
Louisiana Housing Finance Agency



Energy Assistance Department

Darleen Okammor
Interim Program Manager

April 11, 2007

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MEMORANDUM

To: Chairman Larry J. Broussard
Commissioner Greg Gachassin
Commissioner Merriell Lawson
Commissioner Danette O'Neal
Commissioner Dr. Adell Brown, Jr.

From: Darleen Okammor, Interim Program Manager
Energy Assistance Department

Date: April 11, 2007

Re: Energy Assistance Committee Meeting

Please be advised that the Energy Assistance Committee will meet at 11:15 AM on Wednesday, April 18, 2007, in Committee Room 1, prior to Full Board meeting.

A program activity summary of services delivered in the Low-Income Home Energy Assistance Program (LIHEAP), LIHEAP Crisis Assistance, LIHEAP Katrina and Rita Crisis Assistance, and the Weatherization Assistance Program (WAP), are attached for your review.

If you have any questions, please do not hesitate to call.

Attachments

April 11, 2007

ENERGY ASSISTANCE PROGRAM COMMITTEE

Notice is hereby given of a regular meeting of the Energy Assistance Committee, to be held on Wednesday, April 18, 2007, at 11:15 AM, Louisiana Housing Finance Agency, Committee Room 1, 2415 Quail Drive, Baton Rouge LA, by order of the Chairman.

PRELIMINARY AGENDA

1. Call to order, roll call and introduction of guests
2. Approval of minutes from the May 10, 2006 Committee Meeting
3. Updates on LIHEAP, WAP, and Katrina Crisis
4. Approval of the Memorandum of Understanding between Louisiana Housing Finance Agency and Louisiana Community Action Partnerships (LACAP) regarding the transfer of the Low Income Home Energy Assistance Program (LIHEAP), and the Weatherization Assistance Program (WAP)
5. Other Business
6. Adjournment

Milton J. Bailey, President

If you require special services, please call Lourie Brown at (225) 763-8700 by Monday, April 16, 2007.

**Louisiana Housing Finance Agency
Energy Assistance Program
Committee Meeting Minutes
Wednesday, May 10, 2006
2415 Quail Drive
V. Jean Butler Boardroom
Baton Rouge, LA 70808**

Commissioners Present

Terri P. Ricks, Chairman
Kevin Brown
Merriell F. Lawson
Danette O'Neal

Commissioners Absent

Greg Gachassin
Larry J. Broussard

Staff Present

Helena R. Cunningham, President
Debra Washington
Rene' Landry
Yvette Javius

Others Present

Gale Patts Roque, MAC-RE, LLC
Carliss Knesel, Hancock Bank

The Chairman of the Energy Assistance Committee, Terri P. Ricks, called the meeting to order. The Energy Assistance Department is continuing to follow up with the audit report that we received a couple of months ago. Ms Ricks stated the staff has worked most diligently with the CAP agencies. There is a Watch List now for those agencies that have not been performing well. There are six CAP agencies still on the list. Ms. Javius stated 28 out of 43 original CAP agencies were on the list. Ms. Ricks commended Ms. Javius and the staff for the good work they have done. There are two CAP agencies that have

withdrawn from the program: Bossier and Plaquemines parish. We believe that the current CAP agencies can cover the number of households being served in the vacant parishes. In your book, you will find an update on the number of households being served. I want to commend the Energy staff for the good work they have done through the month. There are no actions to be taken by the board.

**Energy Assistance Department
Program Activity Summary
March 2007**

**Low-Income Home Energy Assistance Program (LIHEAP)
Program Year October 1, 2005 - September 30, 2006
(Extended March 15, 2007)**

October 1, 2005 thru March 4, 2007:

<u>Non-Crisis Assistance</u>	
Households Assisted	37,299
Households Denied	799
Total Household Members Assisted	82,324

<u>Crisis Assistance</u>	
Households Assisted	3,706
Households Denied	22
Total Household Members Assisted	10,149

June 1, 2006 thru March 4, 2007

<u>LIHEAP Non-Crisis Supplemental</u>	
Households Assisted	37,068
Households Denied	799
Total Household Members Assisted	83,208

<u>LIHEAP Crisis Supplemental</u>	
Households Assisted	5,081
Households Denied	22
Total Household Members Assisted	13,925

Maximum benefit for LIHEAP Crisis is \$475. Maximum benefits for Non-Crisis assistance is \$550.

