

**Weatherization Assistance Program  
Program Contract  
Between  
Louisiana Association of Community Action Partnerships, Inc  
And  
Total Community Action, Inc.**

This Agreement (the "Agreement") between the Louisiana Association of Community Action Partnerships, Inc.,( the "Association") a non-profit partner and sub-recipient with the Louisiana Housing Finance Agency (the "Agency"), and **Total Community Action, Inc.**, an agency formed under the laws of Louisiana with its principal place of business at 1420 S. Jefferson Davis Parkway, New Orleans, LA 70125 ("Contractor").

**PURPOSE:** This agreement facilitates the expenditure of the Weatherization Assistance Program (WAP) funds as they have been made available under the American Recovery and Reinvestment Act of 2009 (ARRA), 10 CFR Part 440 and Public Law 105-78 through the United States Department of Energy. The agreement is in accordance with the cited authorities and with 10 CFR 600 and the Weatherization Assistance State Plan including the plan for Grant No. DE-EE0000122.

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

**ARTICLE 1 – Definitions**

When used in the Agreement, the following terms and phrases shall have the meanings identified below:

**Acceptance:** The date the Contractor signs the contract is the date of Acceptance.

**Agreement:** This Program Agreement and all attachments and exhibits which are attached hereto and made a part hereof.

**Anticipatory Breach:** A determination in the judgment of the Association that the actions or inactions of the Contractor will result in an event of default under the Agreement.

**ARRA:** American Recovery Reinvestment Act of 2009

**Conflict of Interest:** When an employee or officer of Contractor or any member of a Contractor employee's or Contractor officer's immediate family pursues assistance or is selected to receive assistance through a Program covered under this Agreement.

**Contractor:** The community action agency designated in this contract.

**Day:** Calendar day.

**DHHS:** The United States Department of Health and Human Services.

**DOE:** Department of Energy

**Effective Date:** As of September 1, 2009 or when ARRA State Plan is approved and effective.

**Expiration:** The end of the Term, including any Extension, if any, of the Agreement as a result of the passage of time, but not including the Association's Termination of the Agreement under Article 13: Termination of Agreement; Procedures upon Termination or Expiration of Agreement.

**Extension:** Mutual agreement of the parties to extend the Term of the Agreement for such a period as the parties shall agree upon. Except where specifically indicated otherwise, reference to the Term shall include any Extension.

**Fees:** In exchange for Services rendered pursuant to the terms of the Agreement, the Regulations and the Guide, the Contractor will receive Fees as set forth in each "Program Schedule" of the Program Portfolio (Exhibit 1 to the Agreement). Fees shall be earned in accordance to the Performance Measures set forth in each Program Schedule.

**HUD:** The United States Department of Housing and Urban Development.

**Immediate Family:** Immediate family members include one's children, spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse, and parents of the spouse.

**Performance Measures:** The progress or percent of work deliverables or services which must be completed to the reasonable satisfaction of the Association in order for Contractor to be paid the Fees outlined in each Program Schedule.

**Performance Production Expectation (PPE):** A schedule that illustrates the number of units to be weatherized (by month) and within specific timelines assigned for completion of units, as a state and/or as per each Subgrantee, in accordance with program and fiscal guidelines, in accordance with applicable law, regulations and notices, and in keeping with this Agreement.

**Person:** An individual, corporation, association, partnership, business trust, limited liability company, joint stock company, joint venture, trust, estate, or other entity or organization of whatever nature.

**Program:** The Programs subject to the Agreement are identified in Exhibit 1 (Program Portfolio), which may be amended from time to time as outlined in the Agreement to reflect the addition or withdrawal of Programs to the coverage of the Agreement.

**Program Operating Procedures Guide:** Each Program Schedule shall have as a part thereto guidance as to administrative procedures of the Program, which shall be commonly called the Program Guide. Each Program Operating Procedures Guides may be amended from time to time in accordance with Section 5.5.1: Delivery of and Modification to the Program Guide. Each Program Guide is incorporated herein by reference.

**Program Portfolio:** Any and all of the Program(s) subject to the Agreement at a given time constitute the Program Portfolio, as evidenced by the Program Schedules therein.

**Program Schedule:** Outlines the scope of services for each Program in the Program Portfolio, including specific goals and objectives, deliverables, performance measures, and a monitoring plan, specific payment terms, and specific performance standards or terms related to that Program.

**Records:** Files, books, documents papers, reports and records of all business activities and operations conducted by the Contractor, and all photocopies and reproductions thereof, relevant to each Program in which the Contractor participates under the performance of this Agreement.

**Services:** The required work, services, duties or obligations that constitute the sole reason why the Association retains the Contractor as an independent contractor to perform. Services are Program specific and shall be performed in accordance with the Agreement.

**Subcontractor:** A Person with which the Contractor contracts to carry out portions of the provisions of the Agreement, including Contractor's vendors.

**Sub-recipient:** Louisiana Association of Community Action Partnerships.

**Term:** The duration of this Agreement which commences on the Effective Date and expires on the date of Expiration, taking into account any Extension, as per Article 3 of this Agreement and the definition of Expiration.

**Termination:** The ending of the Agreement or any Extension hereof by the Association's President or the Contractor pursuant to Article 13: Termination of Agreement; Procedures upon Termination or Expiration of Agreement.

## **ARTICLE 2 – APPOINTMENT OF CONTRACTOR AND SCOPE OF SERVICES**

The Louisiana Association of Community Action Partnerships, Inc., as a Sub-recipient of the Louisiana Housing Finance Agency, hereby retains the Contractor as an independent contractor for

the sole purpose of performing the Services described in this Agreement, and the Contractor hereby agrees to perform such Services on the terms and conditions set forth below in accordance with the Agreement, the Program Schedule, and the Program Guide.

### **ARTICLE 3 – TERM OF AGREEMENT**

**3.1 Initial Term.** Subject to Article 13, the Agreement shall have a term that commences on the Effective Date and expires at 11:59 pm Central Standard Time on March 12, 2012.

**3.2 Extension.** The Term may be extended by mutual agreement of the parties for such period, as the parties shall agree upon (the “Extension”). Except where specifically indicated otherwise, reference to the Term shall include any Extension.

**3.3 Expiration.** The Agreement will expire on the earlier of (i) the last day of the Term as it may have been extended from time to time, or (ii) the effective date of Termination pursuant to Article 13. Upon Expiration or Termination, the right to complete the work under the Agreement shall end immediately, and the responsibility for all assigned Programs shall revert immediately back to the Association, except as otherwise provided in the Agreement or as may be determined by mutual agreement of the parties and evidenced in writing.

### **ARTICLE 4 – PROGRAMS SUBJECT TO AGREEMENT**

**4.1 Portfolio of Programs.** All of the Projects subject to the Agreement at a given time constitute the Portfolio.

**4.2 Addition or Withdrawal of Programs.** No addition or withdrawal of Programs described below shall be considered unless the Louisiana Housing Finance Agency and LACAP shall have determined such need consistent with the provisions of this contract and the Contract for Professional Services for ARRA Weatherization Assistance Program between LACAP and LHFA.

### **ARTICLE 5 – THE CONTRACTOR’S DUTIES**

**5.1 General Scope of Duties.** The Contractor shall perform the Services and such related tasks as outlined in the Program Schedule for each Program within the Program Portfolio.

**5.1.1** The Contractor may subcontract its duties under the Agreement pursuant to Article 6 below but may not delegate to any other entity the duties under the Agreement without prior written

approval of the Association. Under all such circumstances, the Contractor retains the responsibility for the performance of its duties.

**5.1.2** The Contractor's duties are more fully described in each Program Schedule and the corresponding Program Guide.

**5.2 Engagement of Subcontractors by the Contractor, and Prohibition Against Transactions with Affiliates of Contractor.** The Contractor may subcontract with subcontractors pursuant to Article 6 in its sole name and at its sole cost and expense. Any duties under the Agreement required to be undertaken by third parties must be undertaken pursuant to arms-length agreements with Persons that are not Affiliates of the Contractor, except with prior written approval of the Association.

**5.3 Training Through Technical Assistance Briefings.** The Contractor and its Subcontractors must attend Association-sponsored trainings as required by the Association. The Contractor will be notified of required training via electronic mail, U.S. Postal Service or facsimile, at the discretion of the Association.

**5.3.1 Hancock Energy Software.** In accordance with the plan submitted to the United States Department of Energy for the ARRA Weatherization Assistance Program, each subcontractor shall use the Hancock Energy Software (HES) for all data and financial management under this contract. To this end, each contractor shall assure that appropriate personnel attend all training sessions scheduled for HES applications.

**5.4 Contractor Standards of Performance.** The Contractor shall at all time act in good faith and in the best interests of the Association and shall carry out its duties with all deliberate speed. The Contractor shall use its best efforts and exercise all due care and sound business judgment in performing its duties under the Agreement, and shall act to avoid Conflicts of Interest or the appearance of Conflicts of Interest in the performance of its duties. The Contractor shall at all times comply with all applicable statutes, and this Agreement.

