

LOUISIANA HOUSING CORPORATION
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) AGREEMENT
with
ST. TAMMANY PARISH CAA

THIS AGREEMENT (the “Agreement”) is entered into between the LOUISIANA HOUSING CORPORATION (the “Corporation” or “LHC”), a public body corporate and politic constituting an instrumentality of the State of Louisiana, with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808, and the St. Tammany Parish CAA (“Contractor”) with its principal place of business at P. O. Box 1609, Slidell, LA 70458.

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

I. CONTRACTOR’S SCOPE OF WORK AND OBLIGATIONS

A. Scope of Work

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

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

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

II. BUDGET DETAIL AND PAYMENT PROVISIONS

A. LHC Budget Contingency

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

B. Federal Budget Contingency

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

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

D. **Allowable Costs**

1. *Administrative Costs*

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

2. *Program Support Costs*

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

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

3. Assurance 16 Costs

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

E. Reimbursement Guidelines

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

F. Reporting Requirements

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

- c. All adjustments, if any, must be reported through HES under the report period in which the expenditures occurred.
 - d. Weekly reports for client services should be submitted to LHC by Tuesday of the subsequent week, irrespective of the level of activity or amount of the expenditures in the preceding period.
 - e. Monthly reimbursement requests for administrative, program support, and Assurance 16 expenditures should be submitted to LHC by the seventh (7th) day of the subsequent month (or next business day following the 7th day) for the previous month.
 - f. LHC shall disburse administrative, program support, and Assurance 16 reimbursement requests to the statewide contractors within fifteen (15) business days after receipt of an accurate, signed report.
 - g. LHC will make payments directly to the vendors who have submitted the W-9 form and have a signed Vendor Agreement with LHC via electronic transfer or paper check, based on the process the vendor has elected. This shall be done within fifteen (15) business days after receipt of an accurate, signed report for client services from the Contractor.
 - h. LHC will make payment to the Contractor on behalf of the vendor for those who have not submitted the W-9 form and a signed Vendor Agreement to LHC within ten (10) business days after receipt of an accurate, signed report for client services from the Contractor. The Contractor will be responsible for paying the vendors directly.
3. *LHC Review.* LHC shall review annually the Contractor's reimbursement/activity reports and evaluate Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement. Such evaluation shall also be based upon timely receipt of the required reports and/or compliance with material requirements of this Agreement.
4. *Refunds.* Any refund checks collected shall be returned to LHC by the 10th day of the subsequent month. Contractor shall identify the customer's name, address, and benefit amount returned. Refund information shall be submitted on the Vendor Refund Report (attached to this Agreement as **Attachment B**).
5. *Close-out Report.* Contractor shall submit a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Agreement. Administrative costs, outreach, intake, and training and technical assistance shall not exceed the maximum allowable amounts. Administrative, program support, and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures. Any administrative, program support, and Assurance 16 costs that exceed these limits shall be disallowed and returned to LHC within thirty (30) calendar days after expiration of this Agreement. The final close-out report shall include the documents listed on the LIHEAP Closeout Checklist (attached to this Agreement as **Attachment C**), signed by the authorized representative of the Contractor. The Contractor's obligations to LHC under this Agreement shall not terminate

until all closeout requirements are completed to the satisfaction of LHC. Such requirements shall include without limitation, submitting final report to LHC and providing any closeout related information requested by LHC by the deadlines specified by LHC. This provision shall survive the expiration or termination of this Agreement.

III. ASSURANCE 16 ACTIVITY GUIDELINES

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

A. Client Education/Budget Counseling. Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved plan. Contractor shall include at least the following:

1. Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State.
2. Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
3. Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

B. Coordination. Contractor shall refer all potentially eligible applicants to the LIHEAP Weatherization Program or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

C. Assurance 16 Proposal

1. Contractor shall submit an annual Assurance 16 proposal to LHC with the signed contract. The Assurance 16 proposal is intended to systematize the gathering of planning information to assist LHC with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the LIHEAP and reflective of the needs of the local low-income population.
2. LHC will review the annual Assurance 16 proposal to ensure compliance with federal and state laws and departmental requirements. If the Assurance 16 proposal documents do not provide

reasonable demonstration that the Contractor's services and activities are in compliance with federal and state law governing the LIHEAP block grant, LHC will ask Contractor to supplement response or documents accordingly prior to execution of this Agreement.