September 19, 2005 thru February 28, 2007

<u>Hurricane Crisis Assistance</u>	
Households Assisted	23,757
Households Denied	363
Total Household Members Assisted	53,227

*LIHEAP Hurricane Crisis Award \$12,000,000
Maximum benefit amount is \$500*

LIHEAP figures are submitted by LIHEAP Providers on the 3rd day of the week following the week services were delivered. Reported figures are latest available and based on 2005-06 LIHEAP Allocations.

In addition to the above LIHEAP services, LHFA also contracts with DSS/OCS with a total award of \$100,000 for LIHEAP services for Preventive Assistance, Reunification Assistance, and Youth Entering Independent Living Arrangements Services.

**Weatherization Assistance Program (WAP)
Program Year runs April 1, 2006 – March 31, 2007**

April 1, 2006 thru February 28, 2007 Production:

DOE Production	
Completed units	272
Projected Units in progress	310
Household members assisted in completed units	502

DHHS Only Production	
Completed units	391
Household members assisted in completed units	775

Reported figures are latest available and based on 2006-07 WAP Contract Allocations. WAP Production figures are submitted by WAP Providers on the 10th day of the month following the month services were delivered.

Service Date Range 10/1/2005 To 04/4/2007

STATISTICAL REPORT NON-CRISIS ASSISTANCE

Section 1- General Information:	
a. Number of Assisted households	37,299
b. Number of households denied	799
c. Total number of persons living in household (item 15 on application)	82,324
Section 2 - Households by percent of poverty level:	
a. Under 75% poverty level.	16,701
b. 75% - 100% poverty level	11,818
c. 101% - 125% poverty level	5,123
d. 126% - 150% poverty level	2,961
e. 151% or above poverty level	695
Section 3 - Number of assisted households with at least one member who is:	
a. 60 years or older	13,173
b. Disabled	14,488
c. Age 5 years and under	7,556
Section 4 – Using the assisted households from Section 3c, number with at least one member who is:	
a. Age 2 years or under	4,137
b. Age 3 years through 5 years	5,010
Section 5- Number of assisted households not served in the preceding program year	64,459

STATISTICAL REPORT CRISIS ASSISTANCE

Section 1- General Information:	
a. Number of Assisted households	3,706
b. Number of households denied	22
c. Total number of persons living in household (item 15 on application)	10,149
Section 2 - Households by percent of poverty level:	
a. Under 75% poverty level.	2,339
b. 75% - 100% poverty level	763
c. 101% - 125% poverty level	332
d. 126% - 150% poverty level	215
e. 151% or above poverty level	57
Section 3 -Number of assisted households with at least one member who is:	
a. 60 years or older	521
b. Disabled	1,133
c. Age 5 years and under	1,231
Section 4 – Using the assisted households from Section 3c, number with at least one member who is:	
a. Age 2 years or under	685
b. Age 3 years through 5 years	832

Katrina Crisis Report

Grand Totals to date	Total Services	Total Admin	Total Processed	Total Rita	Total Vou Amt.	Corrections	Total Served	Total Denied	Total # in HHds	
Reports 854	As of date 04/04/07	11,247,123.90	449,882.18	11,697,006.08	130,143	11,697,006.08	1	23,878	363	53,511
Total disbursed to date				11,697,006.08						

As of 2/28/07

WAP AGENCY SUMMARY TOTALS

CAP Agency	DOE Units in Progress	DOE Units Denied	DOE Units Completed to Date	DOE Total People Assisted	DHHS Households Assisted to Date	DHHS Total People Assisted
Allen	3	0	2	1	4	5
Assumption	1	0	4	8	6	12
Avoyelles	4	0	19	38	29	58
Caddo	53	4	38	54	67	124
EBR	32	2	7	12	13	30
DeSoto	15	7	21	34	32	50
Jeff-CAP	0	0	0	0	0	0
Lafourche	0	0	0	0	0	0
LaSalle	2	1	36	78	57	124
Natchitoches	12	2	8	15	9	23
Quad	86	1	24	25	36	46
SMILE	17	73	39	80	65	143
St. Charles	8	10	2	3	4	10
St. James	5	0	2	8	4	14
St. John	2	0	2	1	4	6
St. Landry	6	0	17	24	25	44
St. Mary	8	0	11	25	16	32
St. Tammany	24	2	9	13	9	15
Terrebonne	61	11	11	27	14	32
Total	8	0	39	73	39	73
Vernon	6	0	9	16	8	17
TOTALS	353	113	300	535	441	858

