

Total Community Action, Inc.
as fiduciary agent for the
City of New Orleans NOLA FOR LIFE Services Collaborative
Request for Proposals
“Building a Continuum of Services for At and High-Risk Individuals”
August 18, 2014

Request for Proposals: Total Community Action, Inc., as fiduciary agent for the NOLA FOR LIFE Services Collaborative desires to obtain “Technical Assistance” to provide facilitation and research services for a collaborative of organizations working towards the development of a “continuum of services” for boys and men of color in the city of New Orleans. As provided below, NOLA for Services Collaborative requests proposals from experienced firms to provide the needed services.

Instructions: Applicants shall submit the following to the Total Community Action, Inc. directed Attention: President & CEO, *1420 S Jefferson Davis Parkway, New Orleans, Louisiana 70125*, 504-872-2200, not later than September 3, 2014 at 12:00Noon:

- a. Offer or shall provide six signed hardcopies of the proposal in a sealed envelope, marked **“Building a Continuum of Services for At and High-Risk Individuals”** and one (1) digitally signed proposal (maximum of three files) on a CD or Flash Drive, in Microsoft Word format or as a PDF file, marked [**“Building a Continuum of Services for At and High-Risk Individuals”**];
- b. Six (6) printed hard copies of the related **cost** proposal enclosed in a separate sealed envelope, marked **“Building a Continuum of Services for At and High-Risk Individuals”**;
- c. Offer or shall provide a signed cover letter including the company’s name, address and primary contact for the qualification proposal. The primary contact information shall include submitter name, telephone, and email address.

Proposals should clearly demonstrate the applicant’s qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services. Copies of the solicitation and related information are available from the TCA website at <http://www.tca-nola.org>.

The NOLA FOR LIFE Services Collaborative will not accept proposals submitted by fax. All proposals **must be received** by TCA on or before the Delivery Deadline. The TCA will not accept proposals delivered after the deadline. TCA will not credit delivery claims not clearly documented by original receipt.

Anticipated Proposal Timetable

RFP Release	August 18, 2014
Proposal Submission	September 3, 2014
Evaluation Committee Selection	September 8, 2014
Notification	September 10, 2014

If the NOLA FOR LIFE SERVICES Collaborative identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by Professional Services contract.

By responding to this RFP, respondent agrees to the TCA’s Contract Provisions as provided in Attachment “C” and proposed contract Attachment “F”, therefore waives any future right to contest the required provisions.”

1. Services Needed: Attachment “A” describes the needed services.
2. Selection Committee: The NOLA FOR LIFE Services Collaborative Convening Entity Steering Committee will review and evaluate the responses to a solicitation.

The Selection Committee shall first evaluate the proposals on the basis of criteria other than price. The members on the Selection Committee shall either complete the numerical grading and provide a written explanation stating the reasons for the rating for each criteria, or if using the wholly qualitative evaluation criteria, the members shall provide a rating of a proposal as highly advantageous, advantageous, not advantageous, or unacceptable and state the reasons for the rating for each criteria.

3. Selection: The Selection Committee will first evaluate and rank responsive RFQ Responses on the following selection Technical criteria and weighting factors listed below and provide an assessment of that score. A Proposer may receive the maximum percentage, a portion of this score, or no percentage at all, depending upon the merit of its RFQ Response, as judged by the Selection Committee in accordance with:

Technical Criteria

- (25%) Specialized experience and technical competence;
- (25%) Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines;
- (20%) Maintenance of an office, residence or domicile in Orleans Parish, to the extent permitted by law;
- (10%) Willingness to promote full and equal business opportunities in accordance with the City’s State-Local Disadvantaged Business Enterprise Program; and

Price Proposal

The Selection Committee will then evaluate and rank responsive Proposals on Price. **Price proposals must be submitted in a separate envelope marked “Price Proposal”(Attachment B).** A Proposer may receive the maximum percentage, a portion of this score, or no percentage at all, depending upon the merit of its Price Proposal, as judged by the Selection Committee in accordance with:

(20%) Cost

Shortlist

The Convening Entity at its sole discretion may recommend a selection of Respondents for a short list based on the overall ranking.

During the review of any Submission, the Selection (evaluation) Committee may:

- conduct reference checks relevant to the Project with any or all of the references cited in a Submission to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of Submissions;
- seek clarification of a Submission from any or all Respondents and consider such supplementary information in the evaluation of Submissions; and
- request interviews/presentations with any, some or all Respondents or Team Members to clarify any questions or considerations based on the information included in Submissions during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation.

4. Ownership: All proposals and/or documentation submitted therewith are TCA property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption. TCA will not credit any blanket exemption claims lacking specific justification. TCA does not guarantee the confidentiality of submissions.

5. Fees and Costs: Respondents should provide an explanation as to how much it proposes to charge the City to provide the needed services. The explanation should include any and all professional fees and/or costs associated with providing the services.

