duplication of Benefits**"). Under penalty of perjury and/or violation of federal and state laws applicable to this Agreement, Applicant hereby certifies that he/she has reported all Duplication of Benefits in his/her initial application and any monies received since the initial application. Applicant acknowledges his/her duty and continuing obligation to report any additional Duplication of Benefits received after the execution of this Agreement. In the event that the Applicant receives additional Duplication of Benefits after the date of this Agreement, Applicant agrees to notify the Program by logging into the web portal and submitting (either electronically or in accordance with the notice provision below) the Notice of Additional Funds form.

Applicant Initials: _____ _____

Applicant acknowledges and agrees that if it is determined the amount deducted from the Grant Amount in Exhibit B is less than the Duplication of Benefits actually received by the Applicant, the Grant Amount is subject to reduction or repayment by the Applicant as follows:

- if the Grant Amount has not yet been disbursed, the Grant Amount will be reduced by any additional Duplication of Benefits not previously considered in the calculation of the amount; or
- if the Grant Amount has been partially, but not fully disbursed, the additional Duplication of Benefits must be spent on the repair or reconstruction of the Damaged Home before any additional Grant Amount is disbursed; or
- if the Grant Amount has already been fully disbursed,the Applicant is required and hereby agrees to repay the amount of the Duplication of Benefits to the State up to the amount of the Grant Amount.

Applicant Initials: _____ _____

By execution of this Agreement, Applicant assigns to the State (1) any prior or future Duplication of Benefits not properly reported prior to disbursement of the Grant Amount, (2) any future Duplication of Benefits received after partial or final disbursement of the Grant Amount, and (3) Applicant's right to pursue the collection of any Duplication of Benefits due to Applicant related to physical damage to the Damaged Home (not including contents) from the Disasters. This assignment is limited to the recovery of any Duplication of Benefits paid to or due to Applicant up to the amount of the Grant Amount. In addition, Applicant further agrees to execute a separate subrogation agreement further outlining the State's rights to claim any additional Duplication of Benefits up to the amount of the Grant Amount.

Applicant Initials: _____ _____

DISBURSEMENT OF FUNDS: Prior to any disbursement of the Grant Amount, if a Duplication of Benefits was calculated, Applicants must spend that amount plus the value of any construction upgrades on repair

or reconstruction of the Damaged Home so that the value of the expended funds plus the Grant Amount equals the amount of the construction contract. When Applicant believes the amount of any Duplication of Benefits has been expended on the Damaged Home, he/she must notify the Program (using one of the methods set forth in the Notice paragraph below) and schedule an inspection of the Damaged Home by a Program inspector. Once copies of all required permits have been delivered to the Program and the Program inspector verifies that all Duplication of Benefits have been expended on repair or reconstruction of the Damaged Home, the Grant Amount will be disbursed. If an Applicant self-manages his/her own repair project, the Program may issue a single-party check to the Applicant, who in turn is solely responsible for paying any of his/her contractors for the completed work. Otherwise, payment will be made jointly to the Applicant and his/her designated Homebuilding Contractor in several draws in accordance with the Program policies and procedures and the construction contract between Applicant and his/her Homebuilding Contractor. Applicant is responsible for notifying the Program when construction has reached the point where a Program inspector is needed to verify completion required for disbursement of the next draw of Grant proceeds. Once grant proceeds are disbursed, Applicant has a duty to timely inform the Program if the funds are not received; otherwise, there is a conclusive presumption that the grant funds were in fact received by Applicant. The Program will issue no more than five construction draws per Applicant construction project, regardless of the terms of the Applicant's contract.

Applicant is responsible for the full costs of any and all change orders made to the construction contract after the date of this Agreement. Further, once grant proceeds are being used to fully fund construction draws, no change orders shall be permitted to the construction contract unless such change orders are fully paid for by Applicant(s) prior to any additional grant proceeds being disbursed.

Applicant Initials: _____ _____

RIGHT OF ACCESS: By execution of this Agreement, Applicant acknowledges that he/she has an obligation to, and agrees to, fully cooperate with all State contractors and subcontractors throughout the rehabilitation or reconstruction of the Damaged Home, including the duty to schedule and allow for inspections of the property throughout the construction project as required by the Program's policies and procedures. Applicant understands that the construction progress will be monitored by the Program and that payment of each draw is contingent upon satisfactory inspection of the home by the Program. The right of access andcooperation granted in this section shall be irrevocable from the execution of this Agreement until the final inspection certifying that all construction activities have been completed and the entire Grant Amount has been disbursed. Applicant further understands and agrees that should he/she fail to fully cooperate, including scheduling and providing access for the necessary inspections, Applicant's eligibility for the Program may be rescinded and any funds disbursed from the Grant Amount must be repaid by the Applicant to the State.

Applicant Initials: _____ _____

REQUIREMENT TO MAINTAIN FLOOD INSURANCE: If the Damaged Home, reconstructed home or replacement home is located in a Special Flood Hazard Area, any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of:

(i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the Applicant. For repairs, the policy to be provided will be based on the total projectcost at the time of closing; in the event of a post-closing increase to the total project cost, the Applicantmay be required to provide an updated policy. In cases of reconstruction projects, the full insurable value of the structure will be based upon the Program's final total project cost, upon which the final disbursement is based. Failure to maintain insurance may result in Applicant being ineligible for future disaster relief. Upon the sale or transfer of the property, Applicant will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property. In the event that the Applicant fails to provide such notice, Applicant may be liable to the United States for future disaster assistance related to the property.

Evidence that the Damaged Home is covered by any required flood insurance must be provided at the time of the execution of this Agreement. In the event the Damaged Home is being reconstructed, evidence must only be provided prior to final payment of grant proceeds. A declaration sheet, ACORD form describingthe coverage from the applicant(s)' insurance company, of flood insurance application along with a paid receipt will be sufficient evidence to satisfy this requirement. If flood coverage is required, but not available due to the disrepair of the Damaged Home, Applicant may submit a declination letter from the insurer at the time of execution of this Grant Agreement Execution.

Applicant acknowledges and agrees to provide proof of flood insurance and maintain the required flood insurance in accordance with the Program's policies as summarized above and more fully outlined in the Manual.

Applicant Initials: _____ _____

CONSENT TO ELECTRONIC TRANSACTION: Applicant acknowledges 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 consents to the use of electronic records in accordance with the State's security policy and procedure for such records. 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 authorizes the State to store and use the information provided by Applicant for such purposes, including information from third party reports needed to process your application and Grant Amount.