MEMORANDUM OF UNDERSTANDING

Between

Louisiana Housing Finance Agency

And

Louisiana Association of Community Action Partnerships

For Administration of the Statewide Low-Income Energy Assistance Program
(LIHEAP) and Weatherization Assistance Program (WAP)

Background

The purposes of the LIHEAP and WAP programs are to assist low-income families, disabled, young, and elderly in meeting their home energy cost, and to increase the energy efficiency of their homes. Statistically, low-income households spend a disproportionately high percentage of total income on energy costs. LIHEAP funding is provided by the U.S. Department of Health and Human Services (DHHS) and WAP is funded through the U.S. Department of Energy (DOE). The responsibility for statewide administration of these programs was transferred from the Louisiana Department of Social Services to the Louisiana Housing Finance Agency (LHFA) by Act. No. 702 of the 2001 Regular Session of the Legislature. Since taking over the programs, the LIHEAP assistance has averaged approximately \$15 million a year. During this same period, the WAP assistance has averaged \$2.2 million a year.

Proposal

Within 72 hours of board approval, LHFA will transfer the responsibilities for the administration of the LIHEAP and WAP programs to the Louisiana Association of Community Action Partnerships (LACAP) through a memorandum of understanding (MOU). Additionally, LHFA will cooperate with the LACAP to insure proper training in program administration, obtaining all necessary approvals from DHHS and DOE regarding transfer of administration and funding. Objectives will culminate in LACAP complying with all federal regulations regarding the administration of LIHEAP and WAP programs.

To facilitate the continued operation of both the LIHEAP and WAP program under the administration of LACAP the following terms regarding disposition of administration funding sources shall be implemented:

Pursuant to Code of Federal Regulations Title 45, Part 96, an allowance of a ten percent (10%) administrative fee for total LIHEAP program administration of which:

- Nine percent (9%) shall be allocated to LACAP for program administration.
- One percent (1%) shall be allocated to LHFA for program administration oversight.

Pursuant to Title 10, Part 440, an allowance of a fifteen percent (15%) administrative fee for total WAP program administration of which:

- Ten percent (10%) shall be allocated to Sub-recipients for program administration.
- One percent (1%) shall be allocated to LHFA for program administration oversight.
- Four percent (4%) shall be allocated to LACAP for program administration.

General Terms and Conditions

During the performance of this agreement, the parties hereby agree to the following terms and conditions:

WEATHERIZATION ASSISTANCE PROGRAM TERMS AND CONDITIONS

As Sub-Grantee LACAP will have responsibility to implement/administer:

1. Prepare and submit to LHFA 30 days prior to Public Hearing and DOE submission deadline the State Plan for Louisiana's Sub-Grantee and Sub-Recipients.
 - a. In accordance with 10 CFR, Part 440, Final Rule, as amended
2. Prepare a detail listing of program allocations by Parish
 - a. Using allocation factor formulas (Attachment A)
3. Issue all contracts with Sub-Recipients
4. Review Sub-Recipient Policy and Procedure manuals to ensure they are updated, accurate, and in compliance with DOE & DHHS regulations.
5. Prepare and implement a monitoring mechanism for Sub-Recipient annual monitoring visits according to DOE and DHHS regulations and guidelines.
 - a. Consistent reconciliation of funds
 - i. Monthly reconciliation of funding and expenditures with Sub-Recipient
 - ii. Quarterly reconciliation of funding and expenditures with Grantee
 - iii. Electronically submit a quarterly reconciliation/tracking of advance requests, expected expenditures, and actual expenditures for the quarter by the 10th of the month following the end of the quarter. This is to capture information for reporting as well as comply with the Cash Management Improvement Act of 1990 (CMIA).
 - b. Remit any interest to LHFA pursuant to the CMIA.

- c. Establish a mechanism for tracking statistical and household data for service deliveries on a monthly basis and submit to LHFA with quarterly reports
6. Create a Policy Advisory Council
7. Attend and conduct training seminars for administering the program
8. Perform year end closeouts for each agency
9. Perform a review of local agency annual audits according to Circular –A133 within 6 months of their fiscal year end and submit a copy of report and any findings to LHFA within 3 months for further review. (This report should evidence all work done to insure that all corrective action items have been identified and resolved.)
10. Submit a copy of LACAP’s annual audit according to Circular-A133 to LHFA for review within 6 months from last day of the fiscal year end.