6. Effect: This Request for Proposals and any related discussions or evaluations by anyone create no rights or obligations whatsoever. The TCA as fiduciary agent for the NOLA FOR LIFE Services Collaborative may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the Professional Services contract executed by TCA and the selected applicant, if any, is the exclusive statement of rights and obligations extending from this solicitation.

7. Point of Contact: All correspondence and other communications regarding this solicitation should be directed to the attention of: Erika Wright, at ewwright@nola.gov

Substantive questions must be submitted by proposers in writing to the person at the address provided above or emailed to Erika Wright at ewwright@nola.gov no later than (7) days before submittal deadline.

Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

From the time of advertising, and until the final award, there is a prohibition on communication by Proposers (or anyone on their behalf) with the NOLA FOR LIFE

Services Collaborative Convening Entity partners. This does not apply to oral communications at Pre-Proposal conferences, oral presentations before evaluation committees, contract negotiations, or communications at any time with any members of the Convening Entity regarding matters not concerning this Solicitation.

Breaking the established prohibition on communication may result in a disqualification of your proposal.

8. Proposal Review In accordance with the TCA policy, the review committee will evaluate each proposal submitted. TCA will make every effort to administer the proposal process in accordance with the terms and dates discussed in the request for proposal. However, the TCA reserves the right to modify the qualification process and dates as deemed necessary.

TCA may request an online demonstration of specific vendors' solutions prior to the qualifications review completion date. Vendors should be prepared to provide such a demonstration in a timely fashion.

9. In-Process Technical Review: Contractor's performance of the Work shall be subject to in-process technical review by the NOLA FOR LIFE Services Collaborative Technical Representative or such other person(s) as may be designated in writing by TCA provided such actions are not unreasonable and does not interfere with the progress of the work.

10. Required Attachments: **Proposers are required to complete the following Attachments and submit along with their Proposal:**

Attachment "D" **TCA CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

All other Attachments are supplied by the City as information. The following Attachments will only be requested of the successful Proposer prior to obtaining a contract:

- Attachment "E" Identification of Subcontractors
- Attachment "F" Sample Contract Agreement

FAILURE TO COMPLETE THE REQUIRED ATTACHMENTS COULD RESULT IN THE DISQUALIFICATION OF A PROPOSAL.

Proposal and Submission Requirements:

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposal shall include all of the following:

1) Title Page

Show the RFP subject, the name of your firm, address, email address, telephone number(s), facsimile machine number(s), name of contact person and date.

2) Table of Contents

Clearly identify the materials by section, page number, and tabs.

3) Letter of Transmittal (Limited To One Page)

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, email address, telephone number(s) and facsimile number(s).

4) Proposal Contents

Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein. All responses should be identified by the corresponding section and item number.

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Attachment “A”

Needed Services

TCA , as fiduciary agent for City of New Orleans NOLA FOR LIFE Services Collaborative is seeking a technical assistance contractor to provide facilitation and research services for a collaborative of organizations working towards the development of a “continuum of services” for boys and men of color in the city of New Orleans.

During the first year of the grant the selected contractor will be expected to 1) effectively facilitate large and small multi-agency development meetings, 2) successfully navigate and strengthen relationships among the various community providers, 3) provide resources and guidance in identifying and implementing national evidence based best practices and program standards across a multitude of service areas including, but not limited to: housing, workforce development, behavioral health, physical health, education, emergency assistance, mentorship and parenting.

During the second year of this engagement the contractor will be responsible for 1) ongoing facilitation of the large and small multi-agency development meetings, and 2) support in the development and formalization of MOUs between agencies involved in the second year demonstration project.

In addition to providing the technical assistance required to construct a continuum of services, the contractor will be responsible for all administrative tasks associated with hosting the development meetings, collecting and disseminating research, and report writing.

The collaborative is comprised of 4 “convening entities”, which serve as the lead agencies for prevention, intervention and rehabilitation services delivered to “at-risk” to “high-risk” individuals along the continuum of services. These entities will be responsible for identifying “subgroups” within each of their respective areas/stages (prevention, intervention, rehabilitation) to assist in the development of best practice and program standards for the various relevant service needs of the population (i.e. workforce development, housing, behavioral health services, etc.).

Responsibilities

The facilitation and research contractor will be responsible for, but not limited to the following:

Coordination of regular meetings of the four convening entities: Total Community Action (TCA), Louisiana Center for Children’s Rights (LCCR), Partnership for Youth Development (PYD), and the City of New Orleans:

- Coordinate communication among convening entities and subgroups;

- Provide meeting summaries and written recommendations based on meeting discussion;
- Provide guidance to the convening entities on implementation of developed recommendations;
- Assist in the selection of subgroup participants for prevention, intervention, and rehabilitation tables based on an application for partnership;
- Assist in the development of MOUs between coordinating entities and subgroup participants;
- Coordinate relevant activities with evaluation partners;
- Coordinate logistical components of the agency meetings

Coordination of subgroup meetings with agencies selected through the RFQ process:

- Coordinate and oversee communication between agencies;
- Facilitate discussion on research of evidence based best practices in the aforementioned service areas;
- Provide meeting summaries and written recommendations based on meeting discussion;
- Provide guidance to the convening entities on implementation of developed recommendations;
- Coordinate logistical components of the agency meetings

Preparation of evidence based best practice briefs for standards of service within each identified service area and across each stage of the continuum:

- Review existing research, best practices and relevant procedures in the areas of criminal justice, youth violence, and violence prevention as it relates to service delivery to the identified populations;
- Compile best practice standards for each services area within the defined stages;
- Assist in the development of policy and practice implementation plan for agencies participating in the continuum;
- Identify and assess current practices among local agencies;
- Develop intake, assessment, and evaluation tools.