Applicant Initials: _____ _____

SEVERABILITY/CONSTRUCTION: 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, and the State, its agents, contractors, and subcontractors. No handwritten amendments to this Agreement shall be permitted. Applicant Initials: _____ _____
NOTICE: Applicant must notify the State if any of the information contained in his/her application or this Agreement becomes incomplete or incorrect at any time prior to final disbursement of the Grant Amount and completion of the repair or reconstruction of the Damaged Home. To update any information, Applicant must contact his/her case manager.
LIABILITY/HOLD HARMLESS: Applicant agrees 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 and the work performed on the Damaged Home. Applicant understands and agrees that if he/she attempts 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 the attorneys' fees and other expenses incurred in connection with such action. Applicant further agrees 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 attorney 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 Damaged Home. Applicant Initials: _____ _____
APPEALS: Applicant acknowledges and agrees that he/she has had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to your application, and at the time Applicant executes this Agreement, he/she waives any future right to appeal the determinations of eligibility, award amount, results of all inspections, and funding requirements (including Duplication of Benefits calculation and any escrow requirement). Applicant understands that from and after the date of this Agreement, all decisions by the State or its designee are final non-appealable determinations of benefits under the Program. Applicant Initials: _____ _____

FRAUD ACKNOWLEDGEMENT: Applicant asserts, certifies, and reaffirms under penalty of perjury and/or violation of federal and state laws applicable to this Agreement, that all information in the survey, application, documents provided, and documents executed on the Grant Agreement Execution Date are true to the best of his/ her knowledge and Applicant acknowledges that such have been relied on by the State and the Program Management Contractor to provide disaster assistance. Applicant further certifies that all damages claimed in connection with Applicant's application for Grant proceeds were a direct result of the Disasters, and that Applicant has disclosed to the State all insurance proceeds and other funds received from governmental agencies as compensation for damages as a result of the Disasters in the application process. Applicant acknowledges that he/she may be prosecuted by federal, state and/or local authorities in the event that Applicant makes or files false, misleading, and/or incomplete statements and/or documents. Applicant understands that he/she will be required to and agrees to repay all the Grant Amount in the event Applicant makes or files false, misleading, and/or incomplete statements and/or documents in the connection with the Grant and work performed on the Damaged Home.

Applicant Initials: _____ _____

Applicant acknowledges this notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors, and businesses and that the State has provided an Office of Fraud to address such issues.

REPRESENTATIONS CONTINUING: Applicant acknowledges and agrees that all his/her representations and information contained in the application remain true and complete as of the date of this Agreement. Applicant affirms that the Damaged Home has not been transferred, sold or been made subject to any new liens, mortgages, or encumbrances after the date of the application. Applicant further certifies that he/she has not received notice of any default, seizure, or foreclosure of any lien on the Damaged Home. Applicant acknowledges that all owners or people or entities with an interest in the Damaged Home have been identified in the application and are aware of Applicant's participation in the Program. Applicant further acknowledges that any interference by any person who claims to have an interest in the Damaged Home may result in Applicant's repaying the Grant Amount or otherwise being liable for costs related to those claims. Applicant agrees not to transfer the Damaged Home or any interest in the Damaged Home, whether voluntarily or involuntarily, until the rehabilitation or reconstruction to be performed under this Agreement has been completed, as confirmed by a successful Program final inspection. Should Applicant relinquish ownership of the Damaged Home prior to the successful Program final inspection, Applicant understands that he/she will be required to repay all or a portion of the Grant Amount.

Applicant Initials: _____ _____

RECAPTURE: Applicant acknowledges and understands that the Program is prohibited by federal law from paying funds toward a project that does not result in the full repair or reconstruction of the Damaged Home. As such, Applicant agrees that he/she will be required to repay all Grant Amount funds disbursed should the Applicant withdraw from the Program prior to completion of the project or otherwise fail to complete the repair or reconstruction of the Damaged Home. Applicant Initials: _____ _____
ENFORCEMENT/VENUE/CHOICE OF LAW: Applicant may be required to remit to the State all or a portion of the Grant Amount in the event that Applicant does not comply with terms of this Agreement and the policies and procedures 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 of this 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 without regard to choice of law rules. The parties expressly agree to WAIVE trial by jury.
SIGNATURES AND ACKNOWLEDGEMENT:

APPLICANT:	CO-APPLICANT:

C. SOLUTION 2 MANUFACTURED HOME REPLACEMENT GRANT AGREEMENT

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA HOMEOWNER PROGRAM

SOLUTION 2 – **MOBILE HOME/MANUFACTURED HOME** REPLACEMENT GRANT AGREEMENT

APPLICANT INFORMATION:	
Application Number	
Applicant Name	
Co-Applicant Name (if applicable)	
Location of Damaged Manufactured Housing Unit: Address, City,Parish, State, Zip Code	
Location of Replacement Unit (if applicable):Address, City, Parish, State, Zip Code	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
AWARD INFORMATION	
Claimed 2020/2021 Disaster Event	
Structure Type	MOBILE HOME/MANUFACTURED HOME UNIT
Solution	**SOLUTION 2 - MANUFACTURED HOME/MOBILEHOME REPLACEMENT**
Phase	
Solution 2 Grant Amount	
GRANT AGREEMENT EXECUTION INFORMATION	
Grant Agreement Execution Date	
Grant Agreement Execution Agent	
PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to confirm the terms and conditions related to Applicant's receipt of financial assistance for repair or replacement of the Damaged Manufactured Home Unit resulting from damages caused by the disaster events of 2020 - 2021 (the **"Disasters"**). 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 for its disaster recovery program known as the	

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Restore Louisiana Homeowner Assistance Program ("**Program**"). The Program is being managed by the Program Management Contractor on behalf of the State. Funds are being provided to eligible applicants to the Program.

RECEIPT OF PROGRAM DOCUMENTATION: By execution of this Agreement, Applicant acknowledges access to, and opportunity to review, the Program Manual ("**Manual**") that can be found on the Restore Louisiana website for the Disasters (restore.la.gov) and understands that a full description of the Program and the policies governing the Program are contained in the Manual. The Manual, as may be amended, is incorporated herein by reference. Applicant understands that he/she is bound by all terms and conditions contained in the Manual as if they are fully stated in this Agreement.

Applicant further acknowledges receipt and execution of the following Program Documentation, which is incorporated herein by reference and confirms that the information provided, and the representations, warranties, consents, and agreements contained therein are true and correct as of the date hereof:

- Application and all attachments and exhibits.
- Homeowner Certification and Acknowledgement Form
- Form 4506C - Request for Transcript of Tax Return (if applicable).

Applicant Initials: _____ _____

SOLUTION AND AWARD CALCULATION: Applicant has selected and has been deemed eligible for Solution 2, Manufactured Home/Mobile Home Unit Replacement assistance from the Program. Under the Solution, Applicant may elect to replace a damaged manufactured home unit or stick-built home with a new manufactured home unit. Based on the information provided by the Applicant and reviewed by the Program Management Contractor, the Applicant is eligible to receive the Grant Amount identified above ("**Grant Amount**") based on the Program's estimate of the costs necessary to remove a manufactured home or mobile home unit damaged by the Disasters, replace and install either a new economy/standard single wide manufactured home unit or a new economy/standard double wide manufactured home unit and associated mechanical, electrical and plumbing installations, permits and elevation permits and final certificates. The Grant Amount is not based on the value of the damaged mobile home or manufactured home unit, or the cost of a new manufactured home unit of Applicant's choosing. The Grant Amount will be based on the lower of the actual cost expended to remove the damaged unit, purchase and install a new manufactured home including the mechanical, electrical and plumbing installations, or the award cap established by the Program, whichever is less. Elevation costs, excluding elevation permit and final elevation certificate are separate from the replacement cap and are limited to the elevation cap for mobile home units as listed in the Manual. Used manufactured homes may not be purchased unless under an approved program (such as the FEMA Manufactured Home purchase program). Applicant acknowledges that the Grant Amount is not calculated or intended to be equal to or based on the actual amount spent by the Applicant on replacing Applicant's actual unit.