3. LHC's approval of the Assurance 16 proposal documents submitted by Contractor shall not be construed as prior approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal requirements that the actual costs are allowable and allocable pursuant to all laws, regulations, and this Agreement.

IV. SPECIAL TERMS AND CONDITIONS

A. Conflict of Interest

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

- c. Consent to any further conditions if required by LHC. Failure to obtain prior written approval by LHC will result in costs being disallowed.

B. Codes of Conduct

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

C. Board Roster, Bylaws, Resolution, and Minutes

1. Upon execution of this Agreement, Contractor shall submit to LHC a current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws.
2. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
3. Where Contractor elects to delegate the signing authority to the chief executive officer, LHC will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to the LHC Energy Program. Either a specific or current general resolution must be on file with LHC prior to finally executing this Agreement.
4. Contractor shall submit to LHC the minutes from regularly scheduled meetings of the governing board no later than thirty (30) days after the minutes are approved from any meeting where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program.

D. **Auditing Standards.** Contractor must follow all audit requirements as set forth in this Agreement, including but not limited to the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (45 CFR Part 75 and 2 CFR 200.512).

E. **Audit Reports.**

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (45 CFR Part 75 and 2 CFR 200.512), standards promulgated by the American Institute of Certified Public Accountants ("AICPA"), and those standards included in "Government Accounting Standards, 2007 Revision, as amended."
2. If Contractor expends \$750,000 or more in federal funds annually, Contractor is required to obtain a single or program-specific audit. Contractor shall inform the Corporation within thirty (30) days after the end of Contractor's first fiscal year whether or not a single audit is to be performed. If a single audit is expected, then the Contractor shall send the Corporation a copy of the engagement letter. The audit shall be conducted in accordance with generally accepted auditing standards contained in the Governmental Auditing Standards-Standard for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the United States General Accounting Office, Single Audit Amendments of 1996 (Public Law 104-156), the provisions as specified in 2 CFR Part 200 Subpart F, Audit Requirements, 45 CFR Part 75 Subpart F, Audit Requirements, and any other applicable State and/or Federal regulations. All reports and engagement letters are to be forwarded to the Louisiana Housing Corporation.
3. If the cost of the audit is to be recovered through this Agreement, the audit engagement letter prepared by the Certified Public Accountant performing the audit shall include a budget showing the portion of cost allocated to each program/contract.
4. If Contractor expends less than \$750,000 per year in federal funds, Contractor shall follow the compliance/attestation guidance offered in the Louisiana Governmental Audit Guide (revised January 22, 2015) pertaining to quasi-public entities, as prepared by the Louisiana Society of Certified Public Accountants to complete the audit.
5. In accordance with 2 CFR 200.512 and 45 CFR Part 75.512, contractors must submit to LHC one copy of the required audit report(s), and any management letter if issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to LHC a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. LHC may grant an extension not to exceed thirty (30) calendar days from the original due date.

6. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures that presents, by budget

line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

7. The audit report must specifically mention that a review for compliance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 45 CFR Part 75, was conducted. In the event an audit required under this section has not been submitted in a timely fashion, LHC may at its option impose sanctions as provided in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 45 CFR Part 75.505, at a minimum:
 - a. Withholding a percentage of federal awards until the audit is completed satisfactorily;
 - b. Withholding or disallowing overhead costs;
 - c. Suspending federal awards until the audit is conducted; or
 - d. Terminating the federal award.