Assist in the development of and formalization of partnerships between all agencies participating in the universal client tracking and performance management system (ETO):

- Work with convening entities to develop platform for the system;
- Ensure the development of data standards and processes aligned with evidence based best practices and program standards;
- Assist lead pilot agency (LCCR) in the development of an RFP;
- Assist lead pilot agency in developing MOUs for demonstration project partnerships.

Minimum Requirements/Qualifications

- A minimum of 5 years of large and small group/multi-agency facilitation experience;
- Experience gathering and disseminating best practice research and analysis;
- A working knowledge of the local landscape and familiarity with local non-profits and community stakeholders pertinent to criminal justice and violence prevention work in New Orleans;

- Demonstrated interest and talent for engaging effectively with a diverse group of high level community stakeholders, with sometimes divergent views, in achieving outcomes;
- Demonstrated experience/ familiarity with relationship building methodologies;
- Knowledge of social services pertinent to addressing violence prevention, intervention and rehabilitation with boys and men of color;
- Excellent writing and oral communication skills, multi-tasking and time management skills, including a demonstrated ability to translate and convey sometimes complex concepts in oral and written communications;
- Ability to work independently with a high degree of initiative;
- Flexibility, creativity, and the ability to contribute at both strategic and tactical levels;
- Working knowledge of collective impact principles and social determinants of health.

Additional Requirements

- References
- Writing samples

Deliverables

- Agenda and meetings summaries for all sessions
- Report national best practices and program standards for each service area on the continuum, with examples and case studies
- Comprehensive set of recommendations with implementation plans for best practices
- Presentation of implementation plan and strategy for provider community
- An RFP for the demonstration project
- Selection of, and MOUs with, 3-5 partner agencies in the demonstration project
- Intake and assessment tools for all stages of the continuum

1.0 General Information

A1.1 Background

In May 2010, Mayor Landrieu released NOLA FOR LIFE: A Comprehensive Murder Reduction Strategy, containing initiatives to improve public safety in New Orleans with an immediate and urgent focus on stopping the shootings. Recognizing that law enforcement alone cannot solve the murder problem, the NOLA FOR LIFE plan takes a holistic approach to get to the root of the problem, and divides the plan into five main categories:

- Stop the Shooting;
- Invest in Prevention;
- Promote Jobs and Opportunity;
- Improve the NOPD; and
- Get Involved and Rebuild Neighborhoods.

Development of the NOLA FOR LIFE plan was fueled by the Mayor's Innovation Delivery Team, which worked with NOPD Superintendent Ronald Serpas, former Criminal Justice Commissioner James Carter and Health Commissioner Dr. Karen DeSalvo to develop strategies that specifically address the high murder rate in New Orleans. Together, these officials analyzed homicide data to fully understand murder trends; brought in regional and national crime experts to share solutions specific to New Orleans' murder problem; and hosted focus groups to hear

from citizens most often directly affected by murder – individuals at risk of violence, community service providers, and police officers. After examining current initiatives, engaging the community to identify issues that contribute to the city’s murder epidemic, and researching and developing effective strategies, the NOLA FOR LIFE plan was created.

New initiatives in the plan include the City’s adoption of a murder reduction effort to stop the shootings, called Group Violence Reduction, an approach developed by nationally-renowned criminologist, David M. Kennedy. A key component in this strategy is the availability of critical human services to support those high risk individuals that choose to stop shooting and make better life choices.

The NOLA FOR LIFE Plan is expected to provide the following outcomes.

- Sustained reductions in youth violence, as evidenced by a decrease in violent crime, including murders and non-fatal shootings;
- More positive opportunities for youth and families, as evidenced by increased numbers of youths involved in school-based and community violence reduction programming;
- Improved quality of life community-wide, as evidenced by increased community engagement to support neighborhood revitalization efforts;
- Stronger families and communities, as evidenced by an increase in positive development opportunities, including employment and mentoring programming;
- Expanded ownership of the issue of violence reduction throughout the community, as evidenced by increased private and public sector investment in prevention and rehabilitation;
- Improved relationships between law enforcement agencies and the community, as evidenced by increased trust and confidence in law enforcement institutions; and
- Increased perceptions of safety in New Orleans, as evidenced by decreased fear of violent crime and victimization.

The Continuum of Services

To facilitate thoughtful and effective systems reform and to construct a continuum of services tailored to the needs of the NOLA FOR LIFE population, the City convened a group of community-based service providers to join in collective action across three areas of need: prevention, intervention and rehabilitation.