**5.4.1 Performance Measures.** Each Program Schedule and/or Program Guide will include the Performance Measures in accordance with the Contractor will be expected to perform its services for that Program. Without limiting any term or condition of the Agreement, failure by Contractor to meet the Performance Measures (including any deadlines therein) constitutes a default under the Agreement. Time is of the essence with respect to Contractor's compliance with the stated Performance Measures of each Program.

**5.4.2** The Association may extend any deadlines upon a showing of good cause. No extension shall be effective unless in writing and signed by the Association's President or his/her authorized representative.

**5.4.3 Davis-Bacon Act and wage requirements:** Notwithstanding any other provision of law to the contrary and in a manner consistent with all provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to ARRA and specifically for the ARRA funded Weatherization Assistance Program (WAP) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States code. To this end, all contracts between Contractor and subcontractors for weatherization assistance services shall contain a clause requiring compliance with this Davis-Bacon provision.

**5.4.4 Prohibitions on use of Funds**

- A. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislative or any local governing authority. Contracts with individuals shall be exempt from this provision.
- B. No Federal appropriated funds have been paid or will be paid, by or on behalf of any party or non-profit, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- C. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. The parties shall include the language of this certification in all subcontracts, loans and cooperative agreements for work or services contemplated under this agreement paid for with federal appropriated funds, and require that all recipients shall certify and disclose accordingly.

## **5.5 Contractor Administrative Duties**

**5.5.1 Delivery of and Modification to the Program Guide.** From time to time the LACAP, with the advice and approval of LHFA, may modify and make changes to a Program Guide. The Contractor shall be responsible for keeping current with the modification to the Program Guide. Modification to the Program Guide shall be made available by LACAP to the Contractor either in hard-copy or in electronic forms, including posting on the LACAP (Association) website and the LHFA website. The Contractor will be notified by mail and electronically (email or fax) of the availability of modifications to the Program Guide and shall implement the changes in the Program Guide upon receipt of such notice, unless otherwise specified by the Association. If a change is imposed to the Guide which causes a substantial impact on the Contractor's costs and expenses or time limits for performance of its Services, the LACAP and LHFA will take such change into account if the Contractor requests a waiver in related fee limits or time limits.

**5.5.2 Advertising and Publicity.** The Contractor shall not issue or sponsor, and it will require its Subcontractors, if any, not to issue or sponsor, any advertising or publicity that states or implies, either directly or indirectly, that the Association endorses, recommends or prefers the Services of the Contractor and/or those of any Subcontractor. The Contractor shall not use, and shall require that its Subcontractors, if any, not use the Association logo in any fashion without the Association's President's written approval (or that of his/her authorized representative).

## **5.6 Ethics**

**5.6.1 Contractor shall abide by the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 to 42:1170).**

**5.6.2 Contractor shall establish a written policy that requires its employees and officers to provide full disclosure of his/her Immediate Family members' financial interests associated with the programs covered under this Agreement, including applications for assistance. The policy shall set forth methodology for employees and officers to provide disclosure.**

**5.6.3 Contractor shall establish written policy to address instances of Conflicts of Interest. The policy shall prohibit Contractor's executive director or chief executive officer and his/her Immediate Family from participating in or receiving benefits from all programs covered by this Agreement. In addition, the policy shall prohibit a program administrator and his/her immediate family members from participating in or receiving benefits from those programs directly overseen by the program administrator. The policy shall set forth methodology that prevents an employee from being involved in the application process when the employee or his/her Immediate Family member is seeking assistance from a program covered under this Agreement. The policy shall include putting the Association on notice of each instance of a Conflict of Interest.**

## **Article 6 – THE CONTRACTOR’S CONTRACTS WITH SUBCONTRACTORS**

### **6.1 Subcontractor Notification.**

**6.1.1** To the extent that there are in effect on the Effective Date of the Agreement, or thereafter, contracts with Subcontractors proposed to be used under this Agreement covering any of the Services, the Contractor shall inform the Association of the extent to which the Contractor proposes to use such Subcontractor(s) and which Services are proposing to be performed by the Subcontractor(s).

**6.1.2** The Contractor has an ongoing obligation to inform the Association of any changes in the use of Subcontractors during the Term.

**6.2 Contractor’s Responsibility.** Notwithstanding the Contractor’s right to enter into subcontracts with Subcontractors, the Contractor shall remain solely responsible and liable for the proper and timely performance of the Services and management of timely performance of its duties and the duties of its Subcontractors in the performance of the Agreement.

### **6.3 The Contractor shall certify that its Subcontractors:**

**6.3.1** Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or Association or by any state department or agency;

**6.3.2** Have not within a three-year period preceding the subcontract been convicted of or had a civil judgment rendered against them for omission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**6.3.3** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Article 6.3.1 through 6.3.3; and

**6.3.4** Have not within a three-year period preceding the subcontract had one or more public transactions (federal, state or local) terminated for cause or default.

**6.4 Contracts with Subcontractors.** The Contractor shall ensure that all subcontracts with Subcontractors shall be consistent with the terms of the Agreement and the Contractor’s duties hereunder. Among other provisions, each Subcontractor contract shall provide that:



**6.4.1** The Subcontractor agrees to seek damages or other remedies solely against the Contractor and not against the State of Louisiana nor the Louisiana Housing Finance Agency, nor the Louisiana Association of Community Action Partnerships, Inc., or their respective officers, commissioners or employees, for any claim arising under the subcontract. (Collectively, the State of Louisiana, the Louisiana Housing Finance Agency, the Louisiana Association of Community Action Partnerships, Inc., their respective officers, commissioners, or employees shall be referred to as "Other Parties".) Upon request that may be made from time to time, the Subcontractor will acknowledge that it has no claims against the Other Parties, or any of them, or will waive any such claims it believes it may have against the Other Parties, or any of them;

**6.4.2** The Subcontractor shall maintain its Records which relate to this Agreement and agrees to make them available for inspection by the Contractor, LACAP (the Association), the LHFA, the United States Department of Energy, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor and Division of Administration auditors, such inspection to be in a manner consistent with the requirements place upon the Contractor under Article 12 (Books Records and Contractor Oversight) and Article 13 (Termination of Agreement; Procedures Upon Termination or Expiration of Agreement) of this Agreement;

**6.4.3** The Subcontractor shall treat non-public information in a manner consistent with the requirements of Article 11 (Confidential Information) of the Agreement;

**6.4.4** The Subcontractor shall obtain such insurance coverage as may be reasonably directed by the Contractor; and

**6.4.5** The Subcontractor may not assign its contract with the Contractor without the Contractor's prior written approval.

**6.4.6** The Subcontractor shall meet the same conflict of interest standards as required of the Contractor.

**6.5 Supervision of Subcontractors.** The Contractor shall monitor and supervise diligently the Subcontractors' performance of their duties under the subcontracts, including Subcontractors' supervision of their subcontracts, if any.

**6.6 Davis-Bacon Compliance.** The Contractor shall include in its contract with each subcontractor, a provision requiring compliance with the applicable provisions of the Davis-Bacon Act as provided in provision 5.4.3 hereof.

**6.7 PERSONNEL RETENTION POLICY.** Each Contractor shall be required to have a written personnel policy, which shall be reasonable and available for review by LACAP and LHFA. Consistent with such policy, each contractor shall establish an additional policy that any employee, subcontractor or subcontractor employee who is trained for weatherization under the Louisiana ARRA Weatherization Program shall, unless terminated due the exhaustion of program funds, or other cause under the personnel policy, be retained as such at least through the duration of the plan

cited. To this end, each Contractor shall inform all employees, subcontractors and subcontractor employees that are trained in weatherization under the Louisiana ARRA Weatherization Program that he or she, unless terminated due to the exhaustion of program funds, or for some other cause under the personnel policy, shall have a right to retention as such at least through the duration of the ARRA Weatherization Program. This provision shall not be construed to mean a subcontractor's entire employee pool shall be so retained based upon the singular training of the subcontractor.

### **6.8 PROCUREMENT:**

In accordance with the provisions of 10 CFR 600.144, the contractor shall establish written procurement procedures or abide by established and appropriate governmental procurement procedures. These procedures shall provide, at a minimum, that:

- (1) Contractors avoid purchasing unnecessary items and services.
- (2) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
- (3) Solicitations for goods and services provide for all of the following.
  - (i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
  - (ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
  - (iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
  - (iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
  - (v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
  - (vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- (b) Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of DOE awards shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

(c) The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the contractor but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

(d) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

(e) Contractors shall, on request, make available for LACAP and LHFA, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply.

(1) A contractor's procurement procedures or operation fails to comply with the procurement standards in this contract provision.

(2) The procurement is expected to exceed the small purchase threshold fixed at 41 U.S.C. 403 (11) (currently \$25,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

(3) The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.

(4) The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

(f) The procurement procedure shall inform potential bidders or proposers of the necessity that the successful entity or entities shall be qualified to perform housing weatherization and shall be required to use weatherization personnel who have received the proper training in accordance with ARRA Weatherization State Plan.

## **ARTICLE 7 – DUTIES OF THE ASSOCIATION**

**7.1 The Association has the duty to administer the Programs.**

**7.2 Provision of Information to the Contractor.** The Association shall furnish the Contractor with information determined by the Association to be required for the orderly performance of the Contractor's duties under the Agreement, including information regarding changes in the Association's policies and procedures affecting any matter relevant to the Contractor's performance of the Agreement, although nothing herein limits the Contractor's responsibility for keeping current with modifications to the Guide in accordance with Paragraph 5.5.1 (Delivery of and Modification to the Program Guide) of the Agreement.

**7.3 Approval and Execution of Documents.** The Association shall have the sole right and authority to approve the Services being performed under this Agreement.

**7.4 Compensation of a Contractor.** The Association shall compensate Contractor for its services in accordance with this Agreement.

## **ARTICLE 8 – THE CONTRACTOR'S COMPENSATION**

**8.1 General.** In exchange for the Services rendered pursuant to the terms of the Contract, and the Program Guide, the Contractor will receive the fees as set forth in the Program Schedule or any attachment herein. Only the first 50% of this contract shall be fully authorized for expenditure upon signature of this contract. **The remaining 50% shall be available, if and only if further funding for the program is awarded to LHFA by DOE for the ARRA WAP Program.**

**8.2 Withdraws.** In the event the Association with the advice and approval of the LHFA withdraws a Program due to the Contractor's failure to perform in accordance with the Agreement, or in the event that the Contractor terminates the Agreement in accordance with Section 13.3.2

(Right of a Public Entity Contractor to Terminate for Convenience), the Contractor will be paid at the point of withdrawal an amount the Association determines is equal to the value of the Services performed by the Contractor with respect to such Program based on the Fees set forth in the Program Schedule. In the event the Association withdraws a Program for any reason set forth in Section 4.2.2, other than for the reasons specified in Section 13.1, the Director shall pay the Contractor for its services an amount equal to the value of the Services performed by the Contractor with respect to such Program based on the Fees set forth in the Program Schedule. The aforesaid payments and reimbursement are paid subject to the Director's right of set-off or recoupment. Payment to the Contractor will be withheld until all records pertaining to the subject Program are returned to the Association.

## **ARTICLE 9 – INDEMNIFICATION**

**9.1** Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

**9.2** Nothing set forth above shall be deemed to constitute a waiver of, or attempt to compromise, any rights, privileges and immunities set forth in the provision of Louisiana law governing sovereign immunity.

**9.3** Survivability. The protections offered by Article 9.1 and Article 9.2 above survive the Term of the Agreement.

## **ARTICLE 10 – REPRESENTATIONS AND COVENANTS**

**10.1** The Association represents as follows:

**10.1.1** The Association's President and/or his/her authorized representative has the power and authority required to execute, deliver and perform the Agreement on behalf of the Association.

**10.1.2** Association's execution, delivery and performance of the Agreement have been duly authorized by all necessary official action.

**10.1.3** The Agreement constitutes a legal, valid and binding agreement of the Association.

**10.2** The Contractor represents as follows, that as of the Effective Date and through the Term of this Agreement:

**10.2.1** It has full power and authority to execute, deliver and perform the Agreement; it is an entity duly organized, validly existing and in good standing under the laws of the State or locality of its formation and with full power and authority to execute, deliver and perform the Agreement;

**10.2.2** The execution delivery and performance of the Agreement have been duly authorized by all necessary corporate action of the Contractor;

**10.2.3** The Agreement constitutes a legal, valid, binding agreement of the Contractor, enforceable against the Contractor in accordance with its term, except as limited by bankruptcy, insolvency, receivership and similar laws from time to time in effect;

**10.2.4** Contractor possesses all necessary licenses, permits and approvals required to execute, deliver and perform the Services and its duties under the Agreement and is qualified to do business in all jurisdictions where such qualification is required for Contractor's performance of its duties under the Agreement, and that Contractor shall require each subcontractor engaged to perform housing weatherization services to licensed, bonded and insured unless the Contractor has sought and received an exception from such requirement from LACAP and the LHFA;

**10.2.5** To the best of Contractor's knowledge, there is no litigation pending or threatened which would adversely impede or prevent Contractor's execution and performance of the Agreement, or which poses a conflict of interest in which the Contractor is taking an adverse position in litigation, an administrative proceeding or other contested matter with a Program covered by the Agreement;

**10.2.6** The representations made in the documents submitted by Contractor and relied on by the Association in entering into this contract are true and correct.

**10.2.7** The Contractor certifies that neither it, nor any of its directors and administrators:

**10.2.7.1** Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or Association or by any state department or Association;

**10.2.7.2** Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for omission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or

contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**10.2.7.3** Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Article 6.3.1 through 6.3.3; and

**10.2.7.4** Has within a three-year period preceding the subcontract had one or more public transactions (federal, state or local) terminated for cause or default.

**10.2.8** The Contractor covenants that it will comply with, and will cause each Subcontractor to agree in its subcontract with Contractor to comply with, all applicable Federal and state laws and regulations, including the Program Guide, in performing its and their respective responsibilities under the Agreement and the subcontracts.

**10.3** If deemed necessary in the sole discretion of the Association, the Contractor shall provide the Association with an opinion of counsel confirming the matters set forth in Article 10.2. through Article 10.2.8 above.

**10.4** The Contractor shall promptly provide the Association with notice of any anticipated development or event that would adversely and materially affect the Contractor's financial condition or its ability to perform its obligations under the Agreement.

**10.5** The Contractor shall promptly notify the Association of any conflicts between the Agreement, the Program Guide and other Association rules and regulations.

## **ARTICLE 11 – CONFIDENTIAL INFORMATION**

**11.1** The Contractor shall abide by all laws and regulations concerning confidentiality, which safeguard information and the client information including Louisiana's Confidentiality Law. R.S. 46:56.

## **ARTICLE 12 – BOOKS, RECORDS AND CONTRACTOR OVERSIGHT**

### **12.1 Recordkeeping and Reporting Requirements.**

#### **12.1.1 General.**

(a) **Maintenance of Substantiating Documentation.** At all times during the Term of the Agreement and for 3 years following Expiration or Termination, the Contractor shall

maintain a complete and accurate set of files, books, documents, papers, reports and records of all business activities and operations conducted by the Contractor, and all photocopies or reproductions thereof, relevant to the Contractor's performance under the Agreement (all of which shall collectively constitute the "Records"). The Contractor shall require its Subcontractors to maintain a complete and accurate set of files, books, documents, papers, reports and records of all business activities and operations conducted by the Subcontractor, and all photocopies or reproductions thereof, relevant to Subcontractor's performance of the requirements of the Agreement. The Contractor shall maintain at its principal places of business, or a convenient, secure location off-site, the final reports or other final work product and Records prepared by the Contractor and its Subcontractors. All Records stored off-site shall be available to the Association upon 48 hours notice to the Contractor. All Records collected or prepared by the Contractor or Subcontractors, or related to the Contractor's performance under the Agreement shall be the property of the Association and shall not, in any manner, be construed to be the property of the Contractor.

(b) Production of Records to Association. The Contractor shall promptly forward such Records as the Association shall require in writing.

(c) Contractor will be required to submit certain reports for each Program in its Program Portfolio, as will be outlined in the Program Schedule and/or Program Guide. Failure of Contractor to submit reports on time shall be deemed a default and/or may be the basis for withholding payments, suspension or termination of the contract and/or withdrawal of the Program(s) that are relative to certain reports.

**12.1.2 Generally Accepted Accounting Principles.** The Contractor shall maintain all accounts and prepare the related financial statements and reports required under the Agreement in accordance with generally accepted accounting principles applied on a consistent basis and formatted in a manner acceptable to the Federal government.

**12.1.3 Retention of Records.** Retention and disposition of Records shall be governed by Section 13.4.3.

**12.1.4 Association's Right to Examine Books and Records and to Audit.**

(a) Access to Books and Records. At all times during the Term of the Agreement and at all times during the three (3) year period following the Expiration or Termination of the Agreement, Association and its duly authorized agents, representatives, employees, or other Government Association may, upon forty-eight (48) hours notice, enter upon the Contractor's place of business and, during business hours, inspect, audit, and copy: (i) any Records held by the Contractor relevant to Contractor's performance under the Agreement; and (ii) any Records held by the Subcontractor relevant to Contractor's performance under the Agreement. Contractor shall not require unreasonable prior notice or otherwise limit



the access of the Association or its duly authorized agents, representatives or employees when they seek to perform such examination of the Records held by Contractor or any Subcontractors. Contractor shall also make available to the Association the appropriate staff for purposes of conducting a Records review or for other reasonable purposes.

(b) Subcontracting and Books and Records Access. Contractor agrees to include in subcontracts under the Agreement a clause to the effect that the Association or its duly authorized agents, representatives or employees, or other Government Association may, until three years after final payment under the subcontract, at such reasonable times as the Association may determine, inspect, audit and copy any of Subcontractor's Records relevant to their performance related to the Agreement. Such clause shall provide that Subcontractor may require up to 48 hours notice and will not otherwise limit the access of the Association or its duly authorized agents, representatives or employees when they seek to perform such examination of the Records of the Subcontractor.

(c) Period of Examination. The periods of access and examination in subsections (a) and (b) above for Records relating to (1) litigation or settlement of claims arising from the performance of the Agreement, or (2) costs and expenses of the Agreement shall continue until such appeals, litigation, claims, or exceptions are disposed of.

## **12.2 Audit Requirements**

Contractor grants to the State of Louisiana, through the Louisiana Housing Finance Agency, the Office of the Legislative Auditor, the Inspector General's Office, the Federal Government and/or other such officially designated body, including the Louisiana Association of Community Action Partnerships, Inc., the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor is expected to comply with federal and/or state laws requiring an audit of Contractor's operation as a whole or of specific program activities.

If Contractor expends \$500,000 or more in federal funds annually, Contractor is required to obtain a single audit. Contractor shall inform the Association within thirty (30) days after the end of Contractor's first fiscal year whether or not a single audit is to be performed. If a single audit is expected, then the Contractor shall send the Association a copy of the engagement letter. The audit shall be conducted in accordance with generally accepted auditing standards contained in the Governmental Auditing Standards-Standard for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the United States General Accounting Office, Single Audit Amendments of 1996 (Public Law 104-156), the provisions as specified in OMB Circular A-133 revised June 27, 2003, Audits of States, Local Governments, and Non-Profit Organizations, and any other applicable State and/or Federal regulations. Contractor shall furnish the Association with two (2) copies of the audit covering funds awarded under this contract. All reports and engagement letters are to be forwarded to the Louisiana Association of Community Action Partnerships, Inc.

If the cost of the audit is to be recovered through this contract, the audit engagement letter prepared by the Certified Public Accountant performing the audit shall include a budget showing the portion of cost allocated to each program/contract.

If Contractor expends less than \$500,000 per year in federal funds, Contractor shall follow the compliance/attestation guidance offered in the Louisiana Governmental Audit Guide (revised August 1, 2004) pertaining to quasi-public entities, as prepared by the Louisiana Society of Certified Public Accountants to complete the audit. Upon completion of the audit, two (2) copies of this report shall be forwarded to: Louisiana Association of Community Action Partnerships, Inc.

### **ARTICLE 13 – TERMINATION OF AGREEMENT; PROCEDURES UPON TERMINATION OR EXPIRATION OF AGREEMENT**

**13.1 Termination by the Association for Cause.** A default shall exist under the Agreement and the Association may terminate the Agreement for cause upon written notice to the Contractor if the Association determines that any of the following events of default have occurred:

**13.1.1** The Contractor has made a false claim for payment of fees under the Agreement or has made a statement to the Association that contains an untrue material fact or fails to contain a material fact necessary to make the statements made not misleading, whether or not Contractor has made such a statement to the Association prior to the Effective Date or during the Term of the Agreement;

**13.1.2** A material adverse change has occurred in the financial condition of Contractor that affects or is likely to adversely affect Contractor's performance under the Agreement;

**13.1.3** A material adverse change has occurred in Contractor's ability or capacity to perform the Agreement;

**13.1.4**

a) The Contractor files a petition for bankruptcy, reorganization or arrangement under any Federal or State statute, or makes an assignment for the benefit of creditors or takes advantage of any insolvency statute or similar statute.

b) If a receiver or trustee is appointed for the property and assets of Contractor and such receivership is not discharged within sixty (60) Days of such appointment;

**13.1.5** The Contractor or a principal thereof becomes ineligible to contract with the Association under applicable laws and regulations, or is the subject of any Federal or State debarment or suspension proceeding or similar administrative sanction or is indicted or convicted of any criminal offense.

**13.1.6** The Contractor fails to perform any of its duties pursuant to and in accordance with Article 5 hereof or any other term, condition or obligation pursuant to and in accordance with the Agreement, any Program Guide or Association rules or regulations.

**13.1.7** The Contractor, or those acting on its behalf (including Subcontractors), takes any action: (i) which is not permitted by the Agreement or not in accordance with Contractor's responsibilities in ensuring performance of the Agreement executed by the Association; (ii) which is not within the scope of Contractor's duties under the Agreement; (iii) which is not within Contractor's authority under the Agreement; (iv) which amends any document which is a part of the Agreement or incorporated in the Agreement without the Association's approval; (v) which fails to comply with Association rules or regulations or statutes and Regulations of the branch of Federal government providing the funds; or (vi) which would constitute a violation of any Federal, State or local law.

**13.1.8** The Contractor has committed an act or acts of negligence or willful misconduct in the performance of its duties under the Agreement

**13.1.9** An Anticipatory Breach has occurred under the Agreement.

**13.1.10** The Contractor is in default in the performance of its obligations under the Agreement.

**13.2 Payment Upon Termination for Cause.** In the event of Termination due to an uncured default, the Contractor shall be paid an amount the Association determines is equal to the value of the Services performed by Contractor, for each Program, as of the date of Association's notice of an event of default and the expiration of any cure period that may be contained in such notice. Such amount shall be based on the Fees set forth the Program Schedule. Notwithstanding the previous sentence or any other provision of the Agreement, the Association may, in such event, at Association's option, withhold any Fee or reimbursement expenses accrued but not yet paid.

In no event shall the amount of any sum retained by the Association under this Article 13 limit the amount that the Association may claim and recover against Contractor in connection with any claim the Association may assert against Contractor for damages due under the Agreement. The Association also retains the right of set-off and recoupment.

### **13.3 Termination for Convenience**

**13.3.1 Right of Association to Terminate for Convenience.** The Association may, at its option and at any time, terminate the Agreement regardless of whether Contractor is in default in the performance of any of its obligations under the Agreement if such Termination is in the best interests of the Association. In the event the Association terminates the Agreement for convenience, the Association shall pay the Contractor for its Services an amount based on the Fees set forth in the Program Schedule.

**13.3.2 Right of a Public Entity Contractor to Terminate for Convenience.** If the Contractor is a public entity, then the Contractor may, at its option and at any time in accordance with applicable law, terminate this Agreement regardless of whether the Association is in default in the performance of any of its obligations under this Agreement if such Termination is in the best interests of the Contractor. In the event the public entity Contractor terminates this Agreement for convenience, the Association shall pay the Contractor for its Services based on the Fees set forth in the Program Schedule.

#### **13.4 Procedures for Termination.**

**13.4.1 Notice for Termination for Cause.** The Association shall notify the Contractor in writing of a default of the Agreement under Section 13.1. The Association shall provide the Contractor with ten (10) Days to cure the default. If, at the end of the cure period, the Association determines that the violation has not been cured, the Termination of the Agreement shall be effective immediately, without further notice.

**13.4.2 Notice for Termination for Convenience.** In the event the Association wishes to terminate the Agreement for reasons of convenience, the Association shall provide the Contractor with twenty (20) Days advance written notice of the Termination. The Termination will be effective at the end of the twenty (20) Day period.

**13.4.3 Books and Records.** Upon the Expiration or upon receipt of notice of Termination of the Agreement, Contractor, as directed by the Association, either will immediately deliver all Records to the control of the Association or Association's authorized agent at Association's sole expense or will hold the Records for up to a three (3) year period. During this period, Contractor shall continue to maintain Records relevant to its performance under the Agreement at its principal place of business, or a convenient, secure location off-site, which shall be accessible to the Association upon 48 hours notice to the Contractor. Association shall have the right to enter upon Contractor's place of business or off-site location to take physical possession and control of the Records, and the Association may restrain any breach of the provisions of this Section 13.4.3 by injunction. Contractor may, at its own expense, make and maintain copies of the Records for its files for the period up to three (3) years following Expiration or Termination of the Agreement, subject to Contractor's obligation to maintain the confidentiality of all Nonpublic Information in such materials in accordance with Federal and state law, as well as federal and Association regulations. In all events, Contractor shall at the end of the three (3) year period following Expiration or Termination of the Agreement deliver the Records to the Association or Association's authorized agent at Contractor's sole expense, unless it has previously done so at the Association's request. Contractor expressly waives all right to any statutory or possessory lien on the Records. Contractor may request the Association to return to Contractor copies of any Records that have been previously delivered to the Association under this section and have not been destroyed, for a limited period of time, as necessary for Contractor to satisfy state law audit and other governmental requirements. Contractor's request shall identify the Records and the governmental requirement for which the Records are sought.

**13.4.4 Duty of Cooperation.** Upon the Expiration or Termination of the Agreement, Contractor will cooperate with the Association to effect an efficient, smooth, and timely transition of responsibility with respect to the Programs.

**13.5 Effect of Termination.** Upon the termination of the Agreement for any reason, the Association's appointment of Contractor shall terminate, but the Termination of the Agreement shall not affect any right, obligation or liability that has accrued under the Agreement.

**13.6 Further Assurances.** Contractor shall cooperate with the Association after Termination of the Agreement to execute and deliver such documents as the Association may request to carry out the terms and provisions of the Agreement, provided that such documents shall not increase the Contractor's liabilities or diminish the Contractor's rights under the Agreement.