The calculation of the Grant Amount is shown on Exhibit A attached hereto. The Grant Amount may be limited to a percentage of the replacement cost based on Program eligibility policies. The Grant Amount is also subject to adjustment based on any Duplication of Benefits received by the Applicant (as further described below), regardless of when those benefits are received. By execution of this Agreement, Applicant acknowledges receipt of and consents to the State's calculation of the value of the manufactured home unit and the calculation of the final Grant Amount, as shown on Exhibit A, which includes any Duplication of Benefits. Applicant understands that he/she is responsible for the full costs of the manufactured home unit above the Grant Amount.

If any mistakes or miscalculations have been made by the State in relation to the calculation or allocation of any Grant Amounts under this Agreement, the Applicant agrees that the State shall, as soon as it becomes aware of such mistakes or incorrect determinations, recalculate any such allocations in order to correct such mistakes or errors and when necessary, recover from the Applicant any amounts unduly paid or distributed.

Applicant Initials: _____ _____

Applicant is further advised, understands, and agrees that additional information may be required by the State to determine that the Grant Amount was properly calculated. Applicant must maintain all records, receipts, invoices, and other documentation related to any repairs, construction, clean-up, or replacement of the Damaged Manufactured Home for no less than seven (7) years from the date of this Agreement. Applicant agrees to provide the documentation to the State if requested. 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 Applicant is audited after the execution of this Agreement, failure to provide information that substantiates information provided in the application may result in recapture of the grant award.

Applicant Initials: _____ _____

PROHIBITION AGAINST DUPLICATION OF BENEFITS: Pursuant to federal law, any funds received by the Applicant for damage to the Damaged Manufactured Home as a result of the Disasters from FEMA, SBA, insurance companies, nonprofits, or any other source must be deducted from Applicant's Grant Amount. Any such benefits, regardless of when received, are considered a prohibited Duplication of Benefits ("**Duplication of Benefits**"). Under penalty of perjury and/or violation of federal and state laws applicable to this Agreement, Applicant hereby certifies that he/she has reported all Duplication of Benefits in his/her initial application and any monies received since the initial application. Applicant acknowledges his/her duty and continuing obligation to report any additional Duplication of Benefits received after the execution of this Agreement. In the event that the Applicant receives additional Duplication of Benefits after the date of this Agreement, Applicant agrees to notify the Program by logging into the web portal and submitting (either electronically or in accordance with the notice provision below) the Notice of Additional Funds form.

Applicant Initials: _____ _____

Applicant acknowledges and agrees that if it is determined the amount deducted from the Grant Amount in Exhibit A is less than the Duplication of Benefits actually received by the Applicant, the Grant Amount is subject to reduction or repayment by the Applicant as follows:

- If the Grant Amount has not yet been disbursed, the Grant Amount will be reduced by any additional Duplication of Benefits not previously considered in the calculation of the amount; or
- If the Grant Amount has already been fully disbursed, the Applicant is required and hereby agrees to repay the amount of the Duplication of Benefits to the State up to the amount of the Grant Amount.

Applicant Initials: _____ _____

By execution of this Agreement, Applicant assigns to the State (1) any prior or future Duplication of Benefits not properly reported prior to disbursement of the Grant Amount, (2) any future Duplication of Benefits received after disbursement of the Grant Amount, and (3) Applicant's right to pursue the collection of any Duplication of Benefits due to Applicant related to physical damage to the Damaged Manufactured Home (not including contents) from the Disasters. This assignment is limited to the recovery of any Duplication of Benefits paid to or due to Applicant up to the amount of the Grant Amount. In addition, Applicant further agrees to execute a separate subrogation agreement further outlining the State's rights to claim any additional Duplication of Benefits up to the amount of the Grant Amount.

Applicant Initials: _____ _____

DISBURSEMENT OF FUNDS: Prior to disbursement of funds, Applicant must provide documentation evidencing the cost of the new unit (including site preparation, demolition, and removal of the damaged unit, if applicable, delivery, and installation) to the Program. The Grant Amount will be disbursed in accordance with the Program policies and procedures in one lump sum to the manufactured home distributor, seller and/or financer upon verification by the Program of the successfully completed inspections of the State Fire Marshal and local jurisdiction that the replacement manufactured home unit has been delivered and installed. The Applicant(s) manufactured home distributor, seller and/or financer shall be responsible for notifying the Program when installation of the new manufactured home unit is complete. Once grant proceeds are disbursed, Applicant and/or the manufactured home distributor, seller and/or financer has a duty to timely inform the Program if the funds are not received; otherwise, there is a conclusive presumption that the grant funds were in fact received by the manufactured home distributor, seller and/or financer.

Applicant Initials: _____ _____

REQUIREMENT TO MAINTAIN FLOOD INSURANCE: If the replacement unit is located in a Special Flood Hazard Area, it shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the replacement unit as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the replacement unit to satisfy the flood insurance requirement is equal to or greater than the total cost of the unit. Failure to maintain insurance may result in Applicant being ineligible for future disaster relief. Upon the sale or transfer of the unit, Applicant will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on any manufactured home located on the same property. In the event that the Applicant fails to provide such notice, Applicant may be liable to the United States for future disaster assistance related to the manufactured home.

Evidence that the replacement unit is covered by any required flood insurance must be provided before the disbursement of grant funding. A declaration sheet, ACORD form describing the coverage from theApplicant's insurance company, or flood insurance application along with a paid receipt will be sufficient evidence to satisfy this requirement. Applicant acknowledges and agrees to provide proof of flood insurance and maintain the required flood insurance in accordance with the Program's policies as summarized above and more fully outlined in the Manual.

Applicant Initials: _____ _____

CONSENT TO ELECTRONIC TRANSACTION: Applicant acknowledges that electronic records are beingcollected, maintained, stored, and utilized for the Program and that automated agents have been used to determine identification and eligibility for the Program. Applicant consents to the use of electronicrecords in accordance with the State's security policy and procedure for such records. To verifythe 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 authorizes the State to store and use the information provided by Applicant for such purposes, including information from third party reports needed to process your Application and Grant Amount.

Applicant Initials: _____ _____

SEVERABILITY/CONSTRUCTION: 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, and the State, its agents, contractors, and subcontractors. No handwritten amendments to this Agreement shall be permitted.

Applicant Initials: _____ _____

NOTICE: Applicant 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 disbursement of the Grant Amount and completion of the replacement of the Damaged Manufactured Home. To update any information, Applicant must contact his/her case manager.

LIABILITY/ HOLD HARMLESS: Applicant agrees 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. Applicant understands and agrees that if he/she attempts to take legal action arising from the grant against the State of Louisiana, UnitedStates 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 the attorneys' fees and other expenses incurred in connection with such action. Applicant further agrees 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 attorney 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 replacement of the Damaged Manufactured Home.

Applicant Initials: _____ _____

APPEALS: Applicant acknowledges and agrees that he/she has had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to your application, and at the time Applicant executes this Agreement, he/she waives any future right to appeal the determinations of eligibility, award amount, results of all inspections, and funding requirements (including Duplication of Benefits calculation and any escrow requirement). Applicant understands that from and after the date of this Agreement, all decisions by the State or its designee are final non-appealable determinations of benefits under the Program.