These anchor agencies have committed to working across programmatic silos to 1) employ early intervention strategies to keep young people in school and reengage the disconnected; 2) advocate for policy reform that ensures juveniles move through a fair, and equitable justice system; 3) provide workforce training and early work experiences to create career pipelines; and 4) act as a conduit between returning citizens and the available behavioral health, education, employment, and housing services.

In order to drive the initial construction of a unified public, private and NGO network, the convening entities have agreed to assemble the following building blocks to ensure a culturally competent and evidence-based coordinated system of care: 1) A Universal Client Tracking System 2) Shared Tools and Program Standards and 3) Shared Performance Outcomes. Once each structural component of the continuum has been developed and formal partnerships have been established with the broader network of providers, the coalition will launch a pilot to evaluate the efficacy of the system.

A1.2 Implementation Time Frame

The implementation effort is expected to begin no later than September 24, 2014 and to be completed by May 14, 2016. Successful vendor(s) must clearly indicate their ability to support quality implementation within this window of time. However, TCA reserves the right to modify this time frame as deemed necessary.

A2 Proposal and Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposal shall include all of the following:

A2.1 Title Page

Show the RFP number and subject, the name of your firm, address, email address, telephone number(s), facsimile machine number(s), name of contact person and date.

A2.2 Table of Contents

Clearly identify the materials by section, page number, and tabs.

A2.3 Letter of Transmittal (Limited To One Page)

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, email address, telephone number(s) and facsimile number(s).

A2.4 Proposal Contents

Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein. All responses should be identified by the corresponding section and item number.

A3 General Questions

The NOLA FOR LIFE Services Collaborative has some unique questions or business process needs that it would like addressed as part of this RFP. Proposers are **required** to answer the following questions with as much detailed information as possible. Proposers are strongly encouraged to make sure the response answers the questions and is not comprised of marketing material. These questions may appear again during contract negotiations.

A3.1 Company Profile

1. Briefly describe the history of your company, including ownership information and a summary of all services offered.
2. Where is your company headquartered? If you are applying as a joint venture (team), please list all applicable locations.

3. How many employees do you have (include breakdown by area – training, technical support, sales, customer service)?
4. How many clients do you have in total?
5. Disclose and describe any and all litigation, arbitration, or mediation that you have been involved in for the last five years.
6. Disclose and describe any contracts that you have had terminated by the client within the last five years.

A3.2 References

1. Provide a full client list indicating the services provided and number of employees mobilized. Use the following table format:

Client	(Insert Services)	(Insert Services)	(Insert Services)	(Insert Services)	# of Employees

2. A list of at least two full implementation reference sites comparable to the City of New Orleans where the primary vendor has provided the services proposed herein. For each reference site, list the site name, location, primary contact name, phone number and email address, modules implemented, and number of employees at that site.
3. A list of two potential site visit locations of comparable size to New Orleans including name, address, version number of product, modules implemented, number of employees, point of contact, and phone number.

A3.3 Implementation Approach

The Vendor must describe its proposed implementation services. The proposed solution must include a comprehensive implementation plan, complete with a description of all activities, activity schedule and resources proposed for successful implementation. Provide a high-level Gantt chart that shows the major phases, their durations, and the total number of consulting hours required by the vendor to provide the Collaborative with its fixed price deliverables.

The NOLA FOR LIFE Services Collaborative encourages the use of partnerships and is open to staffing structures which propose the use of a team.

A3.4 Vendor Implementation Labor

The implementation effort is expected to be completed within 12 months of contract execution. Successful vendor(s) must clearly indicate their ability to support a quality implementation within this window of time. In order to support this effort, the Collaborative requires that the proposing vendor provide the following on-site resources for the length of the implementation. The following table represents the minimally required on-site resources:

Resource Type	On-Site Commitment	Anticipated Task(s) of On-Site Vendor Resource
Facilitation	Approx. 144 Hours	<ul style="list-style-type: none"> ▪ Kick-off, midpoint, and closeout meetings with backbone organization ▪ Monthly planning sessions with convening entities and backbone organizations ▪ Monthly meetings with continuum partners (subgroups)
Research	Approx. 36 Hours	<ul style="list-style-type: none"> ▪ Project launch and local climate assessment (e.g. interviews with backbone organization, convening entities, and representative group of service providers) ▪ Trainings with convening entities and local providers

1. Vendors should provide a detailed write-up of the proposed implementation team, with assignments within the proposed implementation plan.
2. Vendors must provide a project organizational chart, resource resumes, and problem escalation procedures. The Collaborative additionally reserves the ability to approve individual team members.
3. Vendors must provide a percentage breakdown of the services being performed by the lead applicant and all contractors.

A3.5 Implementation Support Questions

1. Do you subcontract any of your services? What happens if there is an issue with a subcontractor (who do we contact)? Do you facilitate conversations if a problem arises? Please identify all these relationships.
2. Describe your recommended communication plan for Collaborative in 2014. Indicate which communication services are included in your proposed fees.

A3.6 Reporting Questions

1. What reporting tools will be used to present research information? What tools/templates, if any, does the Convening Entities need to provide?
2. Describe your reporting capabilities, including report-writing capabilities for the City of New Orleans staff.

Performance

The individual or firm contracted will be subject to monitoring by the contract monitor.

If it is determined that the individual or firm has misrepresented themselves and is not competent to perform the task this will result in a termination of the contract.

Termination may also be for serious misconduct, habitual neglect of duty or incompetence, conduct incompatible with the technician's duties or prejudicial to the regions business, or willful disobedience of the employer's orders.

Pricing/Cost

Vendor's Fee Proposal- Attachment "B"

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Attachment “C”

CONTRACT TERMS AND CONDITIONS

1. NON-DISCRIMINATION. In the performance of this Contract, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

2. EQUAL EMPLOYMENT OPPORTUNITY: In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

3. INDEMNIFICATION. The Contractor shall indemnify and save the TCA and the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the TCA and the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission

or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligations under this Contract.

4. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE. Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that the Total Community Action, Inc. shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of TCA for the purpose of Worker's Compensation coverage.

5. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE. The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the TCA under this Contract for hire as noted and defined in this request for proposals, and therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The Contractor has been and will be free from any control or direction by the TCA or the City over the performance of the services covered by this contract; and
- b. Services to be performed by the Contractor are outside the normal course and scope of the TCA and the City's usual business; and
- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of TCA or the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

6. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from TCA or the City of New Orleans.

7. EXCLUSIVE JURISDICTION AND VENUE. For all claims arising out of or related to this Agreement, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

- 8. CHOICE OF LAWS.** This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.
- 9. DURATION.** The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.
- 10. EXTENSION.** This Contract may be extended at the option of the TCA and the City, provided that funds are allocated by the City of New Orleans and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the TCA as the fiduciary agent of the City for five (5) additional one-year terms.
- 11. TERMINATION FOR CONVENIENCE.** TCA, on behalf of the Collaborative (city) may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the TCA's intention to terminate at least thirty (30) days before the date of termination.
- 12. TERMINATION FOR NON-APPROPRIATION.** This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and the TCA will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.
- 13. TERMINATION FOR CAUSE.** TCA, as agent for the City and the Contractor shall each have the right to terminate this Contract for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Contract or the failure of any representation or warranty in this Contract, and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General.
- 14. SUSPENSION.** TCA y may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the TCA.
- 15. CONFLICT OF INTEREST.** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the TCA, and in recognition of the Contractor's responsibility to the TCA, the Contractor agrees to decline any offer of employment if its independent work on behalf of the TCA is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify TCA and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the TCA. Final decision on any disputed offers of other employment for the Contractor shall rest with the TCA.
- 16. NON-SOLICITATION.** The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Contract. The Contractor has not paid or agreed to pay any person, other than

a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject Contract.

17. AUDIT AND INSPECTION:

- a. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.
- b. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

18. OWNERSHIP INTEREST DISCLOSURE. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

19. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT. No elected official or employee of the City shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.

20. PROHIBITION ON POLITICAL ACTIVITY. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

21. SUBCONTRACTOR REPORTING. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with

the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with the City, the Contractor must provide notice to the City within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

22. NON-EXCLUSIVITY. This Contract is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Contract and the City may engage the services of others for the provision of some or all of the work to be performed under this Contract.

23. CONVICTED FELON STATEMENT. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

24. ASSIGNABILITY. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

25. TERMS BINDING. The terms and conditions of the Contract are binding on any heirs, successors, transferees, and assigns.

26. AMENDMENT. The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

27. NO THIRD PARTY BENEFICIARIES. The Contract is entered into for the exclusive benefit of the TCA as fiduciary for the City of New Orleans Service Collaborative and the Contractor, and the TCAy and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

28. SEVERABILITY. If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

29. CONSTRUCTION OF AGREEMENT. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against the TCAy or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular

includes the plural, and neutral words and words of any gender include the neutral and other gender.

30. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

31. NON-WAIVER. The failure of the TCA. As fiduciary agent for the City and the NOLA FOR LIFE Services Collaborative to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of the TCA's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

32. REMEDIES CUMULATIVE. No remedy set forth in the Contract or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

33. INCORPORATION INTO SUBCONTRACTS. The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

Attachment "D"

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____, hereafter called "Respondent."
2. The Respondent submits the attached proposal in response to TCA NOLA FOR LIFE Services Collaborative Proposal # _____.
3. The Respondent hereby confirms that a conflict(s) of interest exists/does not exist/may exist in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with city officials or employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this _____ day of _____,

20____.

Notary Public (signature)

Notary ID#/Bar Roll #

Attachment "E"
TOTAL COMMUNITY ACTION, INC.
IDENTIFICATION OF SUBCONTRACTORS

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____
_____ who, being first duly sworn, deposed and said that:

4. He/She is the _____ and authorized representative of _____
_____, hereafter called "Respondent."

The Respondent submits the attached proposal in response to Total Community Action, Inc.,
Proposal City of New Orleans NOLA FOR LIFE Services Collaborative.