## **ARTICLE 14 – MISCELLANEOUS PROVISIONS**

**14.1 Assignment; Binding Effect.** Contractor may not assign or transfer the Agreement or any rights or benefits under the Agreement to any person or entity without the prior written approval of the Association, which approval may be withheld or conditioned as the Association may determine. Any assignment made without receiving prior written approval of the Association shall be void. All of the covenants, conditions and obligations contained in the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Association and Contractor.

**14.2 Public Law 103-227, Part C.** Also known as the Pro-Children Act of 1994, Public Law 103-227 requires that smoking not be permitted in any portion of an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Contractor expressly agrees that it will comply with Public Law 103-227, Part C, and further understands that its failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

**14.2 Notices.** All notices, requests, demands and other communications which are required or permitted to be given under the Agreement shall, unless otherwise specified herein, be in writing and sent by hand delivery, overnight courier, registered or certified mail, return receipt requested, postage prepaid or facsimile (with the original sent within twenty-four (24) hours of such facsimile by hand delivery, overnight courier or by registered or certified mail, return receipt requested and postage prepaid):

**14.2.1 If to Association, to:**

Executive Director  
Louisiana Association of Community Action Partnerships, Inc  
2576 Toulon Drive, Suite 6  
Baton Rouge, LA 70816  
Phone: 225-298-3323  
Fax: 225-298-3325

**14.2.2 If to Contractor to:**

**Pearlie Elloie, Executive Director**  
**Total Community Action, Inc.**  
**1420 S. Jefferson Davis Parkway**  
**New Orleans, LA 70125**  
**Phone: 504-218-5505**  
**Fax: 504-872-0339**

All such notices, requests, demands and other communications shall be effective upon the actual delivery thereof to the address identified pursuant to this Section (or the refusal thereof by the addressee at the address identified pursuant to this Section). Either party may change its address for purposes of this Section by sending to the other party to the Agreement written notice of the new address in the manner specified in this Section. Each party shall be responsible for notifying the other of any change of address.

**14.3 Nondiscrimination.** Contractor agrees that during the performance of the Agreement:

**14.3.1** Contractor shall not violate Federal or state laws that prohibit discrimination against any employee or applicant for employment because of race, color, religion, sex, age, mental or physical disability or national origin.

**14.3.2** Contractor shall take affirmative action to comply with all Federal and state laws to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, mental or physical disability or national origin. Such action shall include, but not be limited to: (i) employment; (ii) upgrading; (iii) demotion; (iv) transfer; (v) recruitment or recruitment advertising; (vi) layoff or Terminations; (vii) rates of pay or other forms of compensation; and (viii) selection for training, including apprenticeship.

**14.3.3** Contractor shall include the terms and conditions of Sections 14.3.1 and 14.3.2 in every Subcontract so that these terms and conditions will be binding upon each Subcontractor.

**14.4 Severability.** If any provision of the Agreement shall be determined to be invalid or unenforceable, the remaining provisions of the Agreement shall not be affected thereby, and every

provision of the Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

**14.5 Headings.** The headings appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any article or Section of the Agreement.

**14.6 Survival.** The provisions contained in the Agreement, including but not limited to the express obligations contained in the Articles, which, by their terms, require their performance after the Expiration or Termination of the Agreement, shall be enforceable notwithstanding the Expiration or other Termination of the Agreement.

**14.7 Waiver.** Neither party's waiver of the other's breach of any term, covenant or condition contained in the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in the Agreement.

**14.8 Association's and Contractor's Remedies Not Exclusive.** The rights and remedies of the Association and the Contractor provided in the Agreement are cumulative and not exclusive and are in addition to any other legal and administrative rights and remedies now or hereafter provided by law.

**14.9 Notice of Claims under the Agreement.** Association and Contractor each agree that it will provide the other with written notice of any claim for legal relief or equitable relief it may have against the other arising under or in connection with the Agreement, that it will refrain from filing suit with respect to any such dispute for a period of sixty (60) days following the other's receipt of such notice and that it will promptly meet with the other after providing such notice in a good faith effort to resolve the dispute.

**14.10 Counterparts.** The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**14.11 Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

**14.12 Communications with the Media.** Neither Contractor nor its employees shall communicate with, or provide information to, members of the press or other media regarding its agreement with, or work for, the Association without the Association's prior approval, which will not be unreasonably withheld. Association and the Contractor will establish procedures to expedite compliance with this Section 14.12. Nothing here shall preclude a Contractor from attending and participating in a public meeting that is also being attended and/or reported on by members of the press or other media. In the event that Contractor is approved to communicate or provided information to members of the press or other media, Contractor shall do so in compliance with Section 508 of Public Law 103-333.

**14.13 Public Law 103-333, Section 508.** Section 508 of Public Law of 103-333 provides in pertinent part that statements, press releases, requests for proposals, bid solicitation and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. Contractor expressly agrees that it will comply with Public Law 103-333, Section 508.

**14.14 Force Majeure.** Association and Contractor shall be excused for the period of any delay in the performance of any obligations under the Agreement when prevented from performing such obligations by cause or causes beyond their reasonable control, including, without limitation, civil commotion, war, invasion, rebellion, hostilities, military or usurped power, sabotage, pestilence, riots, fire or other casualty or acts of God.

**14.15 Multiple Contracts or Engagements.** If, at any time during the Term of the Agreement, the Contractor is performing services for the Association pursuant to another contract or agreement, the Contractor shall separately maintain Records and Operating Accounts for each such agreement and shall otherwise segregate matters pertaining to its performance under each such agreement.

**14.16 Third Party Beneficiaries.** Contractor and Association agree that there are no parties which are third party beneficiaries to the Agreement.

**14.17 Joint and Several Liability.** If Contractor is organized as a joint venture, the liability of the joint venturers in connection with all duties, obligations and liabilities under the Agreement shall be joint and several.

**14.18 Entire Agreement; Modification.** The Agreement, Exhibits and Attachments hereto, which are hereby incorporated by reference, constitute the entire agreement between the parties. If there is any inconsistency between the terms of the Agreement and any attachments or exhibits hereto, the terms of the Agreement shall govern. There are no promises or other agreements, oral or written, express or implied, between them other than as set forth in the Agreement. No change or modification of, or waiver under, the Agreement shall be valid unless it is in writing and signed by a duly authorized representative of the party against which it is to be enforced.



**Statement of Work  
For the Contractors of the  
Weatherization Assistance Program (WAP)**

**Total Community Action, Inc.**

**Background**

This Statement of Work facilitates the expenditures of the Department of Energy, Weatherization Assistance Program (WAP) funds for low-income persons as they have been made available under 10 CFR Part 440. Funds must be expended and all services shall be performed in accordance with the requirements of 10 CFR Part 600, the Weatherization Assistance State Plan in effect during the period of this agreement and with the policies and procedures of the Louisiana Association of Community Action Partnerships (LACAP).

**Program Description**

The objectives of WAP are to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential energy expenditures, and improve the health and safety, especially of low-income persons who are particularly vulnerable such as elderly, the handicapped, and children.

Through WAP, trained crews install weatherization measures on eligible dwellings. Typical measures may include installing insulation, sealing ducts, tuning and repairing heating and cooling systems, mitigating air infiltration, and reducing electric base load consumption. Weatherization crews also eliminate immediate and/or obvious health and safety hazards before, or arise because of, the installation of weatherization materials.

**Description of Services**

The following services shall be provided under this Program of the Agreement: conducting outreach activities, intake of applications, determining household and unit eligibility, installing the most cost effective weatherization materials as determined by priority lists, providing energy conservation education, and adhering to reporting requirements.

Contractor shall install materials in compliance with manufacturer specifications and warranties. Contractor shall warrant all workmanship relative to this Program Schedule for a period of one year from the date of service. (The "date of service" shall be the date the work was completed.)

Contractor shall perform all work relative to this Program Schedule by **March 12, 2012.**

### **Terms of Payment**

Contractor must actually expend or obligate money before requesting reimbursement. Requests for reimbursement shall be submitted monthly and shall be received in the LACAP, Energy Department, on or before the 10<sup>th</sup> day of the month following the month the services are delivered and expenditures are incurred. Failure to fully complete the required documents, including statistical data, may result in the form being returned without payment or being held until such time as the correct information is received by LACAP. Payment will be made only upon approval of the LACAP Administration.

**Advances on ARRA Contracts** – Contractors may, prior to the inception of the program, request an advance on the ARRA Weatherization Assistance Program contract and are encouraged to do so. Contract advances are available for Department of Energy Contract Allocations only. In no instance may advanced funds be used for any other program, and in no instance shall such a request made at the inception of the program be for an amount in excess of twenty five (25%) percent designated for such contractor in accordance with the allocation of units for weatherization assistance. Subsequent requests for advances of funds should only be for reimbursements of actual expenses.

In the event that LACAP determines that a disallowed payment has been made to the Contractor, the Contractor shall reimburse the LACAP in the amount of the disallowed payment, or the LACAP shall have the right to offset and withhold said amounts from any amount due the Contractor under the Program Schedule for costs that have been deemed allowable in consideration of the responsibility of LACAP to report, account for, and return under appropriate circumstances, such reimbursed payments to the LHFA.

### **Performance Standards**

LACAP has developed performance standards for contractors administering the ARRA WAP. Contractors are required to be in compliance with the standards throughout the ARRA program period from effective date through March 12, 2012. LACAP's Energy Department staff is available to work with Contractors throughout the program year to assist in meeting the standards. Contractors will be evaluated on compliance during annual monitoring visits by LACAP.

- A. **Risk Analysis:** To ensure a more effective and efficient administration of the WAP, LACAP will institute its own version of a "Risk Analysis," as part of the monitoring process. The Risk Analysis may include a review of: service delivery (projections vs. actual); expenditure level; single audit findings; questionable costs (fraudulent); disallowed costs; and management review ratings. A work plan with timelines will be developed to improve performance weaknesses of Contractors.

- B. Active Energy Conservation Education.** Contractors shall require applicants to receive active, participatory energy conservation education, such as viewing a presentation or video, prior to receiving weatherization assistance. The education component of WAP provides an opportunity to promote the most efficient use of energy. The practice of simply handing out a pamphlet or brochure does not fulfill the energy conservation education requirement.
- C. Electronic Storage of Applicant Data.** Contractors shall store applicant data electronically. At a minimum, stored applicant data shall provide for a means of ensuring that a dwelling unit is not weatherized more than once unless eligible for re-weatherization. The database shall allow for tracking by dwelling address, applicant name, and social security number.
- D. Minimum Computer Requirements.** The following table lists the minimum requirements that contractors shall have in order to successfully submit payment requests electronically to LACAP. LACAP is currently developing a system whereby contractors can submit requests for payment electronically.

Computer Operating System	Windows 2000 OR Windows XP
Computer Resources	
Processor Speed	1.5ghz or faster
Memory Speed	256mb of RAM
Hard Drive	20 GB
Internet Connection Method	DSL OR Cable Modem
Internet Browser Version	Internet Explorer 6
Software	Word 2000; Excel 2000; Outlook 2000; MS Outlook for e-mail or compatible
Hardware	Laser Printer
Staff	One year experience or training in using computer to create documents and spreadsheets

### **Performance Measures**

To receive consideration for continued program participation in subsequent program years, the Contractor, at a minimum, must:

- By the conclusion of the program year, maintain an average cost per dwelling unit for the Program Operations cost category (DOE funds only) at \$6,500 relative to this Program Schedule.
- Meet production specified in the attached PPE by March 12, 2012 or at any time during the fiscal period. If at any time during the program LACAP determines that the citizens

- of the applicable parishes are not being served adequately, this contract may be reduced, suspended or terminated.
- Fully utilize funding available for Admin., Liability Insurance, and Financial Audit.
  - Fully utilize funding available for Health & Safety.

LACAP may review each Contractor's weatherization completions and expenditures for which funding is provided to the Subgrantee under the contractual agreement. If Contractor's expenditures for production and/or unit production levels fall substantially below the anticipated production or the schedule of production contained in the Subgrantee contract or proposal, and if Subgrantee has not addressed the shortfalls with LACAP and developed a plan to bring its performance up to standard, LACAP may decrease Contractor's funds and reallocate its funding.

If, after a review of Contractor's performance, LACAP finds that a particular Subgrantee has exceeded its performance estimates, and if LACAP has sufficient funding available to reimburse for additional work, LACAP may offer reallocated funding or performance-related units to Subgrantee.

All reallocations must be accomplished in accordance with the modification provisions and using the approved Budget Revision form.

Failure to meet or exceed any or all of these Performance Measures may result in suspension or termination of the contract. LACAP will monitor these measures throughout the program year. All financial and administrative records concerning the WAP are subject to review by LACAP staff.

## **EXPLANATION AND EXPECTATION OF STANDARDS**

Contractor shall provide management and service delivery on behalf of the LACAP, ensuring production performance, in keeping with the approved state plan. The Contractor shall be expected to generally administer the Louisiana WAP Max Program on behalf of and through a partnership with the LHFA. This Article 4, "Statement of Work" highlights the expectations that LHFA can performance expectations that the Contractor shall be measured with to determine compliance with its.

### **Expectations of the Contractor**

#### **Monthly Cost Reports**

1. ***Expectation:*** By the 7th day of the subsequent month, Contractor shall submit the monthly WAP Request for Payment Submission and an electronic copy of the data file that backs up the WAP Request for Payment Submission. Contractor shall have completed its due diligence

regarding verifying the proper expenditure of funds by Contractor and each subcontractor before its submission to LACAP.

**Objective:** Ensure the proper expenditure of funds

**Measure/Deliverable:** Monthly WAP Request for Payment Submission, including electronic backup file

Contractor shall ensure that each subcontractor understands and abides by the expenditure requirements of the applicable rules, regulations and guidance that may be in effect, and in keeping with this Agreement. Contractor shall provide technical assistance, training and support as reasonably necessary to ensure the compliance of each subgrantee. Should Contractor or any subcontractor be reimbursed or otherwise compensated for any ineligible activity, Contractor or subcontractor shall reimburse the LFHA an amount equal to the payment made for the ineligible activity.

### **Monthly Desk Reviews**

2. **Expectation:** Contractor shall assist LHFA to conduct monthly desk reviews of the contractor using information in the HES database and reports, as requested by Contractor, of subcontractors. Protocol for monitoring must be agreed upon by LHFA and LACAP.  
**Objective:** Ensure the production of Weatherization services under the WAP MAX program  
**Measure/Deliverable:** Information in the HES database and monthly "Production Performance Measures" management report.

### **One-Month Failure to Produce**

3. **Expectation:** Contractor shall provide oversight, advice and support to each subcontractor, trouble-shooting as reasonably necessary to encourage the success of each subcontractor to meet its production performance measures. Toward this end, each month, Contractor shall document that it contacted each subcontractor that failed to meet its established production performance measure the preceding month, the subcontractor's stated reason for the failure, and the corrective action to be taken by the subcontractor to ensure program performance. As a result, a monthly report shall be submitted to LACAP regarding the performance of subcontractors the preceding month.

The management report shall include five (5) points of information regarding each subgrantee that failed to meet the production performance measures for the immediately preceding month:

- a. Evidence that a desk review and/or other scheduled monitoring activity was completed;
- b. Provide date and method by which contact was made with the subcontractor to discuss its failure to meet its performance production expectations;

- c. The stated reason for the failure of subcontractor to meet its performance production expectations;
- d. The corrective action that the subcontractor will take to ensure its success for the following months; and
- e. Any observation, concerns or recommendations that Contractor may have regarding the subcontractor work that Contractor believes to be an important consideration toward the overall production goals.

The corrective action shall become a part of the subcontractor's monitoring until production performance reaches monthly subgrantee performance production expectations, in addition to making up units from prior months' underperformance.

**Objective:** Ensure the production of Weatherization services under the WAP MAX program  
**Measure/Deliverable:** Information in the HES database and submitted 5-point monthly "Production Performance Measures" management report to LHFA

#### Two Month Failure to Produce

4. **Expectation:** Contractor shall provide management and oversight ensuring the proper management of the WAP MAX program and success of statewide production performance, in keeping with the approved state plan. Contractor shall 1) notify subcontractor in writing of its production failure, 2) require a written plan of corrective action and 3) make an on-site visit to any subcontractor that fails to meet its performance expectations two months in a row at any time during the duration of this Agreement.

The Contractor's written notification to the subcontractor shall include that 1) the subcontractor failed to meet its performance production expectation, 2) that if it fails to meet the standards including making up the difference within two months' time, the subcontractor's allocations may be reduced and awarded to another subgrantee. 3) The notification shall also require the subcontractor's submission of a written corrective action plan within 10 days of subcontractor's receipt of the letter.

The on-site "Corrective Action Site Visit" shall be completed by Contractor within the month following the second month of missed performance expectations. At the site visit, Contractor shall ensure that the subcontractor understands its failure to meet the performance expectations, shall provide technical assistance, training and support as reasonably necessary to encourage the success of each subgrantee to meet its production performance expectations.

The corrective action shall be incorporated as part of an additional monitoring plan for the subcontractor until such time as production performance becomes acceptable, on par with the totality of the monthly targets of its performance production expectations.

**Objective:** Ensure the production of Weatherization services under the WAP MAX program

**Measure/Deliverable:** Information in the HES database, monthly Production Performance Measures management report(s), copy of written notify to subgrantee of its failure to meet its performance expectations, and a "Corrective Action Site Visit Report"

**Four Month Failure to Produce or Failure to Perform at 90 percent by month 5 and by month 9**

5. **Expectation:** Contractor shall provide management and oversight ensuring the proper management of the WAP MAX program and success of statewide production performance, in keeping with the approved state plan. Toward this end, Contractor shall submit a Draft Plan to Redistribute Units of any subcontractors that have not met the performance expectations four (4) months in a row, or who have not met their cumulative production performance expectations by month 5 or month 9 of their contract.

The Draft Plan to Redistribute the Units shall allow the current subcontractor to keep a reasonable amount of units it has proved itself to efficiently weatherize on a monthly basis, but shall also address the expedient manner that the units in excess of the current subcontractor's ability to efficiently weatherize will be re-allocated, in keeping with 10 CFR 440, WPN 09-1B and other applicable rules, regulations and guidance that may be in effect, and in keeping with this Agreement.

The Draft Plan to Redistribute the Units shall be due the month following any subcontractor's failure to meet the performance expectations four (4) months in a row, or failure to have met their cumulative performance goals by 90 percent by month 5 or month 9 of the Production Performance Expectations. (A 90 percent success rate in any one month is still a failure to meet the monthly production goal and invokes the preceding paragraphs, as applicable above.)

**Objective:** Ensure the production of Weatherization services under the WAP MAX program

**Measure/Deliverable:** Information in the HES database, monthly Production Performance Measures report, Draft Plan to Redistribute Units

**Acceptance:**

By signing below, Contractor (subgrantee) accepts this contract with Louisiana Association of Community Action Partnerships, and agrees to administer the PY2009 ARRA WAP as per the Contract, the WAP monitoring policy and other policies and procedures of the Louisiana Association of Community Action Partnerships, as amended from time to time.

**IN WITNESS WHEREOF**, each party has caused this instrument to be signed on its behalf by its duly authorized agent.

**CONTRACTOR:**

Total Community Action, Inc.



Signature of Duly Authorized Representative

Pearlie H. Elloie

Print Name of Signatory

Acting Executive Director

Print Title

**ASSOCIATION:**

Louisiana Association of Community Action Partnerships Inc.



Jane Killen, Executive Director





ARRA Production Schedule

AGENCY MONTHLY PRODUCTION GOALS  
September, 2009 thru March, 2012

Total Community Action Agency, Inc.

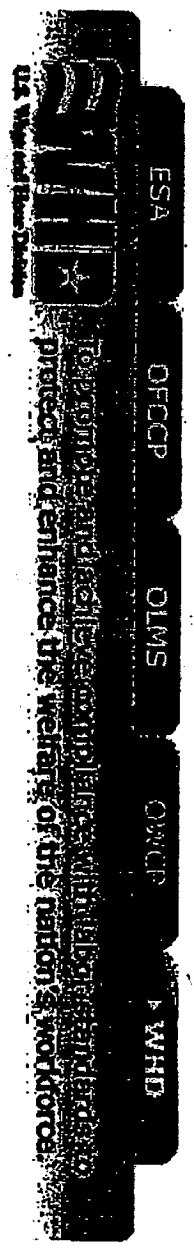
	Sept 2009 - Sept 2010	Oct 2010-Sept 2011	Oct 2011 -Mar 2012			
	0					
	6	24	24	24		
	8	24	24	24		
	10	24	24	24		
	16	24	24	18		
	16	24	24	15		
	16	24	24	0		
	16	24	24			
	16	24	24			
	16	18	18			
	16	18	18			
	16	24	24			
	16	18	18			
	16	24	24			
Yearly Goal	168	276	105	549		BUDGET TOTAL

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## Wage and Hour Division (WHD)



### Louisiana Residential Weatherization Wage Determination

This project wage determination is issued in response to a request from the Department of Energy (DOE) for prevailing wage rates specific to weatherization of residential structures as those structures are defined in the All Agency Memorandum 130 and 131. This wage determination has application only to weatherization construction projects on existing residential structures as described in the SF 308 submitted by DOE. The primary purpose of the project for which this wage determination is being issued is weatherization and is not for the renovation, repair, or new construction of residential structures. All other types of residential construction projects are subject to the published general residential wage determinations for the State of Louisiana found on [www.wdol.gov](http://www.wdol.gov).

Weatherization work for purposes of this wage determination is defined as minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors. In Louisiana, the Department's recent survey determined as a matter of prevailing practice that these duties are performed by a weatherization worker classification. The survey also found specially weatherization work performed on weatherization construction projects. Specially weatherization work is the (1) replacement of doors and windows; (2) installation, replacement, and repair of or installation of any portion of the furnace/cooling (HVAC) systems. No data was submitted on the repair, replacement or installation of any portion of the furnace/cooling (HVAC) systems; therefore, no classification and rate for an HVAC mechanic who performs the full range of HVAC duties to include repair, replacement or installation of HVAC systems can not be established based on survey data. A classification for the installation of doors and windows is listed on this project wage determination.

Wage payment data submitted for the State of Louisiana included wage data information for a weatherization crew chief classification. This classification of worker is essentially a working foreman who performs the same tasks as the weatherization worker, but who is responsible for supervision, job oversight, forms completion, work assignments, and quality assurance. The additional duties are not "laborer or mechanic" work as defined by the Davis-Bacon and related Acts regulations, but are more supervisory in nature. The Department issues various classifications of workers when the duties are defined and distinct from all other classifications of workers on the wage determination. The "laborer or mechanic" duties of the crew chief are not sufficiently distinct to warrant the issuance of a separate classification on the wage determination.

Moreover, the Department does not issue separate wage determinations based on a worker's skill, experience or individual training. Therefore, the weatherization crew chief is not listed as a separate classification of worker. The weatherization crew chief must be classified as a weatherization worker and paid at least the applicable wage determination rate of the weatherization worker when performing weatherization work. There is no restriction however to paying the weatherization crew chief more than the weatherization worker wage rate listed on the wage determination.

STATE: Louisiana                      COUNTIES: See below

Decision #: 2009-LA-001

**DESCRIPTION OF WORK:** Weatherization construction on existing residential structures to include minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors. This also includes (1) the replacement of doors and windows and the repair; (2) installation, replacement, and repair of or installation of any portion of the furnace/cooling (HVAC) systems. No data was submitted on the repair, replacement or installation of any portion of the furnace/cooling (HVAC) systems; therefore, no classification and rate for an HVAC mechanic who performs the full range of HVAC duties to include repair, replacement or installation of HVAC systems can not be established based on survey data. A classification for the installation of doors and windows is listed on this project wage determination.

The following is a key to the county chart below. The first figure in each classification column is the hourly rate and the rate following the "+" is the fringe benefit rate. A blank in the classification column signifies that there is no or insufficient data from either source and therefore no applicable rate.

Any unlisted classifications needed for work not included within the scope of the classifications listed below may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

Weatherization Survey				Existing Residential Wage Determinations ( <a href="http://www.wdol.gov">www.wdol.gov</a> )		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Installation Worker	Carpenter	Electrician	Plumber
Acadia	10.68+1.36	10.68+1.36		\$11.78	\$23.50+9.00	\$22.50+11.09
Allen	12.25	12.25		\$12.97	\$12.50	\$11.77
Ascension	10.03	12.03		\$11.78	\$17.00+7.22	\$24.44+7.89

Assumption	10.68+1.36			\$12.97	\$12.50	\$11.77
		10.68+1.36				
Avoyelles	8.50			\$12.97	\$12.50	\$11.77
		10.50+1.90 Carpenter				
Beuregard	7.55+.23			\$12.97	\$12.50	\$11.77
		9.00+.35				

Weatherization Survey				Existing Residential Wage Determinations ( <a href="http://www.wdol.gov">www.wdol.gov</a> )		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Installation Worker	Carpenter	Electrician	Plumber
Blenville	10.00+4.84	10.00+4.84		\$12.97	\$12.50	\$11.77
Bossier	10.00+4.84	10.00+4.84		\$11.78	\$23.95+8.61	\$23.60+9.34
Caddo	15.00	30.00 Carpenter		\$11.78	\$23.95+8.61	\$23.60+9.34
Calcasieu	7.55+.23	9.00+.35		\$11.78	\$23.50+9.00	\$22.50+11.09
Caldwell	8.65+.57	10.00+4.84		\$12.97	\$12.50	\$11.77
Cameron	7.55+.23	9.00+.35		\$12.97	\$12.50	\$11.77
Catahoula	8.65+.57	8.65+.57		\$12.97	\$12.50	\$11.77
Claiborne	10.00+4.84	10.00+4.84		\$12.97	\$12.50	\$11.77
Concordia	8.65 + .57	8.65 + .57		\$12.97	\$12.50	\$11.77
De Soto	10.00+4.84	10.00+4.84		\$12.97	\$12.50	\$11.77

East Baton Rouge	12.03	12.03		\$11.78	\$17.00+7.22	\$24.44+7.89
East Carroll	8.65+.57	8.65+.57		\$12.97	\$12.50	\$11.77
East Feliciana	12.03	12.03		\$12.97	\$12.50	\$11.77
Evangeline	8.50	10.50+1.90 Carpenter		\$12.97	\$12.50	\$11.77
Franklin	8.65+.57	8.65+.57		\$12.97	\$12.50	\$11.77
Grant	8.65+.57	8.65+.57		\$12.97	\$12.50	\$11.77
Iberia	10.68+1.36	10.68+1.36		\$12.97	\$12.50	\$11.77
<b>Weatherization Survey</b>				<b>Existing Residential Wage Determinations (<a href="http://www.wdol.gov">www.wdol.gov</a>)</b>		
<b>Counties</b>	<b>Weatherization Worker</b>	<b>Doors &amp; Windows Replacement Worker</b>	<b>HVAC, Furnace, Heating &amp; Cooling Installation Worker</b>	<b>Carpenter</b>	<b>Electrician</b>	<b>Plumber</b>
Iberville	12.03	12.03		\$12.97	\$12.50	\$11.77
Jackson	8.65+.57	8.65+.57		\$12.97	\$12.50	\$11.77
Jefferson	15.00	15.00		\$11.78	\$25.33+8.33	\$25.77+8.68
Jefferson-Davis	10.68+1.36	10.68+1.36		\$12.97	\$12.50	\$11.77