Applicant Initials: _____ _____

FRAUD ACKNOWLEDGEMENT: Applicant asserts, certifies, and reaffirms under penalty of perjury and/or violation of federal and state laws applicable to this Agreement, that all information in the survey, application, documents provided, and documents executed on the Grant Agreement Execution Date are true to the best of his/ her knowledge and Applicant acknowledges that such have been relied on by the State and the Program Management Contractor to provide disaster assistance. Applicant further certifies that all damages claimed in connection with Applicant's application for Grant proceeds were a direct result of the Disasters, and that Applicant has disclosed to the State all insurance proceeds and other funds received from governmental agencies as compensation for damages as a result of the Disasters in the application process. Applicant acknowledges that he/she may be prosecuted by federal, state and/or local authorities in the event that Applicant makes or files false, misleading, and/or incomplete statements and/or documents. Applicant understands that he/she will be required to and agrees to repay all the Grant Amount in the event Applicant makes or files false, misleading, and/or incomplete statements and/or documents in the connection with the Grant and work performed on the Damaged Manufactured Home.

Applicant Initials: _____ _____

Applicant acknowledges this notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors, and businesses and that the State has provided an Office of Fraud which can be found on the Restore.LA.gov website to address such issues.

REPRESENTATIONS CONTINUING: Applicant acknowledges and agrees that all his/her representations and information contained in the application remain true and complete as of the date of this Agreement. Applicant certifies that he / she has not received notice of any default, seizure, or foreclosure of any lien on the Damaged Manufactured Home. Applicant acknowledges that all owners or people or entities with an interest in the Damaged Manufactured Home have been identified in the application and are aware of Applicant's participation in the Program. Applicant acknowledges that any interference by any person who claims to have an interest in the Damaged Manufactured Home may result in Applicant's repayment of Grant Amount or otherwise being liable for costs related to those claims.

Applicant Initials: _____ _____

ENFORCEMENT/VENUE/CHOICE OF LAW: Applicant may be required to remit to the State all or a portion of the Grant Amount in the event that Applicant does not comply with the terms of this Agreement and the policies and procedures 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 of this 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 without regard to choice of law rules. The parties expressly agree to WAIVE trial by jury.

SIGNATURES AND ACKNOWLEDGEMENT:	
APPLICANT:	CO-APPLICANT:
DATE:	DATE:

D. SOLUTION 3 REIMBURSEMENT GRANT AGREEMENT

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA HOMEOWNER PROGRAM

SOLUTION 3 – REIMBURSEMENT GRANT AGREEMENT

APPLICANT(S) INFORMATION:	
Application Number	
Applicant(s) Name	
Co-Applicant(s) Name (if applicable)	
Damaged Home Address, City, Parish, State, Zip Code ("**Damaged Home**")	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
AWARD INFORMATION	
Claimed 2020/2021 Disaster Event	
Structure Type	
Solution	**SOLUTION 3 - REIMBURSEMENT**
Phase	
Solution 3 Grant Amount	
GRANT AGREEMENT EXECUTION INFORMATION	
Grant Agreement Execution Date	
Grant Agreement Execution Agent	
INTRODUCTION: This grant agreement ("**Agreement**") is entered into by the undersigned persons (collectively called "**Applicant**" in this Agreement, regardless of the number of individuals) and the State of Louisiana, Division of Administration, through the Office of Community Development (the "**State**"). Each undersigned person agrees to be solidarily bound to perform Applicant's obligations under this Agreement. The State may enforce its rights under this Agreement against any one of the undersigned persons.	

1

PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to confirm the terms and conditions related to Applicant's receipt of financial assistance for repair or replacement of the Damaged Home resulting from damages caused by the declared disaster events of 2020 - 2021 (the "**Disasters**"). 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 for its disaster recovery program known as the Restore Louisiana Homeowner Assistance Program ("**Program**"). The Program is being managed by the Program Management Contractor on behalf of the State. Funds are being provided to eligible applicants to the Program.

RECEIPT OF PROGRAM DOCUMENTATION: By execution of this Agreement, Applicant acknowledges access to, and opportunity to review, the Program Manual ("**Manual**") that can be found on the Restore Louisiana website (restore.la.gov) and understands that a full description of the Program and the policies governing the Program are contained in the Manual. The Manual, as may be amended, is incorporated herein by reference. Applicant understands that he/she is bound by all terms and conditions contained in the Manual as if they are fully stated in this Agreement.

Applicant further acknowledges receipt and execution of the following Program Documentation, which is incorporated herein by reference and confirms that the information provided, and the representations, warranties, consents, and agreements contained therein are true and correct as of the date this Agreement is signed.

- Application and all attachments and exhibits
- Homeowner Certification and Acknowledgement Form
- Form 4506C - Request for Transcript of Tax Return (if applicable)

Applicant Initials: _____ _____

SOLUTION AND AWARD CALCULATION: Applicant has selected and has been deemed eligible for Solution 3, Reimbursement assistance from the Program. Based on the information provided by the Applicant and reviewed by the Program Management Contractor, the Applicant is eligible to receive the Grant Amount: (a) (for stick built Damaged Home) to reimburse for construction materials and services deemed necessary by the Program inspector(s) to make the Damaged Home safe, sanitary and decent; or (b) (for damaged mobile homes or manufactured homes) to reimburse for the purchase and placement of a manufactured home based on the lower of the actual cost expended to purchase and install a new manufactured home or the manufactured housing award cap established by the Program for replacement of the damaged mobile home or manufactured home. The necessary rehabilitation or reconstruction is priced based on economy/standard grade of building materials determined by industry software prices and not actual expenses incurred by Applicant. Applicant acknowledges that the reimbursement GrantAmount identified above ("**Grant Amount**") is not calculated or intended to be equal to or based on the actual amount spent by the Applicant on repairs. The inspector's valuation of the work completed and eligible for reimbursementis attached as Exhibit A to this Agreement.

The calculation of the Grant Amount is shown on Exhibit B attached hereto. The Grant Amount may be

limited to a percentage of the inspector's valuation of the work completed based on Program eligibility policies. The Grant Amount is also subject to adjustment based on any Duplication of Benefits received by the Applicant (as further described below), regardless of when those benefitsare received. In kind services, services performed by the applicant or his or her family, and donated services or materials are not eligible for reimbursement.

By execution of this Agreement, Applicant acknowledges receipt of and consent to the State's valuation of the work completed on Exhibit A, and the calculation of the Grant Amount on Exhibit B, which includes any Duplication of Benefits.

If any mistakes or miscalculations have been made by the State in relation to the calculation or allocation of any Grant Amounts under this Agreement, the Applicant agrees that the State shall, as soon as it becomes aware of such mistakes or incorrect determinations, recalculate any such allocations in order to correct such mistakes or errors and when necessary, recover from the Applicant any amounts unduly paid or distributed.

Applicant Initials: _____ _____

Applicant is further advised, understands, and agrees that additional information may be required by the State to determine that the Grant Amount was properly calculated. Applicant must maintain all records, receipts, invoices, and other documentation related to any repairs, construction, clean-up, or replacement of the Damaged Home for no less than seven (7) years from the date of this Agreement. Applicant agrees to provide the documentation to the State if requested. 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 Applicant is audited after the execution of this Agreement, failure to provide information that substantiates information provided in the application may result in recapture of the grant award.

Applicant Initials: _____ _____

If Applicant was also awarded Program funding under Solution 1 or 2 (Program-managed or applicant-managed reconstruction or rehabilitation), Applicant will execute a separate Grant Agreement governing that award concurrently with execution of this Agreement.