5. The Respondent hereby identifies the following persons, natural or artificial, who are retained by Respondent at the time the attached proposal is submitted and who are expected to perform work as subcontractors in connection with the Respondent's work for the NOLAFORLIFE Service Collaborative. Respondent hereby acknowledges and agrees that when new subcontractors not previously named are added to the project; they must be promptly identified to Total Community Action, Inc. within 48 hours of the change. The official change may not take place unless and until the TCA provides its written approval.

Person(s) and Company Name (if applicable)

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this ____ day of _____,
20____.

Notary Public (signature)

Notary ID#/Bar Roll #

Attachment “F”

SAMPLE CONTRACT AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
TOTAL COMMUNITY ACTION, INCORPORATED
AND
PARTY NAME
PROJECT NAME/NUMBER**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 201__ (the “Effective Date”), by and between the Total Community Action, Inc. as fiduciary agent for the NOLA FOR LIFE Services Collaborative, represented by Thelma H. French, President and Chief Executive Officer (TCA) , and Party Name, represented by Party Representative, Title (the “Contractor/Consultant/Other”).

WHEREAS, on Month Day, Year, the TCA issued a request for proposals on behalf of the NOLA FOR LIFE Services Collaborative seeking qualified persons to provide professional services including insert general description of the contract’s purpose (the “RFP”);

WHEREAS, the Contractor/Consultant/Other submitted a proposal dated Month Day, Year, and the TCA has selected the Contractor/Consultant/Other to perform the professional services described in the RFP; and

NOW THEREFORE, the TCA and the Contractor/Consultant/Other agree as follows:

I. THE CONTRACTOR/CONSULTANT/OTHER’S OBLIGATIONS.

[Modify obligations and requirements as applicbale in accordance with the RFP.]

A. Services. The Contractor/Consultant/Other will, in accordance with the schedule approved by the City:

[Insert specific statements of all things the contractor will do or give, any time frame for performance, and any incidental responsibilities (including invoicing, recordkeeping, etc.) (except those that are listed elsewhere)];

1. _____;
 - a. _____;
 - i. _____;
 - ii. _____;
 - b. _____;
2. _____;

3. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: the RFP; [identify any addenda with dates]; the Contractor/Consultant/Other’s proposal dated Month Day, Year.

4. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor/Consultant/Other as set forth in this Agreement;

5. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the TCA, at no additional compensation;

6. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

7. Perform all requirements set forth in La. R.S. 38:2192, including without limitation the payment of any associated costs, and submit a copy of any recorded documents to the TCA within thirty (30) days after the approval of the associated plan change or amendment; and

8. Cooperate with the TCA and any person or organization performing work with the NOLA FOR LIFE Services Collaborative.

TCA and the NOLA FOR LIFE Services Collaborative Convening Entity's officers and employees are not authorized to request or instruct the Contractor/Consultant/Other to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Standards. The Contractor/Consultant/Other, and any person performing work on its behalf, will perform all work under this Agreement in accordance with [identify any professional or other standards specifically applicable to these services].

C. Compliance with Laws. The Contractor/Consultant/Other, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances, including, without limitation, [identify any legal requirements specifically applicable to these services].

D. Schedule.

1. The Contractor/Consultant/Other will perform all work under this Agreement according to the following schedule:

[Insert any applicable schedule]

The Contractor/Consultant/Other will submit a proposed progress schedule to the City within fourteen (14) calendar days of receiving written authorization to proceed from the City. At a minimum, the proposed progress schedule must include the following information and be arranged so the actual progress can be shown as work is completed: [Insert any applicable schedule requirements].

2. TCA has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.

3. The Contractor/Consultant/Other acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. Invoices.

1. The Contractor/Consultant/Other will submit monthly/quarterly/other invoices for work performed under this Agreement to the TCA no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which TCA is not liable. At a minimum, each invoice must include the following information and supporting documentation: list information & documents required to be submitted with invoice.

2. All invoices must be signed by an authorized representative of the Contractor/Consultant/Other under penalty of perjury attesting to the validity and accuracy of the invoice.

3. The TCA may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

F. Records and Reporting.

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of number of years written and numerically years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the NOLA FOR LIFE Services Collaborative all plans and records of work compiled through the date of termination.

2. The Contractor/Consultant/Other will identify any reporting requirements, including the frequency, method, and contents.

3. The Contractor/Consultant/Other is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the TCA or NOLA FOR LIFE Services Collaborative.

G. Audit and Inspection.

1. The Contractor/Consultant/Other will submit to any TCA and the City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Contractor/Consultant/Other, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor/Consultant/Other's office or place of business in Louisiana. If no such location is available, the Contractor/Consultant/Other will make the documents available at a time and location that is convenient for the City.