LACAP shall maintain and submit tracking and reporting on Expenditures, Refunds and Statistics by Parish quarterly and in accordance with DOE and DHHS regulations and guidelines.:

Administrative Expenses

Program Operations Expenditures

- Incidental Repairs Expenditures
- Health & Safety Expenditures
- Liability Insurance Expenditures
- Training & Technical Assistance Expenditures
- Financial Audit Expenditures
- Vehicle & Equipment Expenditures

Statistics

- Production
- Units Re-weatherized
- Units Denied
- Units Completed on Current Report

Type of Occupancy

- Owner Occupied
- Renter-Single Family
- Multi-Family
- Owner-Mobile Home
- Renter-Mobile Home

Units by Occupancy

- Elderly-Occupied
- Disabled-Occupied
- Native American-Occupied
- Child-Occupied
- High Residential Energy User
- High Energy Burden

Primary Heating Fuel

- Natural Gas
- Fuel Oil
- Electricity
- Propane/LPG
- Kerosene
- Wood
- Other

People Assisted

- Elderly
- Disabled
- Native American
- Child

Inventory of Fixed Assets Purchased with Grant Dollars (\$1,000 threshold)

LOW-INCOME ENERGY ASSISTANCE PROGRAM TERMS AND CONDITIONS

As Sub-Grantee LACAP will have responsibility to implement/administer:

1. Prepare and submit to LHFA 30 days prior to Public Hearing and DHHS submission deadline the State Plan for Louisiana's Sub-Grantee and Sub-Recipients
 - i. In accordance with Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended)
2. Prepare a detail listing of program allocations by Parish
 - i. Using allocation factor formulas (attachment A)
3. Issue all contracts to Sub-Recipients

4. Review Sub-Recipient Policy and Procedure manuals to make sure they are updated, accurate, and in compliance with DHHS regulations and guidelines.
5. Prepare and implement a monitoring mechanism for Sub-Recipients annual monitoring visits according to DHHS regulations and guidelines.
 - a. Consistent reconciliation of funds
 - i. Monthly reconciliation of funding and expenditures with Sub-Recipients
 - ii. Quarterly reconciliation of funding and expenditures with Grantee
 - iii. Electronically submit a quarterly reconciliation/tracking of cash advance requests, expected expenditures, and actual expenditures for the quarter by the 10th of the month following the end of the quarter. This is to capture information for reporting as well as comply with the Cash Management Improvement Act of 1990 (CMIA).
 - b. Remit any interest to LHFA pursuant to the CMIA.
 - c. Establish a mechanism for tracking statistical and household data for service deliveries on a monthly basis and submit to LHFA with quarterly cost reports.
6. Creation of Policy Advisory Council
7. Attend and conduct training seminars for administering the program
8. Perform year end closeouts of each agency
9. Perform a review of local agency annual audits according to Circular-A133 within 6 months of their fiscal year end and submit a copy of report and any findings to LHFA within the next 3 months for further review. (This report should evidence all work done to insure that all corrective action items have been identified and resolved.)
10. A copy of LACAP's annual audit according to Circular A-133 must be submitted to LHFA for review within 6 months of the last day of the fiscal year.

LACAP shall maintain and submit tracking and reporting on Expenditures, Refunds and Statistics by Parish quarterly and in accordance with DHHS guidelines:

Service Dollars

- Utility Payments

Administration Expenses

Inventory of fixed assets purchased with grant Dollars (\$1,000 threshold)

LHFA will facilitate the transfer of LIHEAP and WAP contracts and supporting documents as well as organizational parameters. LHFA will remain solely as the state agency drawing down

the block grant funding; perform monitoring duties as required by DHHS, and overseeing financial and statistical reporting to various federal agencies. The financial and statistical data shall be submitted to LHFA no later than the tenth (10th) of the month following the end of each quarter, beginning July 2007 . LHFA will fund advance requests within fourteen (14) days of receipt of quarterly reports as indicated under LIHEAP Section 5(iii).

Term

This MOU shall be effective upon execution by the parties and will continue until such time as the Legislature, by official act, transfers the responsibility for the administration of the LIHEAP and WAP programs from LHFA. This MOU may be terminated by either party upon giving thirty (30) days advance written notice to the other party.

Prohibition Against Discrimination

The parties agree to abide by and insure that all participants in the program adhere to the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, the Americans with Disabilities Act of 1990, the Social Security Act, Title IV, Part A, as amended, the Personal Responsibility & Work Opportunity Reconciliation Act of 1996 (PWORA), Public Law 104 – 193, and the Balance Budget Act of 1997, Public Law 105-33, 45 CFR Parts 260-265.

The parties agree to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this MOU without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Confidentiality

The parties shall abide by all laws and regulations concerning confidentiality and disclosure of information.