V. SUBCONTRACTS

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

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

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

- B. If LHC determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended or otherwise ineligible on SAM.gov as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the

tracing of funds paid to any subgrantee or subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subgrantee's or subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 45 CFR Part 75.

- D. Contractor shall immediately notify subgrantee(s)/subcontractor(s) in writing within five (5) days of such action in the event the LHC suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- F. Nothing contained in this Agreement or otherwise shall create any contractual relation between the LHC and any subgrantees/subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor's obligation to pay its subgrantees/subcontractors is an independent obligation from the LHC's obligation to make payments to the Contractor. As a result, the LHC shall have no obligation to pay or to enforce the payment of any moneys to any subgrantee/subcontractor.

VI. INSURANCE

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

A. Minimum Scope and Limits of Insurance

- 1. **Workers Compensation.** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the state of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

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

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

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

4. All Coverages

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

G. Workers Compensation Indemnity. In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against neither the State of Louisiana nor the Louisiana Housing Corporation or its agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana and the Louisiana Housing Corporation and its agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and

employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana and the Louisiana Housing Corporation and its agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

VII. COMPLIANCE MONITORING

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

VIII. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT

A. Determination and Notice

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

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

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

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

1. Special conditions and/or sanctions;
2. "High risk" designation;
3. Contract suspension;
4. Contract termination; or

5. Termination of service provider designation.

D. Special Conditions and Sanctions

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

- a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
- b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
- c. The corrective actions that must be taken and the time allowed for completing them before LHC removes the Special Condition(s) and/or Sanction(s).

IX. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS

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

X. ADDITIONAL PROVISIONS

A. Provisions for Federally Funded Grants

1. Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC 8621, *et seq.*, as amended.
2. *Eligibility to Receive Federally Funded Public Benefits.* Pursuant to 42 USC 1305 (Public Law 104-193, 110 Stat. 2168, Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with LHC Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by LHC.
3. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, NO VERIFICATION REQUIREMENTS FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432(d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC 1642) as amended, exempts nonprofit Charitable Organizations under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any federal public benefit (as defined in section 401(c)) or any state or local public benefit (as defined in section 411(c)).
4. *Federal Funding Accountability and Transparency Act Reporting Requirement.* ("FFATA") Pursuant to the Federal Funding Accountability and Transparency Act reporting requirements (2 CFR 170), LHC is required to report information regarding Contractors (sub-awardees) receiving LIHEAP funds. FFATA reporting requirements will apply to any funding awarded by LHC under this Agreement in the amount for \$25,000 or greater. The Contractor, as a sub-recipient, must provide any information needed pursuant to these requirements.
5. *Data Universal Numbering System (DIJNS) number.* Pursuant to 2 CFR, Part 25, FFATA reporting requirements and in order to receive funding under this Agreement, the Contractor agrees to provide LHC with a valid Dun and Bradstreet ("D&B") Data Universal Numbering Systems ("DUNS") number that identifies the Contractor. Accordingly, the Contractor agrees to register for and obtain a DUNS number within fifteen (15) days of execution of this Agreement, if it does not currently have a DUNS number.
6. *System for Award Management (SAM).* The Contractor agrees to register in the System for Award Management ("SAM") which is the primary registrant database for the U.S. Federal Government. The Contractor further agrees to enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM throughout the Term of this Agreements Information regarding the process to register in SAM can be obtained at <https://www.sam.gov>.
7. *Executive Compensation* – The Contractor shall report the names and total compensation of the five (5) most highly compensated officers if the Contractor in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts

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

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

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

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

C. Procurement

1. *Contract Administration.*
 - a. Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the

OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, (45 CFR Part 75) and amendments thereto, consistent with the general OMB compliance requirements. Contractor shall establish, maintain and follow written procurement procedures consistent with the procurement standards in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (45 CFR Part 75) and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

- b. Contractor shall not permit any organizational conflict of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subgrantee and/or subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- c. Contractor assures that all supplies, materials, equipment or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- d. Noncompliance with any of the provisions in this Section shall result in a disallowance of the costs of the procured transaction.