PROHIBITION AGAINST DUPLICATION OF BENEFITS: Pursuant to federal law, any funds received by the Applicant for damage to the Damaged Home as a result of the Disasters from FEMA, SBA, insurance companies, nonprofits, or any other source must be deducted from Applicant's Grant Amount. Any such benefits, regardless of when received, are considered a prohibited Duplication of Benefits ("**Duplication of Benefits**"). Under penalty of perjury and/or violation of federal and state laws applicable to this Agreement, Applicant hereby certifies that he/she has reported all Duplication of Benefits in his/her initial application and any monies received since the initial application. Applicant acknowledges his/her duty and continuing obligation to report any additional Duplication of Benefits received after the execution of this Agreement. In the event that the Applicant receives additional Duplication of Benefits

after the date of this Agreement, Applicant agrees to notify the Program by logging into the web portal and submitting (either electronically or in accordance with the notice provision below) the Notice of Additional Funds form.

Applicant Initials: _____ _____

Applicant acknowledges and agrees that if it is determined the amount deducted from the Grant Amount in Exhibit B is less than the Duplication of Benefits actually received by the Applicant, the Grant Amount is subject to reduction or repayment by the Applicant as follows:

- if the Grant Amount has not yet been disbursed, the Grant Amount will be reduced by any additional Duplication of Benefits not previously considered in the calculation of the amount; or
- if the Grant Amount has already been fully disbursed, the Applicant is required and hereby agrees to repay the amount of the Duplication of Benefits to the State up to the amount of the Grant Amount.

Applicant Initials: _____ _____

By execution of this Agreement, Applicant assigns to the State (1) any prior or future Duplication of Benefits not properly reported prior to disbursement of the Grant Amount, (2) any future Duplication of Benefits received after disbursement of the Grant Amount, and (3) Applicant's right to pursue the collection of any Duplication of Benefits due to Applicant related to physical damage to the Damaged Home (not including contents) from the Disaster's. This assignment is limited to the recovery of any Duplication of Benefits paid to or due to Applicant up to the amount of the Grant Amount. In addition, Applicant further agrees to execute a separate subrogation agreement further outlining the State's rights to claim any additional Duplication of Benefits up to the amount of the Grant Amount.

DISBURSEMENT OF FUNDS: The Grant Amount will be disbursed in one lump sum directly to the Applicant in accordance with the Program policies and procedures either (a) at a scheduled date to execute this Agreement, if the home repairs are complete and Applicant is not applying for construction funding under Solution 1 or 2 of the Program, or (b) if Applicant has received an award for rehabilitation or reconstruction, at the same time Applicant receives final payment under the Solution 1 or 2 Grant Agreement, or (c) for mobile homes or manufactured homes, at a scheduled date to execute this Agreement Execution if a new manufactured home has been purchased and installed prior to application. Should the Grant Amount be paid directly to SBA as reimbursement for previously received Duplication of Benefits, such funds are considered part of the grant to Applicant such that this Agreement, and all its terms and provisions, apply to such disbursement of funds. Once grant proceeds are disbursed, Applicant has a duty to timely inform the Program if the funds are not received; otherwise, there is a conclusive presumption that the grant funds were in fact received by Applicant.

Applicant Initials: _____ _____

REQUIREMENT TO MAINTAIN FLOOD INSURANCE: If the Damaged Home, reconstructed home, or replacement home is located in a Special Flood Hazard Area, any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the Applicant. Failure to maintain insurance may result in Applicant being ineligible for future disaster relief. Upon the sale or transfer of the property, Applicant will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property. In the event that the Applicant fails to provide such notice, Applicant may be liable to the United States for future disaster assistance related to the property.

Evidence that the Damaged Home, reconstructed home, or replacement home is covered by any required flood insurance must be provided at the time of execution of this Agreement. A declaration sheet, ACORD form describing the coverage from the Applicant's insurance company, or flood insurance application along with a paid receipt will be sufficient evidence to satisfy this requirement. Applicant acknowledges and agrees to provide proof of flood insurance and maintain the required flood insurance in accordance with the Program's policies as summarized above and more fully outlined in the Manual.

Applicant Initials: _____ _____

CONSENT TO ELECTRONIC TRANSACTION: Applicant acknowledges 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 consents 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 authorizes the State to store and use the information provided by Applicant for such purposes, including information from third party reports needed to process your Application and Grant Amount.

Applicant Initials: _____ _____

NOTICE: Applicant must notify the State if any of the information contained in the application or this Agreement becomes incomplete or incorrect as of the date of this Agreement, or at any time prior to disbursement of the Grant Amount. To update any information, Applicant must contact his/her case manager.

LIABILITY/HOLD HARMLESS: Applicant agrees 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. Applicant understands and agrees that if he/she attempts 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 the attorneys' fees and other expenses incurred in connection with such action. Applicant further agrees 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 attorney 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 Damaged Home. If Applicant was also awarded Program funding under Solution 1 or Solution 2, and Applicant chose to waive prospective repair work, Applicant specifically agrees to indemnify and hold harmless the State of Louisiana, United States, any other branch or agency of the state or federal government, or any of their contractors, agents, or representatives from all losses, claims, damages, liabilities, and costs whatsoever caused by, related to, arising or purportedly arising out of, or from the waiver of prospective repair work.

Applicant Initials: _____ _____

APPEALS: Applicant acknowledges and agrees that he/she has had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to your application, and at the time Applicant executes this Agreement, he/she waives any future right to appeal the determinations of eligibility, award amount, results of all inspections, and funding requirements (including Duplication of Benefits calculation and any escrow requirement). Applicant understands that from and after the date of this Agreement, all decisions by the State or its designee are final non-appealable determinations of benefits under the Program.

Applicant Initials: _____ _____

FRAUD ACKNOWLEDGEMENT: Applicant asserts, certifies, and reaffirms under penalty of perjury and/or violation of federal and state laws applicable to this Agreement, that all information in the survey, application, documents provided, and documents executed on the Grant Agreement Execution Date are true to the best of his/her knowledge and Applicant acknowledges that such have been relied on by the State and the Program Management Contractor to provide disaster assistance. Applicant further certifies that all damages claimed in connection with Applicant's application for Grant proceeds were a direct result of the Disasters and that Applicant has disclosed to the State all insurance proceeds and other funds received from governmental agencies as compensation for damages as a result of the Disasters in the application process. Applicant acknowledges that he/she may be prosecuted by federal, state and/or local authorities in the event that Applicant makes or files false, misleading, and/or incomplete statements and/or documents. Applicant understands that he/she will be required to and agrees to repay all the Grant Amount in the event Applicant makes or files false, misleading, and/or incomplete statements and/or documents in the connection with the Grant and work performed on the Damaged Home.