La Salle	8.65+.57	8.65+.57		\$12.97	\$12.50	\$11.77
Lafayette	10.68+1.36	10.68+1.36		\$11.78	\$23.50+9.00	\$22.50+11.09
Lafourche	15.00	15.00		\$11.78	\$25.33+8.33	\$25.77+8.68
Lincoln	15.00	30.00 Carpenter		\$12.97	\$12.50	\$11.77
Livingston	12.03	12.03		\$11.78	\$17.00+7.22	\$24.44+7.89
Madison	8.65+.57	8.65+.57		\$12.97	\$12.50	\$11.77
Morehouse	10.00+4.84	10.00+4.84		\$12.97	\$12.50	\$11.77
Nachitoches	10.00+4.84	10.00+4.84		\$12.97	\$12.50	\$11.77
Orleans	15.00	15.00		\$11.78	\$25.33+8.33	\$25.77+8.68
Ouachita	8.65+.57	8.65+.57		\$11.78	\$13.25+7.99	\$21.65+6.90
Plaquemines	15.00	15.00		\$11.78	\$25.33+8.33	\$25.77+8.68
Pointe Coupee	8.50	10.50+1.90 Carpenter		\$12.97	\$12.50	\$11.77
Rapides	15.00	30.00 Carpenter		\$11.78	\$21.60+5.62	\$22.90+6.60



Weatherization Survey				Existing Residential Wage Determinations (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Installation Worker	Carpenter	Electrician	Plumber
Red River	10.00+4.84	10.00+4.84		\$12.97	\$12.50	\$11.77
Richland	8.65+.57	8.65+.57		\$12.97	\$12.50	\$11.77
Sabine	10.00+4.84			\$12.97	\$12.50	\$11.77
St Bernard	15.00	15.00		\$11.78	\$25.33+8.33	\$25.77+8.68
St Charles	15.00	15.00		\$11.78	\$25.33+8.33	\$25.77+8.68
St Helena	12.03	12.03		\$12.97	\$12.50	\$11.77
St James	13.00	18.00 Carpenter		\$11.78	\$25.33+8.33	\$25.77+8.68* \$24.44+7.89** *Southeastern Portion **Northwestern Portion
St John the Baptist	15.00	15.00		\$11.78	\$25.33+8.33	\$25.77+8.68
St Landry	10.00	13.00 Carpenter		\$11.78	\$17.00+7.22	\$22.50+11.09
				\$11.78	\$25.33+8.33*	\$22.50+11.09*

					\$23.50+9.00**	*Western Portion
					*Southern Portion, **Northern Portion	
St Martin	10.68+1.36	10.68+1.36				
St Mary	10.68+1.36	10.68+1.36		\$12.97	\$12.50	\$11.77
St Tammany	13.29+5.63 Carpenter	13.29+5.63 Carpenter		\$11.78	\$21.50+6.26	\$25.77+8.68
Tangipahoa	12.03	12.03		\$12.97	\$12.50	\$11.77
<b>Weatherization Survey</b>				<b>Existing Residential Wage Determinations (www.wdol.gov)</b>		
<b>Counties</b>	<b>Weatherization Worker</b>	<b>Doors &amp; Windows Replacement Worker</b>	<b>HVAC, Furnace, Heating &amp; Cooling Installation Worker</b>	<b>Carpenter</b>	<b>Electrician</b>	<b>Plumber</b>
Tensas	8.65+.57	8.65+.57		\$12.97	\$12.50	\$11.77
Terrebonne	15.00	15.00		\$11.78	\$25.33+8.33	\$25.77+8.68
Union	10.00+4.84	10.00+4.84		\$12.97	\$12.50	\$11.77
Vermillion	10.68+1.36	10.68+1.36		\$12.97	\$12.50	\$11.77
Vernon	7.55+23	7.55+23		\$12.97	\$12.50	\$11.77

Washington	10.68+1.36	10.68+1.36		\$12.97	\$12.50	\$11.77
Webster	10.00+4.84	10.00+4.84		\$11.78	\$23.95+8.61	\$23.60+9.34
West Baton Rouge	12.03	12.03		\$11.78	\$17.00+7.22	\$24.44+7.89
West Carroll	8.65+.57	8.65+.57		\$12.97	\$12.50	\$11.77
West Feliciana	12.03	12.03		\$12.97	\$12.50	\$11.77
Winn	8.65+.57	8.65+.57		\$12.97	\$12.50	\$11.77

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**Weatherization Survey**

<b>Counties</b>	<b>Weatherization Worker</b>	<b>Doors &amp; Windows Replacement Worker</b>	<b>HVAC Furnace &amp; Heating Colling Installation Worker</b>
<b>Desoto Parish Police Jury/OCS (continued)</b>			
Union	10.00 +4.84	10.00 +4.84	To be determined
Webster	10.00 +4.84	10.00 +4.84	To be determined
<b>East Baton Rouge Parish Office of Social Services</b>			
East Baton Rouge	12.03	12.03	To be determined
<b>Jefferson Cap</b>			
Jefferson	15.00	15.00	To be determined
<b>Lafourche Parish Council/Office of Community Action</b>			
Lafourche	15.00	15.00	To be determined
<b>La Salle Community Action</b>			
Caldwell	8.65 + .57	10.00 +4.84	To be determined
Catahoula	8.65 + .57	8.65 + .57	To be determined
Concordia	8.65 + .57	8.65 + .57	To be determined
Franklin	8.65 + .57	8.65 + .57	To be determined
LaSalle	8.65 + .57	8.65 + .57	To be determined

**Weatherization Survey**

<b>Counties</b>	<b>Weatherization Worker</b>	<b>Doors &amp; Windows Replacement Worker</b>	<b>HVAC Furnace &amp; Heating Colling Installation Worker</b>
<b>LaSalle Community Action (continued)</b>			
Madison	8.65 + .57	8.65 + .57	To be determined
Ouachita	8.65 + .57	8.65 + .57	To be determined
Richland	8.65 + .57	8.65 + .57	To be determined
Tensas	8.65 + .57	8.65 + .57	To be determined
Winn	8.65 + .57	8.65 + .57	To be determined
Grant	8.65 + .57	8.65 + .57	To be determined
Jackson	8.65 + .57	8.65 + .57	To be determined
West Carroll	8.65 + .57	8.65 + .57	To be determined
East Carroll	8.65 + .57	8.65 + .57	To be determined
<b>Quad Area Community Action</b>			
Ascension	10.03	12.03	To be determined
East Feliciana	12.03	12.03	To be determined
Livingston	12.03	12.03	To be determined
St. Helena	12.03	12.03	To be determined
Tangipahoa	12.03	12.03	To be determined
West Feliciana	12.03	12.03	To be determined
Washington	10.68 +1.36	10.68 +1.36	To be determined
Iberville	12.03	12.03	To be determined
West Baton Rouge	12.03	12.03	To be determined

**Weatherization Survey**

Countries	Weatherization Worker	Doors & Windows Replacement Worker	HVAC Furnace & Heating Colling Installation Worker
<b>St. John The Baptist, Dept. Of Health &amp; Human Resources</b>  Assumption St. Charles St. James St. John	  10.68 +1.36 15.00 13.00 15.00	  10.68 +1.36 15.00 18.00 Carpenter 15.00	  To be determined To be determined To be determined To be determined
<b>St. Landry Parish Community Action</b>  St. Landry Parish	  10.00	  13.00 Carpenter	  To be determined
<b>Smile</b>  Acadia Iberia Lafayette St. Martin Jeff. Davis	    10.68 +1.36	    10.68 +1.36	    To be determined
<b>St. Mary Community Action Agency</b> St. Mary Vermillion	  10.68 +1.36	  10.68 +1.36	  To be determined

**Weatherization Survey**

<b>Counties</b>	<b>Weatherization Worker</b>	<b>Doors &amp; Windows Replacement Worker</b>	<b>HVAC Furnace &amp; Heating Colling Installation Worker</b>
<b>St. Tammany</b>			
St. Tammany	13.29 + 5.63 Carpenter	13.29 + 5.63 Carpenter	To be determined
St. Bernard	15.00	15.00	To be determined
Plaquemines	15.00	15.00	To be determined
<b>Terrebonne Parish Consolidated Government</b>			
Terrebonne	15.00	15.00	To be determined
<b>Total Community Action</b>			
Orleans	15.00	15.00	To be determined
<b>Vernon Community Action</b>			
Vernon	7.55 +.23	7.55 + .23	To be determined
Beauregard	7.55 +.23	9.00 + .35	To be determined
Calcasieu	7.55 +.23	9.00 + .35	To be determined
Cameron	7.55 +.23	9.00 + .35	To be determined