D. Affirmative Action Compliance

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

E. Nondiscrimination Compliance

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

F. Specific Assurances

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

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

G. Right to Monitor, Audit and Investigate

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

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

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

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

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

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

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

- d. The hearing officer shall be an impartial adjudicator who has not participated in the decision being appealed.
- e. The applicant is guaranteed the right to:
 - i. Have a representative at the hearing;
 - ii. Present evidence, including oral and/or written statement on his/her behalf;
 - iii. Present witnesses; and
 - iv. Cross-examine witnesses.
- f. The applicant shall be given the opportunity to elect to have the matter determined through use of a declaration in lieu of personal appearance.
- g. The hearing officer shall issue a final decision, in writing, within thirty (30) calendar days following the conclusion of the fair hearing.

J. Complaint Management Policies and Procedures

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

K. Record-Keeping

1. All records maintained by Contractor shall meet the OMB requirements contained in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 45 CFR Part 75, specifically 45 CFR Part 75.361-365.
2. Contractor shall maintain all records pertaining to this Agreement for a minimum period of six (6) years after submission of the final report. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.

3. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practice Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

XI. GENERAL TERMS AND CONDITIONS

- A. **Term of Agreement.** This Agreement shall begin on October 1, 2019 and shall terminate on September 30, 2021.
- B. **Amendment.** This Agreement constitutes the entire Agreement between the parties hereto, and may be amended only in writing and signed by the parties. No oral understanding or Agreement not incorporated in the Agreement through an amendment is binding on any of the parties.
- C. **Assignment.** Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Corporation. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.
- D. **Audit.** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or any other auditors as may be deemed necessary by the Corporation, shall have the option of auditing all accounts of Contractor that relate to this Agreement. The Contractor, realizing that the Corporation may from time to time be required to undertake auditing procedures in compliance with certain rules, regulations, and/or specific requests, agrees to cooperate fully with an audit survey of this Agreement, if so requested.
- E. **Indemnification.** Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

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

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

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

If to Corporation: Edselle Keith Cunningham, Jr.
Executive Director
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808

If to Contractor: St. Tammany Parish CAA
P. O. Box 1609
Slidell, LA 70458

- H. **Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the project activities to be performed under this Agreement. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.
- I. **Non-Discrimination Clause.** The Contractor agrees to abide by the requirements of the following, as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, the Americans with Disabilities Act of 1990, and Federal Executive Order 13559.

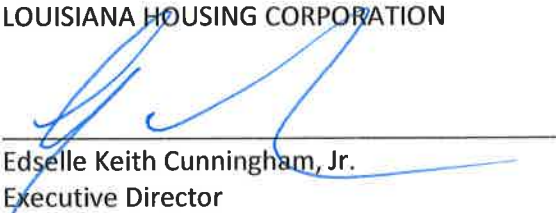
Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, sexual identification, national origin, veteran status, political affiliation, or disabilities.

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

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

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

LOUISIANA HOUSING CORPORATION



Edselle Keith Cunningham, Jr.
Executive Director

ST. TAMMANY PARISH CAA



Signature of Duly Authorized Representative

Patricia P. Brister
Print Name of Signatory

President
Print Title of Signatory

SIGNED THIS 20th DAY OF NOV, 2019

SIGNED THIS 6th DAY OF January 2020

SUBAWARD AGREEMENT

List of Attachments

Attachment A

Attachment B

Attachment C

Attachment D

Attachment E

Allocation Chart

Vendor Refund Report

LIHEAP Grant Closeout Checklist

Subaward Data

Certification Regarding Lobbying

Attachment A

Allocation Chart

Attachment A

Low-Income Energy Assistance Program

**FY2020 DHHS Allocation
Expires 9/30/2021**

St. Tammany Parish Community Action Agency				
<u>Parish</u>		<u>Administration</u>	<u>Client Education (Assurance 16)</u>	<u>Total</u>
St. Tammany		\$84,024	\$24,864	\$108,888
<u>Assistance</u>	<u>Period</u>	<u>Program Support</u>	<u>Client Assistance</u>	
Heating	November 15, 2019 - March 15, 2020	\$17,148	\$325,809	\$342,957
Cooling	April 1, 2020 - June 30, 2021	\$25,722	\$488,713	\$514,435
Crisis	October 1, 2019 - June 30, 2021	\$6,859	\$130,324	\$137,183
	Total	\$49,729	\$944,846	
			FY2020 Allocation Total:	\$1,103,463