Applicant Initials: _____ _____ Applicant acknowledges this notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors, and businesses and that the State has provided an Office of Fraud to address such issues.
REPRESENTATIONS CONTINUING: Applicant acknowledges and agrees that all of his/her representations and information contained in the application remain true and complete as of the date of this Agreement. Applicant affirms that the Damaged Home has not been transferred, sold or been made subject to any new liens, mortgages, or encumbrances after the date of the application. Applicant further certifies that he/she has not received notice of any default, seizure, or foreclosure of any lien on the Damaged Home. Applicant acknowledge that all owners or people or entities with an interest in the Damaged Home have been identified in the application and are aware of applicant(s) participation in the Program. Applicant further acknowledges that any interference by any person who claims to have an interest in the Damaged Home may result in Applicant repaying the Grant Amount or otherwise being liable for costs related to those claims. If Applicant was also awarded Program funding under Solution 1 or Solution 2, and should Applicant relinquish ownership of the Damaged Home prior to the successful Program final inspection, Applicant understands that he/she will be required to repay all or a portion of the Grant Amount. Applicant Initials: _____ _____
RECAPTURE: Applicant acknowledges and understands that the Program is prohibited by federal law from paying funds toward a project that does not result in the full repair or reconstruction of the Damaged Home. As such, if Applicant was also awarded Program funding under Solution 1 or Solution 2, then Applicant agrees that he/she will be required to repay all Grant Amount funds disbursed should the Applicant withdraw from the Program prior to completion of the project or otherwise fail to complete the repair or reconstruction of the Damaged Home under Applicant's Solution 1 or Solution 2 grant. Applicant Initials: _____ _____
ENFORCEMENT/VENUE/CHOICE OF LAW: Applicant may be required to remit to the State all or a portion of the Grant Amount in the event that Applicant does not comply with terms of this Agreement and the policies and procedures 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 of this 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 without regard to choice of law rules. The parties expressly agree to WAIVE trial by jury.

SIGNATURES AND ACKNOWLEDGEMENT:	
APPLICANT:	CO-APPLICANT:
DATE:	DATE:

E. RLHP SUBROGATION AGREEMENT

In consideration of the receipt by the undersigned applicant(s) of the Grant Amount under the Restore Louisiana Homeowner Assistance Program (the "**Program**") being administered by the State of Louisiana, Division of Administration, Office of Community Development (the "**State**"), the applicant(s) hereby assigns to the State all of his and/or her future rights to reimbursement and all payments which may be received under any Federal Emergency Management Agency ("**FEMA**") program, Small Business Administration ("**SBA**") program, policy of flood, casualty or property damage insurance, nonprofit donations or grants, or any other funding, or from claims or causes of action applicant may have ("**Proceeds**") related to physical damage to the Damaged Home (not including contents) caused by the Flood(s) that have not previously been included in the calculation of the Grant Amount. (Capitalized terms shall have the meanings given to them in the Grant Agreement(s) governing the Grant Amount executed by applicant(s) on the same day as this Subrogation Agreement ("**Agreement"**).

The State's rights under this Agreement regarding Proceeds shall be subject to the following:

A. If Proceeds are received by the applicant between the date of this Agreement and the date of the first disbursement of the Grant Amount, then the State shall re-calculate the Grant Amount by including such as a Duplication of Benefits in the grant calculation, and the State shall not have any right to receipt of such Proceeds, but the Grant Amount may be reduced.
B. If Proceeds are received by the applicant after the date of the first disbursement of the Grant Amount, but before the final disbursement, then the applicant(s) must repay the State the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total Grant Amount that would have been made if such Proceeds had been included in the State's original Grant calculation.
C. If Proceeds are received by the applicant after the date of the final disbursement of the Grant Amount, then the applicant(s) must turn over to the State the total amount of the Proceeds up to, but not exceeding, the Grant Amount.

Notwithstanding the foregoing, if Proceeds are received while the applicant(s) are in default under the Program, then the State can recover the amount of Proceeds up to the Grant Amount disbursed.

Applicant(s) agree to assist and cooperate with the State should the State elect to pursue any of the claims the applicant has or may have against any insurers for reimbursement under any policies insuring the Damaged Home or against others for physical damage to the Damaged Home. The applicant(s) assistance and cooperation shall include allowing suit to be brought in the name(s) of the applicant(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the State.

If requested by the State, the applicant(s) agree to execute such further and additional documents and instruments as may be requested to further and better assign to the State the Proceeds or any insurance policies and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the State to consummate and make effective the purposes of this Agreement.

Applicant(s) agrees that any lawyer or claims adjuster representing the applicants in connection with Damaged Home are authorized and instructed to communicate with the State regarding the nature and status of claims and to share information with the State relating to the claims. The lawyer and claims professional shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the applicant(s) (or any lender holding a lien on the Damaged Home) hereafter receive any Proceeds for physical damage to the Damaged Home (not including contents), the applicant(s) agree to promptly pay such Proceeds to the State in accordance with the terms of this Agreement.

The applicant(s) acknowledge that this Agreement does not impair the rights of the applicant(s) mortgage lender as loss-payee under any deed of trust or mortgage on the Damaged Home.

In any proceeding to enforce this Agreement, the State shall be entitled to recover all costs of enforcement, including actual attorneys' fees.

Warning: Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729.

This Agreement is executed as of the dates set forth below.

Applicant Signature	Applicant Signature
Printed Name	Printed Name
Date	Date

XX. APPENDIX H. PROGRAM PRICE LIST(S)

Standard/Economy Grade: An example of program price lists may be found at this link.

XXI. FLOOD INSURANCE ASSISTANCE APPLICATION

RESTORE LOUISIANA
Homeowner Assistance Program

Flood Insurance Assistance (FIA) Application

1. Applicant Information

Restore Account ID#:	
Applicant Name:	Co-Applicant:
Applicant Contact Phone #:	Alternate Phone #:
Email Address:	
Damaged Home Address:	

A. Home Type and Recovery Project

Construction Type: ☐ Reconstruction ☐ Rehabilitation/Repair

Mobile Home: ☐ Yes ☐ No

B. Status of RLHP

Homeowner has: ☐ Signed their RLHP grant ☐ Is in pre-closing for the RLHP grant

2. Applicant Attestations

A. Household Income

Has your household income (your income and any adult over 18 years of age in your household) changed since your Restore Application? ☐ Yes ☐ No

If Yes, please complete Section 4.

B. Insurance Requirement and Need

I am aware that my home is located in a Special Flood Hazard Area and that I must obtain and maintain flood insurance. ☐ Yes ☐ No

I have not yet purchased flood insurance and have a financial hardship in obtaining the required level of flood insurance ☐ Yes ☐ No

3. Duplication of Benefits/Prior Flood Insurance Assistance

A. Have you received Flood Insurance Assistance from FEMA, non-profit or other sources?

☐ Yes ☐ No

B. If yes, please provide to RLHP the coverage letter to determine extent and duration of coverage. *This will be uploaded with the FIA supporting documents and confirmed by the program that no DOB exists.*

4. Elevation Certificate

A. Do you have a copy of the elevation certificate for your property?

☐ Yes ☐ No

B. If yes, please provide to RLHP a copy of your elevation certificate. *This will be uploaded with the FIA supporting documents and confirmed by the program.*

Flood Insurance Assistance Application

5. Household Income

*Complete only if answered Yes in Section 1 to a change in income.

INCOME

(Please list the amount of income received for each Household Member)

SOURCE	WHO RECEIVES	AMOUNT	HOW OFTEN
Supplemental Security Income (SSI)			
Social Security Disability Income (SSDI)			
Social Security			
Temporary Aid to Needy Families (TANF)			
Child Support			
Veteran's Benefits			
Employment Income (*Please list information below)*			
Unemployment Benefits			
Pension			
Food Stamps			
Other (please specify source)			
TOTAL MONTHLY INCOME		$	

Flood Insurance Assistance Application

XXII. ACKNOWLEDGEMENT OF FINANCIAL COUNSELING AND FLOOD INSURANCE ASSISTANCE

Applicant Name:

Account ID:

Damaged Residence Address:

ACKNOWLEDGMENT OF FINANCIAL COUNSELING AND FLOOD INSURANCE ASSISTANCE

I, _____, am receiving Flood Insurance Assistance (FIA) provided by the Restore Louisiana Homeowner Assistance Program (RLHP) with a premium in the amount of $0.00. I understand and acknowledge the following:

_____ My flood insurance premium will be covered by FIA for one year, **only**.

_____ In order to maintain the current flood insurance coverage in perpetuity after one year, I must be able to pay the premium in the amount of $0.00.

_____ An annual premium in the amount of $0.00 means that I must budget $0.00 per month.

_____ I understand that failure to maintain flood insurance in perpetuity will make me ineligible for future disaster relief.

By initialing above and signing below, I acknowledge that a Program representative has provided financial counseling about the necessity of budgeting for flood insurance and the requirement to maintain flood insurance at the conclusion of FIA as well as the consequences if flood insurance is not maintained.

_____ _____

Signature Date

_____ _____

Printed Name Witness Signature

XXIII. FLOOD INSURANCE GRANT AGREEMENT

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA: FLOOD INSURANCE ASSISTANCE PROGRAM

Active Grantee Information:	
Restore LA Account ID	
Active grantee Name	
Co-Active grantee Name (if applicable)	
Damaged Home Address, City, Parish, State, Zip Code ("Damaged Home")	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
Award Information	
Claimed Disaster Event	
Restore LA Program Solution	
Flood Insurance Assistance Grant Amount (See Exhibit A for Coverage Quote)	
INTRODUCTION: This grant agreement (“Agreement”) is entered into by the undersigned persons (collectively called “Active Grantee” in this Agreement, regardless of the number of individuals) and the State of Louisiana, Division of Administration, through the Office of Community Development (the “State”). Each undersigned person agrees to be solitarily bound to perform Applicant’s obligations under this Agreement. The State may enforce its rights under this Agreement against any one of the undersigned persons.	
PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to confirm the terms and conditions related to Active Grantee’s receipt of assistance for flood insurance resulting from unmet housing needs related to the repair or reconstruction of the Damaged Home resulting from Hurricane Laura and/or Hurricane Delta in 2020, Hurricane Ida in 2021, or the Severe Storms, Tornadoes, and Flooding of May, 2021 (the “Disasters”).	

To receive flood insurance assistance, the Active Grantee 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 of the Damaged Home. By executing this Agreement, the Active Grantee acknowledges and agrees that the flood insurance assistance must be repaid to the State if the Active Grantee fails to fulfill any obligations of the Restore Louisiana Program under the Solution 1, 2 and/or 3 grant agreements, as applicable, or as provided in this Agreement. Further, the Active Grantee agrees that he/she will return to the State any amounts returned to the Active Grantee as a result of a sale of the covered property during the term of the insurance policy. Failure to do so may result in further action by the state to recoup the returned grant funds.

Active Grantee: _____ _____

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 Flood Insurance Assistance Program ("Program") under the Restore Louisiana Homeowner Assistance Program. The Program is being managed by the Program Management Contractor on behalf of the State.

RECEIPT OF PROGRAM DOCUMENTATION: By execution of this Agreement, Active Grantee acknowledge access to, and opportunity to review, the Restore Louisiana Flood Insurance 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. Active Grantee understands that he/she is bound by all terms and conditions contained in the Guidelines as if they are fully stated in this Agreement.

Active Grantee further represents that he/she 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 Flood Insurance Assistance with all attachments and exhibits.

Restore Louisiana Homeowner Program Information.

Form4506 C – Tax Return Authorization Form, if applicable.

Active Grantee: _____ _____

AWARD CALCULATION: Based on the information provided by the Active Grantee and reviewed by the Program Management Contractor, the Active Grantee is eligible for the Flood Insurance Assistance Grant Amount identified above ("Grant Amount") as detailed in Exhibit A to this Agreement. This is the amount that will be paid on Active Grantee's behalf for flood insurance coverage for one year. The Grant Amount is based on the Active Grantee's demonstration of hardship in paying the cost of flood insurance as required by the Restore Program. An Active Grantee is considered to have a hardship if his or her housing payment (rent or mortgage) equals or exceeds thirty percent (30%) of his or her monthly take home pay, or the insurance premium is more than fifteen percent (15%) of the Active Grantee's adjusted gross income or as otherwise

determined by the Program. The Grant Amount is subject to adjustment based on any other flood insurance assistance provided to or on behalf of the Active Grantee during any or all the periods for which the State provides assistance under this Agreement ("Duplication of Benefits"). Any Duplication of Benefits, as further described below, 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 Active Grantee under this Agreement.

By execution of this Agreement, Active Grantee acknowledges receipt of and consents to the State's calculation of the Grant Amount on Exhibit A. Active Grantee represents and warrants that all the information contained therein is true and correct and that he/she meets the criteria set forth herein to qualify for a hardship.

If any mistakes or miscalculations have been made by the State in relation to the calculation or allocation of any Grant Amounts under this Agreement, the Applicant agrees that the State shall, as soon as it becomes aware of such mistakes or incorrect determinations, recalculate any such allocations in order to correct such mistakes or errors and when necessary, recover from the Applicant any amounts unduly paid or distributed.

Active Grantee: _____ _____

Active Grantee is further advised, understands, and agrees that additional information may be required by the State to determine that the Grant Amount was properly calculated. Active Grantee must maintain all records related to his/her income and expenses for the year in which the Grant Amount is provided for no less than seven (7) years from the date of this Agreement. Active Grantee agrees to provide the documentation to the State if requested. Active Grantee 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 Active Grantee is audited after the execution of this Agreement, failure to provide information that substantiates information provided in the application may result in recapture of the grant award. Furthermore, Active Grantees that receive a return of premium because of cancelation or suspension of flood coverage for any reason, he/she is required to return the premium refund to the State. Failure to return the premium refund to the State may result in recapture of the funds.

Active Grantee: _____ _____

PROHIBITION AGAINST DUPLICATION OF BENEFITS: Pursuant to federal law, any funds received by the Active Grantee for flood insurance assistance for the same time periods provided under this Agreement must be subtracted from the Grant Amount or determined nullified prior to assistance provided under this Agreement. Any such benefits, regardless of when received, are considered a prohibited Duplication of Benefits. Under penalty of perjury and/or violation of federal and state laws applicable to this Agreement, Active Grantee certifies that any other flood insurance policies have been disclosed, cancelled, or nullified. Active Grantee acknowledges his/her duty and continuing obligation to report any additional Duplication of Benefits received after the execution of this Agreement. In the event that the Applicant receives additional Duplication of Benefits after the date of this Agreement, Applicant agrees to notify the Program by logging into the web portal and

submitting (either electronically or in accordance with the notice provision below) the Notice of Additional Funds form. If any of the statements are not correct, Active Grantee understands that he/she is responsible for repayment to the State the amount expended by the State under this Agreement that would not have been paid if the Duplication of Benefits had been properly deducted from the Grant Amount.

Active Grantee: _____ _____

Active Grantee acknowledges and agrees that if it is determined the amount deducted from the Grant Amount in Exhibit A is less than the Duplication of Benefits actually received by the Active Grantee, the Grant Amount is subject to reduction or repayment by the Active Grantee as follows:

if the Grant Amount has not yet been disbursed, the Grant Amount will be reduced by any additional Duplication of Benefits not previously considered in the calculation of the amount; or

if the Grant Amount has already been fully disbursed, the Active Grantee is required and hereby agrees to repay the amount of the Duplication of Benefits to the State up to the amount of the Grant Amount.