H. Indemnity.

1. To the fullest extent permitted by law, the Contractor/Consultant/Other will indemnify, defend, and hold harmless the TCA, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Released Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor/Consultant/Other, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor/Consultant/Other in connection with the performance of work under this Agreement.

2. The Contractor/Consultant/Other's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor/Consultant/Other nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. The Contractor/Consultant/Other has an immediate and independent obligation to, at the TCA's option: (a) defend the TCA from or (b) reimburse the TCA for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the

allegations are or may be groundless, false, or fraudulent; or (b) the Contractor/Consultant/Other is ultimately absolved from liability.

II. REPRESENTATIONS AND WARRANTIES.

A. The Contractor/Consultant/Other represents and warrants to the TCA that:

1. The Contractor/Consultant/Other, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Contractor/Consultant/Other has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Contractor/Consultant/Other is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Contractor/Consultant/Other, its employees, or its subcontractors in the performance of this Agreement;

4. The Contractor/Consultant/Other is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Contractor/Consultant/Other's performance of this Agreement;

5. The Contractor/Consultant/Other has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to TCA and incorporated into this Agreement;

6. The Contractor/Consultant/Other is not in breach of any federal, state, or local statute or regulation applicable to the Contractor/Consultant/Other or its operations;

7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Contractor/Consultant/Other's most favored customer for the same or substantially similar services;

8. The Contractor/Consultant/Other has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Contractor/Consultant/Other and the execution of this Agreement by the Contractor/Consultant/Other's representative constitutes a sworn statement, under penalty of perjury, by the Contractor/Consultant/Other as to the truth of the foregoing representations and warranties.

B. Convicted Felon Statement. The Contractor/Consultant/Other complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor/Consultant/Other has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. Non-Solicitation Statement. The Contractor/Consultant/Other has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor/Consultant/Other has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. Employee Verification. The Contractor/Consultant/Other swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification

system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor/Consultant/Other a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor/Consultant/Other being ineligible for any public contract for a period of three years from the date the violation is discovered.

E. The Contractor/Consultant/Other acknowledges that TCA is relying on these representations and warranties and Contractor/Consultant/Other's expertise, skill, and knowledge and that the Contractor/Consultant/Other's obligations and liabilities will not be diminished by reason of any approval by the City.

III. TCA's OBLIGATIONS.

A. Administration. TCA as fiduciary agent for the City of New Orleans NOLA FOR LIFE Services Collaborative will:

1. Administer this agreement;
2. Provide the Contractor/Consultant/Other identify any specific documents to be provided and other documents deemed necessary for the Contractor/Consultant/Other's performance of any work required under this Agreement; and
3. Provide access to Service Collaborative personnel to discuss the required services during normal working hours, as requested by the Contractor/Consultant/Other.

B. Payment. TCA will make payments to the Contractor/Consultant/Other at the rate of compensation established in this Agreement based upon the Contractor/Consultant/Other's certified invoices, except:

1. TCA's obligation to pay is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; (b) satisfactory performance of the services and conditions required by this Agreement;
2. TCA, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;
3. TCA may set off any amounts due to the Contractor against any amounts deemed by the TCA to be owed to the TCA by the Contractor pursuant this Agreement; and
4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City of New Orleans.
5. TCA is not obligated under any circumstances to pay for any work performed or costs incurred by the Contractor/Consultant/Other that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the TCA, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor/Consultant/Other or its subcontractors; or the TCA is not expressly obligated to pay under this Agreement.
6. TCA, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute.

7. If this Agreement is terminated for any reason, TCA will pay the Contractor/Consultant/Other only for the work requested by TCA as the as fiduciary agent for the City of New Orleans NOLA FOR LIFE Services Collaborative City and satisfactorily performed by the Contractor/Consultant/Other through the date of termination, except as otherwise provided in this Agreement.

IV. COMPENSATION.

A. Rate of Compensation.

1. [Describe rate of compensation for all work, including any categories or formulas. Insert any table of rates here.]

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by TCA as fiduciary agent for the City of New Orleans NOLA FOR LIFE Services Collaborative in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor/Consultant/Other's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement

4. The Contractor/Consultant/Other immediately will notify TCA as fiduciary agent for the City of New Orleans NOLA FOR LIFE Services Collaborative in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. Maximum Amount. The maximum aggregate amount payable by the TCA under this Agreement is insert written maximum dollar amount Dollars and insert written maximum cents amountCents (\$insert numerical maximum dollar amount).

V. DURATION AND TERMINATION.

A. Initial Term. The initial term of this Agreement is one (1) year from the Effective Date.

B. Extension. TCA as fiduciary agent for the City of New Orleans NOLA FOR LIFE Services Collaborative may extend the term this Agreement for no more than one (1) year period pursuant to validly executed amendments, provided that: any extension of this Agreement is subject to and contingent upon the encumbrance of funds; the City of New Orleans NOLA FOR LIFE Services Collaborative determines that the extension facilitates the continuity of services provided under this Agreement; and

C. Termination for Convenience. TCA as fiduciary for the City of New Orleans NOLA FOR LIFE Services Collaborative may terminate this Agreement at any time during the term of the Agreement by giving the Contractor/Consultant/Other written notice of the termination at least thirty (30) calendar days before the intended date of termination.

D. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and TCA will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor/Consultant/Other. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

F. Suspension. The City may suspend this Agreement at any time and for any reason by giving two (2) business day's written notice to the Contractor/Consultant/Other. The Contractor/Consultant/Other will resume work upon five (5) business day's written notice from the City.

VI. NON-DISCRIMINATION.

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor/Consultant/Other (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor/Consultant/Other's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Contractor/Consultant/Other will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor/Consultant/Other in any of Contractor/Consultant/Other's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor/Consultant/Other. The Contractor/Consultant/Other agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. The Contractor/Consultant/Other will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The TCA may terminate this Agreement for cause if the Contractor/Consultant/Other fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

VII. INDEPENDENT CONTRACTOR.

A. Independent Contractor Status. The Contractor/Consultant/Other is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of TCA and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the TCA.

B. Exclusion of Worker's Compensation Coverage. TCA will not be liable to the Contractor/Consultant/Other, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor/Consultant/Other will not be considered an employee of the TCA for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Contractor/Consultant/Other, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Contractor/Consultant/Other nor anyone employed by it will be considered an employee of TCA for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Contractor/Consultant/Other has been and will be free from any control or direction by the TCA over the performance of the services covered by this contract; (b) the services to be performed by the Contractor/Consultant/Other are outside the normal course and scope of the TCA's usual business; and (c) the Contractor/Consultant/Other has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Contractor/Consultant/Other, as an independent contractor, will not receive from TCA any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to TCA under this Agreement.

VIII. NOTICE.

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To TCA:

Thelma Harris French
President/CEO

Total Community Action, Inc.
1420 S Jefferson Davis Parkway
New Orleans, LA 70125

2. To the Contractor/Consultant/Other:

Contractor Contact
Contractor/Consultant/Other
Street Address and/or PO Box
City, State ZIP

Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

IX. ADDITIONAL PROVISIONS.

A. Limitations of the City's Obligations. TCA has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

B. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; [list all incorporated documents in descending order.]

C. Ownership Interest Disclosure. The Contractor/Consultant/Other will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor/Consultant/Other and stating that no other person holds an ownership interest in the Contractor/Consultant/Other via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor/Consultant/Other fails to submit the required affidavits, TCA may, after thirty (30) days' written notice to the Contractor/Consultant/Other, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

D. Subcontractor Reporting. The Contractor/Consultant/Other will provide a list of all natural or artificial persons who are retained by the Contractor/Consultant/Other at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor/Consultant/Other's work for TCA. For any subcontractor proposed to be retained by the Contractor/Consultant/Other to perform work on the Agreement with TCA, the Contractor/Consultant/Other must provide notice to the TCA within 30 days of retaining that subcontractor. If the Contractor/Consultant/Other fails to submit the required lists and notices, the TCA may, after 30 days' written notice to the Contractor/Consultant/Other, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

E. Prohibition of Financial Interest in Agreement. No elected official or employee of TCA shall have a financial interest, direct or indirect,

in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of TCA shall be deemed to be a financial interest of such elected official or employee of the TCA. Any willful violation of this provision, with the expressed or implied knowledge of Contractor/Consultant/Other, shall render this Agreement voidable by the TCA and shall entitle TCA to recover, in addition to any other rights and remedies available to the TCA, all monies paid by the TCA to Contractor/Consultant/Other pursuant to this Agreement without regard to Contractor/Consultant/Other's otherwise satisfactory performance of the Agreement.

F. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

G. Conflicting Employment. To ensure that the Contractor/Consultant/Other's efforts do not conflict with TCA's interests, and in recognition of the Contractor/Consultant/Other's obligations to the TCA, the Contractor/Consultant/Other will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor/Consultant/Other will promptly notify TCA in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor/Consultant/Other's performance of this Agreement. TCA will make the final determination whether the Contractor/Consultant/Other may accept the other employment.

H. Non-Exclusivity. This Agreement is non-exclusive and the Contractor/Consultant/Other may provide services to other clients, subject to the TCA's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

I. Assignment. This Agreement and any part of the Contractor/Consultant/Other's interest in it are not assignable or transferable without the TCA's prior written consent.

J. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

K. Jurisdiction. The Contractor/Consultant/Other consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

L. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

M. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all

parties. No term of this Agreement shall be construed or resolved in favor of or against TCA or the Contractor/Consultant/Other on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

N. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

O. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law, and [identify any other important provisions that should survive termination] shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

P. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

Q. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

R. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

S. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

IN WITNESS WHEREOF, the TCA and the Contractor/Consultant/Other, through their duly authorized representatives, execute this Agreement.

TOTAL COMMUNITY ACTION, INCORPORATED

BY: _____

**THELMA HARRIS FRENCH
PRESIDENT & CEO**

ORGANIZATION NAME

BY: _____

**PARTY REPRESENTATIVE, TITLE
CORPORATE TAX I.D.**