Attachment B

Vendor Refund Report

VENDOR REFUND REPORT

ATTACHMENT B

Louisiana Housing Corporation

Date Submitted: _____

Agency Name: _____

Completed By: _____

						Attach the Documents for Each Item			
Utility Vendor	Crisis/ Non-Crisis	Client Name	Reason for Refund	Allocation	Check Number	Copy of Check from Utility Vendor	Vendor Payment Form	Application from HES	Amount
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
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									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -

Contractor shall return funds payable to LHC, 11637 Industriplex Blvd., Baton Rouge, LA 70809 by the 10th day of the subsequent month.

Attachment C

LIHEAP Grant Closeout Checklist and Certification of Documents

State of Louisiana
 LOUISIANA HOUSING CORPORATION (LHC)

FY 20__ LIHEAP GRANT CLOSEOUT CHECKLIST AND CERTIFICATION OF DOCUMENTS

Contractor:	
Grant Period:	Total Contract Budget:

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

1. Refund Check Amount (if applicable). Explain below.
 \$ _____
2. Final Quarterly Reconciliation Form (Included in Drawdown Excel File)
3. Excess Revenue and Interest Earned Report
4. Equipment Inventory of real and personal property acquired with DHHS/LIHEAP funds

Comments:

CERTIFICATION:

By signing this document, I certify to the best of my knowledge and belief that the enclosed documents (listed above) are accurate and complete and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the grant awards. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. *(U.S. Code, Title 18, Section 1001)*

Authorized Representative/Title	Telephone Number: ()
Signature:	Email Address: Date:

**Attachment D
Subaward Data**

(i)	Subrecipient Name	St. Tammany Parish CAA
(ii)	Subrecipient Unique Entity Identifier:	929281053
(iii)	Federal Award Identification Number (FAIN):	2001LALIEA
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	DHHS- November 1, 2019
(v)	Subaward Period of Performance Start Date:	October 1, 2019
	Subaward Period of Performance End Date:	September 30, 2021
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	DHHS- 1,103,463
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	DHHS- 1,103,463
(ix)	Federal Award Project Description:	Low Income Home Energy Assistance Program (LIHEAP)
(x)	Name of Federal Awarding Agency:	Department of Health & Human Services
	Name of Pass-Through Entity:	Louisiana Housing Corporation
	Contact Information for Federal Awarding Official:	HHS, Administration For Children and Families Office of Community Services, Division of Energy Assistance Mary E. Switzer Building, 5 th Floor West 330 C. Street, SW Washington, D.C. 20201
	Contact Information for LHC Authorizing Official:	Edselle Keith Cunningham, Jr. Executive Director Louisiana Housing Corporation 2415 Quail Drive Baton Rouge, LA 70808
	Contact Information for LHC Project Director:	Lauren Holmes Program Administrator 11637 Industriplex Blvd. Baton Rouge, LA 70809
(xi)	CFDA Number and Name:	#93.568 Low-Income Home Energy Assistance
(xii)	Identification of Whether Subaward is R&D:	n/a
(xiii)	Indirect Cost Rate for LHC Federal Award:	n/a
	Subrecipient Indirect Costs:	As allowed under 45 CFR 75.414

Attachment E

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Subrecipient/Subcontractor
By: *Patricia P. Brink*
Name: *Patricia P. Brink*
Title: *Parish President*
Entity Name: *St. Tammany Parish*
Date: *1-6-2020*