Active Grantee: _____ _____

By execution of this Agreement, Active Grantee assigns to the State (1) any prior or future Duplication of Benefits not properly reported and deposited into the Escrow Account prior to disbursement of the Grant Amount, (2) any future Duplication of Benefits received after partial or final disbursement of the Grant Amount, and (3) Active Grantee's right to pursue the collection of any Duplication of Benefits due to Applicant related to flood insurance assistance made necessary by the Disasters. This assignment is limited to the recovery of any Duplication of Benefits paid to or due to Active Grantee up to the amount of the Grant Amount. In addition, Active Grantee further agrees to execute a separate subrogation agreement further outlining the State's rights to claim any additional Duplication of Benefits up to the amount of the Grant Amount.

Active Grantee: _____ _____

DISBURSEMENT OF FUNDS: Active Grantee is responsible for contacting a qualified flood insurance provider and requesting a quote for flood insurance covering the Damaged Home. The quote must meet the policies and procedures outlined in the Guidelines and Active Grantee is responsible for providing it to the Program at FIAProgram@restore-la.org. Upon review and approval by the Program, all funds will be paid by the State's Program Management Contractor directly to the flood insurance provider. Active Grantee will not receive any disbursement of Program funds directly.

Active Grantee acknowledges that the State is not directly providing the insurance coverage and is not responsible or liable for any aspect of the Active Grantee's insurance coverage. Active Grantee understands and agrees that neither this Agreement nor payment made directly to the insurance provider creates any rights in favor or any third parties.

In the event that an eligible grantee has not purchased flood insurance and grant funds are available for reimbursement, the grantee may choose to have the flood insurance purchased from

the reimbursement proceeds or purchase the policy themselves. Grant funds will not be issued to the eligible grantee until the file is compliant with the proof of required flood insurance.

Active Grantee: _____ _____

CONSENT TO ELECTRONIC TRANSACTION: Active Grantee acknowledges 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. Active Grantee consents to the use of electronic records in accordance with the State's security policy and procedure for such records. To verify the Active Grantee's identity and eligibility for the Program, the State requires that certain personal information be provided to the State. By accepting the Grant Amount, Active Grantee authorizes the State to store and use the information provided by Active Grantee for such purposes, including information from third party reports needed to process your application and Grant Amount.

Active Grantee: _____ _____

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 Active Grantee, and the State, its agents, contractors, and subcontractors. No handwritten amendments to this Agreement shall be permitted.

NOTICE: Active Grantee(s) must notify the State if any of the information contained in his/her 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, Active Grantee must contact his/her case manager.

LIABILITY/HOLD HARMLESS: Active Grantee agrees 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 Agreement and the Grant Amount. Active Grantee understands and agrees that if he/she attempts to take legal action arising from this Agreement of the Grant Amount 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 Active Grantee the attorneys' fees and other expenses incurred in connection with such action. Active Grantee further agrees 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 attorneys' 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 Flood Insurance Assistance.

Active Grantee: _____ _____

APPEALS: Active Grantee acknowledges and agrees that he/she have had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to his/her application, and at the time Active Grantee executes this Agreement, he/she waives any future right to appeal the determinations of eligibility, award amount, and funding requirements. Active Grantee understands that from and after the date of this Agreement, all decisions by the State or its designee are final non-appealable determinations of benefits under the Program.

Active Grantee: _____ _____

FRAUD ACKNOWLEDGEMENT: Active Grantee asserts, certifies, and reaffirms under penalty of perjury and/or violation of federal and state laws applicable to this Agreement, that all information in the application and documents executed with this Agreement are true to the best of his/her knowledge and Active Grantee acknowledges that such have been relied on by the State and the Program Management Contractor to provide housing flood insurance assistance. Active Grantee further acknowledges that he/she may be prosecuted by federal, state, and/or local authorities in the event Active Grantee makes or files false, misleading, and/or incomplete statements and/or documents. Active Grantee understands that he/she will be required to and agrees to repay all the Grant Amount in the event he/she makes or files false, misleading, and/or incomplete statements and/or documents.

Active Grantee: _____ _____

REPRESENTATIONS CONTINUING: Active Grantee acknowledges and agrees that all his/her representations and information contained in the application remain true and complete as of the date of this Agreement. Active Grantee affirms that the Damaged Home has not been transferred or sold after the date of the application. Active Grantee further certifies that he/she has not received notice of any default, seizure, or foreclosure of any lien on the Damaged Home. Should Active Grantee relinquish ownership of the Damaged Home prior to the successful Program final inspection, Active Grantee understands that he/she will be required to repay all or a portion of the Grant Amount.

Active Grantee: _____ _____

PARTICIPATION RESPONSIBILITIES: Active Grantee acknowledges and agrees to the following clauses as a condition of receiving Flood Insurance Assistance:

DECLARATION OF COVERAGE SUBMITTAL: Active Grantee agrees to submit the final Declaration of Coverage within 45 days of the execution of this Agreement to the RLHP in order to confirm and be determined in compliance with FIA and RLHP.

CONTINUING ASSISTANCE: Active Grantee agrees that he/she have full intention to complete the repair or reconstruction under the RLHP.

Should Active Grantee breach his/her obligations and duties herein and under the Program generally, Active Grantee understands that his/her grant award will be withdrawn, and he/she may be required to repay all Grant Amount funds disbursed.

Active Grantee: _____ _____

RECAPTURE: Active Grantee acknowledges and understands that the Program is prohibited by federal law from paying funds toward a project that does not result in the full rehabilitation or reconstruction of the Damaged Home. As such, Active Grantee agrees that he/she will be required to repay all Grant Amount funds disbursed should the Active Grantee withdraw from the Program prior to completion of the project or otherwise fail to complete rehabilitation or reconstruction of the Damaged Home.

Active Grantee: _____ _____

ENFORCEMENT/VENUE/CHOICE OF LAW: Active Grantee may be required to remit to the State all or a portion of the Grant Amount in the event that Active Grantee does not comply with the 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 of this 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 without regard to choice of law rules. The parties expressly agree to WAIVE trial by jury.

SIGNATURES AND ACKNOWLEDGEMENT: (*Only one required)

ACTIVE GRANTEE:	CO-ACTIVE GRANTEE:
DATE:	DATE:

XXIV. ACKNOWLEDGMENT OF RETURN OF FUNDS DUE TO SOLD HOME

RESTORE LOUISIANA
Homeowner Assistance Program

Applicant Name:

Account ID:

Damaged Residence Address:

ACKNOWLEDGMENT OF RETURN OF FUNDS DUE TO SOLD HOME

I, _____, understand that by receiving Flood Insurance Assistance (FIA) provided by the Restore Louisiana Homeowner Assistance Program (RLHP), I must maintain ownership of my repaired/reconstructed home for the entire year of flood insurance premium coverage or my entire premium amount will be due back in full to the State of Louisiana.

I understand and acknowledge the following:

_____ My flood insurance premium will be covered by FIA for one year, **only**.

_____ I must maintain ownership of my home during this one-year timeframe. If I do not maintain ownership, I will be required to pay back my flood insurance premium coverage in its entirety.

_____ If I choose to sell my home, I must inform the new homeowners in writing of the requirement to maintain flood insurance.

By initialing above and signing below, I acknowledge that a Program representative has explained my responsibility to return FIA funds if I choose to sell my home during the one-year of paid flood insurance coverage.

_____ _____
Signature Date

_____ _____
Printed Name Witness Signature