Audits, Inspection and Review of Records

LHFA and the LACAP agree to grant to the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, and/or the Federal Government the right to inspect and review all books and records pertaining to services rendered under this contract.

Should the Agency determine non-compliance in any area(s), a corrective Plan of Action will be implemented by LACAP with technical and administrative assistance provided by LHFA.

If requested, the LACAP shall submit to LHFA a written report detailing the use of any funds received for the programs from the federal government within ten days of request.

Record Retention and Inspection

All parties agree to retain all books, records, and other documents relevant to contract and funds expended hereunder for at least three (3) years after final payment. The parties shall maintain books, records, documents and other evidence of cost, including time and attendance records of all personnel performing services under this contract, and shall maintain such books, records, documents and other evidence in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all direct and indirect cost which had been incurred. Additionally, all financial and accounting transactions incident to the determination of costs under this agreement must be recorded, classified and summarized in appropriate journals, so as to provide a chronological record of transactions having common origin. Ledgers of accounts shall be kept to receive and consolidate transaction amounts related to a given classification. Records shall establish independent accounting for the receipt and disbursement of reimbursement monies derived from this contract. If a preliminary or other audit review indicates that other records are necessary for a complete audit of the reimbursement funds paid, the parties agree to furnish for inspection all books, ledgers, records, files, etc., necessary for the complete audit. The parties further agree that the fiscal and other records as they pertain to the agreement shall be subject at all reasonable times to inspection by the United States Department of Health and Human Services, the United States Department of Energy or appropriate State authorities.

Assignment of Interest in the Contract

LHFA and the LACAP shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the other party, provided, however, that claims for money due or to become due to any party under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the other party. Failure to provide prompt written notice of any such assignment shall be grounds for termination of the contract. "Prompt written notice" is defined as "written notice provided within ten days of assignment".

Prohibitions on use of funds

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.

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.

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.

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.

Alterations, Variations, Modifications, or Waivers

Any Alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement that is not provided for in this agreement shall be allowed.

Amendments

Any amendment to this agreement shall not be valid until it has been executed by a person designated by the LACAP to have the authority to sign on behalf of the Partnerships and the Vice-President or President of LHFA.

Hold Harmless

The parties will provide in any contracts with third persons that they agree 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, expense 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 non-profits, their agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the non-profits 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. Additionally, the contract will require the third person to agree 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.

LACAP, its officers, agents, servants and employees, including volunteers, will not be held responsible for and against any and all claims, demands, expense 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 non-profits, their agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the non-profits as a result of any claim, demands, and/or causes of action 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 prior to the date of transfer of the LIHEAP and Weatherization programs from LHFA to LACAP.

Availability of Funds

This agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds and no liability or obligation for payment will develop between the parties until the agreement has been approved by required authorities of the Office of the Governor and LHFA. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract. If there is a failure to appropriate sufficient monies to provide for continuation of the contract or if the appropriation is reduced and the result of the reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Termination for Cause

The parties will insure that all contracts with third persons provide for termination for cause based upon the failure to comply with the terms and/or conditions of the contract; provided that the third person shall be given written notice specifying the failure. If within thirty (30) days after receipt of such notice, the third person shall not have either corrected such failure and thereafter proceeded to complete such correction then LHFA or the LACAP may, at its option, place the third person in default and the contract shall terminate on the date specified in such notice. The third person may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LHFA or the LACAP to comply with the terms and conditions of the contract; provided that the third person shall give LHFA or the LACAP written notice specifying the failure and a reasonable opportunity to cure the failure. A reasonable opportunity to cure a failure shall not be less than or limited to thirty days.

Controversies

Any claim or controversy arising between the parties and any third persons shall be resolved pursuant to R.S. 39:1524 through 1526.

Performance Standards

The parties shall provide in any individual contracts with third persons for performance standards acceptable to the parties. Failure to meet established performance standards may result

in adverse action against the third person including but not limited to reductions in overall funding, reduction in fees, or termination of the contract.

Certification regarding Debarment or Suspension

The parties will incorporate in contracts with third persons that, as a contractor/recipient of federal and state assistance funds they certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the programs by any federal or state department or agency.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

Approved:

LOUISIANA ASSOCIATION OF COMMUNITY ACTION PARTNERSHIPS

By: _____

Gervis LaFleur, President

Date:

LOUISIANA HOUSING FINANCE AGENCY

By: _____

James Gilmore, Vice-President

Date: