



**Office of State Procurement
PROACT Contract Certification of Approval**

This certificate serves as confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 2000485628

Vendor: Louisiana Mental Health Services & Child Advoacy Program

Description: Pass through agency, receive, review & submit IVE funds for DCFS child

Approved By: Claressa Johnson

Approval Date: 5/07/2020

The above referenced number has been assigned by this office and will be used as identification for the contract. Please use this number when referring to the contract in correspondence or amendment(s).

For succeeding fiscal years of this contract, a BA-22 specifying the funds available for that particular year shall be submitted by September 30th to the Office of State Procurement.

Approval of continuing services contracts is contingent upon the receipt of a final performance evaluation report on the prior contract as required under Revised Statute 39:1569.1.

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

AGREEMENT BETWEEN
THE STATE OF LOUISIANA

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

Louisiana Mental Health Services & Child Advocacy Program

FOR

Personal Professional Consulting Social Services Interagency Governmental

1) Provider/Contractor: Louisiana Mental Health Services & Child Advocacy Program	5) Fed. Employee Tax ID: 72-6000720-55
2) Address: 302 Dulles Dr., Room U-47	6) Parish(es) Served: Statewide
3) City: Lafayette State: LA Zip Code: 70506	(Contracts with individuals) 7) License or Certificate #:
4) Remit-To-Address (if different):	(Contracts with individuals) 8) Date of Birth:
City: State: Zip Code:	(Contracts with individuals) 9) Place of Birth:

10) **Brief Description of Services to be provided:** Include description of work to be performed, goals and objectives to be met that are measurable; description of reports or other deliverables with dates to be received (when applicable). In a consulting service, a resume' of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

DCFS being the pass through agency, will receive, review and submit to the federal government for Title IV-E federal monies, the invoices and supporting documentation that represents services provided to children in all states of the child in need of care proceedings.

See Exhibit A or Statement of Work

11) Effective Date: **July 1, 2019** 12) Termination Date: **June 30, 2022**

13) Maximum Contract Amount: **\$3,000,000.00**

14) Terms of Payment: If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate **RATE OR STANDARD OF PAYMENT**, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract. (Attach Exhibit B, if applicable)

Contractor shall bill quarterly, in arrears, for actual cost incurred for services rendered (provided). Supporting documentation of the costs incurred must accompany the form for reimbursement. Each quarterly invoice must be submitted by 15th of the month following the quarter of services. If necessary, supplemental invoices are allowed if they are submitted no later than the end of the month following the quarter of services. There should be no more than **12** supplemental invoices in any **12-month** period during the term of the contract.

The Contractor will expend funds in a manner consistent with the budget which is part of this contract and attached as Exhibit B. Providing that there is no change to the total contract amount, the contractor can reallocate funds in cost categories or add new cost categories only upon written approval of DCFS.

See Exhibit B – Budget

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: Child Welfare Manager of Designee
(Specific Person, Position or Section)

15) Special or Additional Provisions, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

- Maximum contract amount includes travel, which will be reimbursed in accordance with **State Travel Regulations PPM 49**
- Contract Extensions: *This subsection applies to contracts with less than a three-year term.*
If necessary, this contract may be extended for one or more periods of time not to exceed a total contract period of three (3) years or thirty-six (36) months.

16) If Corporation Profit or Non-Profit Let by RFP Advance Vendor Subrecipient

CFDA Title and Number Foster Care Title IV-E 93.658
Award Name, Number, Year Foster Care Title IV-E 2019-2022
Federal Agency Administration for Children and Families: Department of Health and Human Services
Federal Laws/Regulations 45 CFR 1355-1356



General Terms and Conditions

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

Contract Monitor

The Contract Monitor for this contract is Cassandra Johnson or Designee

Monitoring Plan: Contract agency shall develop a monitoring plan specific to the monitoring needs and performances measures of the Contract Party's project. During the term of this agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's Plan to ensure compliance with contract requirements.

Prohibition against Discrimination

The contractor agrees to abide by 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Confidentiality

Contractor shall abide by all laws and regulations concerning confidentiality, which safeguard information, and the patient/client confidentiality.

Audits, Inspection and Review of Records

Contractor grants to the Agency, the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the Agency the right to audit, inspect and review all books and records pertaining to services rendered under this contract and the right to conduct on-site monitoring..

Social Service Contractor also agrees to comply with federal and/or state regulations and laws requiring an audit based on one or more of the following criteria:

- (1) Any subrecipient contractor who expends \$750,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of 2 CFR Part 200 Subpart F Revised December 26, 2014. Regarding Audit Requirements for Federal Awards. Single audits shall be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The only exceptions to an annual audit are those exceptions as noted at 2 CFR Part 200.504 Subpart F.
- (2) Any subrecipient contractor who expends less than \$750,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.
- (3) Any subrecipient contractor who expends less than \$750,000 in federal funds from all sources and is not subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), then no audit is required.
- (4) Any subrecipient contractor who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement contracts, shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions are cited at Louisiana Administrative Code Title 34: V: 2203

Contractor subrecipient is required to obtain approval of its engagement letter from the Legislative Auditor's office. This engagement letter approval process should begin at least ninety (90) days prior to the end of the Contractor's fiscal year. Contractor subrecipient shall inform the Agency thirty (30) days prior to the close of their fiscal year by way of written notification of the type of engagement (single audit, program audit, compilation/attestation, etc.), the fiscal year end of the engagement and the projected total of federal and/or state fund expenditures. If the cost of the audit is to be recovered through this contract, a budget showing that portion of the audit cost allocated to each federal and/or state funded program, contract or grant should be attached. Subrecipient contractor should be aware that there may be limitations on audit costs charged to certain federal and/or state programs based on total funding and other considerations.

Upon completion of the audit engagement, two (2) copies of the completed report shall be forwarded to: Louisiana Department of Children and Family Services, c/o Office of Management and Finance, External Audit Section, P. O. Box 3927, Baton Rouge, LA 70821. This is in addition to any other required submissions imposed on the audit entity.

Record Retention and Inspection

Contractor agrees to retain all books, records, and other documents relevant to contract and funds expended thereunder for at least four (4) calendar years after final payment or for three (3) calendar years after audit issues or litigation have been resolved.

Assignment of Interest in the Contract

Contractor 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 Agency thereto, provided, however, that claims for money due or to become due to the Contractor from the Agency 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 State. 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 the assignment".

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and shall be identified under **Tax ID # 72-6000720-55** and **Louisiana Department of Revenue Acct # _____**

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue shall determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue and shall provide a tax clearance prior to approval of the contract.

Payments

It is agreed that in consideration for the goods delivered or services performed, the Agency shall make all checks payable to the order of Contractor in the amounts expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and shall be specified under "Special Provisions." It is further agreed that Contractor accepts payment made under the terms of the agreement in full for services delivered.

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. Contracts with individuals shall be exempt from this provision.

Notice of State Employment

This subsection is applicable only to contracts with individuals.

Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with the State of Louisiana and notify the contracting office of any additional state employment.

Property of the State

When applicable, upon completion of this contract or if terminated earlier, copies of all records, reports, worksheets or any other materials related to this contract shall be provided to the state upon request.

Subcontracts

Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Agency (which approval shall be attached to the original agreement). Any subcontracts approved by Agency shall be subject to conditions and provisions as the Agency may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however, that no provisions of this clause and no such approval by the Agency or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. Any subcontractor shall be required to sign the Subcontractor Debarment Certification Attachment, which shall become a part of this contract.

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 by Contractor, not provided for in this agreement, shall be allowed by Agency.

Amendments

Any amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the office which is a party to the contract and the Contractor, and approved by required authority of the Department, and, if the contract exceeds \$2,000.00 the Director of the Office of State Procurement, Division of Administration.

Set Off

In the event the Agency determines that certain costs, which have been reimbursed to Contractor pursuant to this, or previous agreements are not allowable, the Agency shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.

Background Checks

Contractors shall ensure that any staff or volunteer in a position of supervisory or disciplinary authority over children will have the appropriate background checks as required by Louisiana State Law (See R.S. 15:587.1).

Hold Harmless

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

INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract. *Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.* If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

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 Department; and, if contract exceeds \$2,000.00, the Director of the Office of State Procurement, Division of Administration, in accordance with LA R.S. 39:1595.1. It is the responsibility of the contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such 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.

Reports

If applicable, at least by the end of each 6-month period of the above mentioned contract, Contractor must submit to the Agency, a written report detailing the use of funds, progress toward meeting specific goals, measurable objectives, terms, results or conditions that can be achieved in the specific allocated time.

Environmental Tobacco Smoke

Provider will comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, either directly, or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The ACT does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The provider further agrees that the above language will be included in any sub-awards, which contain provisions for children's services, and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond specified termination date. The contractor shall be entitled to payment for work in progress, to the extent work has been performed satisfactorily.

Controversies

Any claim or controversy arising between the State and the Contractor shall be resolved pursuant to LA R.S. 39:1672.2-1672.4.

Force Majeure

The Contractor and the State of Louisiana shall be exempted from performance under the contract for any period that the Contractor or State of Louisiana is prevented from performing any services in whole or part as a result of an Act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or State of Louisiana has prudently and promptly acted to make any and all corrective steps that the Contractor or State of Louisiana can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination.

Governing Law

All activities associated with this contract shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to LA R.S. 39:1551-1755; executive orders; and standard terms and conditions.

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Headings

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contract.

Anti-Kickback Clause (Federal Clause)

Contractor agrees to adhere to the mandate dictated by the Copeland (Anti-Kickback) Act which provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up or forgo compensation.

Clean Air Act (Federal Clause)

Contractor agrees to adhere to the provisions, which require compliance with all applicable standards orders or requirements under Section 306 of the Clean Air Act, which prohibits the use under nonexempt Federal contracts, grants or loans included on the EPA list of Violating Facilities. This clause applies to contracts with federal funds.

Energy Policy and Conservation (Federal Clause)

Contractor recognizes the mandatory standards and policies relating to energy efficiency, which are contained in the conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). This clause applies to contracts with federal funds.

Clean Water Act (Federal Clause)

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. This clause applies to contracts with federal funds.

Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq.) (Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor shall immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the performance of the contract.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Transactions

1. The primary contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this department or agency;
 - (b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust laws relating to the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause of default.
2. Where the primary contractor is unable to certify to any of the statements in this certification, such contractor shall provide an explanation to this proposal.

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

Joseph C. Seyler 3/16/2020
Signature Date

Louisiana Mental Health Advocacy Service
Type Name of Contractor

Joseph C. Seyler, Director
Name/Title of Person Authorized to Sign Contract

STATE OF LOUISIANA
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Marketa Garner Walters, Secretary

Eric Horent 4/28/2020
Eric Horent, Undersecretary

DCFS Agency
Rhonda Hodnett 4/28/2020
Rhonda Hodnett, PhD., LCSW
Assistant Secretary

Division of Child Welfare

I. Background

In 2003, as part of the statewide Juvenile Justice Reform movement, the Louisiana Legislature (HCR 44) created a multi-disciplinary Task Force on Legal Representation in Child Protection Cases to "study systemic issues and concerns related to the provision of legal representation of abused and neglected children and their indigent parents in child protection cases and to make recommendations on how these services may be more effectively and efficiently provided and funded."

Prior to this reform, there were no standards for representation of children or parents in child protection cases, there were no qualifications for representing children or parents in these cases, and different organizations represented parents and children in these cases in each judicial district. The lack of standards, qualifications and coordination led to prolonged case times and inconsistent rulings across the state.

Following the 2003 Resolution, and for the next five years, representatives from the three branches of government, along with numerous public and private stakeholders, committed resources to develop a plan for systemic statewide reform of the existing deficient and decentralized efforts. This reform has been embraced by both the former and current administrations, supported by Supreme Court Rule, and guided by legislation enacted in five legislative sessions.

In 2006, after a successful 1-year pilot project, Act 271 created the Child Advocacy Program (within the Mental Health Advocacy Service (MHAS)) to provide for specialized representation of children in child protection cases. Act 95 of 2007 created the Indigent Parents' Representation Program (within the Louisiana Public Defender Board) to provide for the representation of indigent parents in child protection cases.

In 2009, the network of Legal Service Corporations ('LSC's') around the state joined the Task Force and, with the help of the Louisiana Bar Foundation, agreed to provide representation for children in child protection cases in those areas not covered by MHAS. In 2010, the Task Force fully implemented the new representation design statewide. The MHAS program currently provides attorneys in nineteen parishes to represent children in abuse and neglect cases. The MHAS attorneys are subject to the qualifications and standards as imposed by the Administrative Rules of the Louisiana Supreme Court—specifically Part J. SPECIAL RULES FOR CASES INVOLVING THE PROTECTION OF CHILDREN and the Louisiana Rules of Professional Conduct.

In 2018, the federal Administration for Children and Families office of the Children's Bureau updated the Child Welfare Policy Manual to allow Title IV-E agencies to be reimbursed for the administrative costs of legal representation for children and parents in child welfare cases. The policy revision allows the Title IV-E agency to claim administrative costs of independent legal representation by an attorney for a child who is a candidate for Title IV-E foster care or in foster

care and his/her parent to prepare for, and participate in, all stages of foster care legal proceedings, usually beginning with court hearings related to a child's removal from the home. These administrative costs of legal representation must be paid through the Title IV-E agency. This policy change is to ensure that, among other things, reasonable efforts are made to prevent removal and finalize the permanency plan; and parents and youth are engaged in and complying with case plans.

In order to facilitate the MHAS ability to submit their IV-E claims, DCFS will be the pass through agency and receive the claims of the MHAS and submit to the federal government for processing. This Contract sets out the responsibilities of DCFS and MHAS.

II. Liaison Officials

DCFS Officials

The primary point of contact who shall function as the lead liaison for processing of all IV-E claims as described in this Contract agreement is Melissa Maiello Kenyon, Child Welfare Manager 2, or designee, Department of Children and Family Services, 627 N 4th St., Baton Rouge, LA, 70802, melissa.maiello.dcf@la.gov, (225)342-4782.

The secondary point of contact who shall serve as secondary liaison for processing of all IV-E claims as described in this Contract agreement is Cassondra R. Johnson, Child Welfare Manager 1, or designee, Department of Children and Family Services, 627 N 4th St., Baton Rouge, LA, 70802, cassondra.johnson.dcf@la.gov, (225)342-5461.

MHAS Officials

The primary point of contact who shall function as the lead liaison for the submission of all IV-E claims as described in this Contract agreement is KATHY LYNN COOK, Deputy General Counsel, MHAS, 302 Dulles Drive, Room U-47, Lafayette, LA. 70506, kathy.cook@la.gov, 337-258-2529.

The secondary point of contact who shall serve as a secondary liaison for the submission of all IV-E claims as described in this Contract agreement is REBECCA MAY-RICKS, Attorney Supervisor, MHAS, 627 North Fourth Street, Suite 1-322, Baton Rouge, LA 70802, Rebecca.May-Ricks@la.gov, 225-819-7122.

III. Statement of Work/Responsibilities

DCFS

DCFS, being the pass through agency, will receive, review and submit to the federal government for Title IV-E federal monies, the invoices and supporting documentation of MHAS that represents the legal related services provided to children in all stages of the child in need of care

proceedings. DCFS will review the claims with supporting documentation and payment will be made within 60 days of receipt of funds received from the Administration for Children and Families (ACF).

DCFS will provide the Title IV-E state penetration rate. A title IV-E agency that uses a title IV-E foster care participation rate (sometimes called the eligibility, penetration or discount rate) as a cost allocation methodology must determine this rate by dividing the number of title IV-E foster care eligible children by the total number of children in foster care pursuant to the definition of foster care in 45 CFR 1355.20. The numerator is comprised of the total number of children in foster care determined to meet all title IV-E eligibility requirements. A title IV-E agency may also include in the numerator otherwise eligible children placed with relatives pending foster family home approval or licensure (for the lesser of the average time it takes to license a foster home or 12 months) and children moving from a facility that is not licensed to one that is for up to one month pursuant to section 472(i)(1) of the Act. The denominator is comprised of the total number children who are in foster care, including those that are title IV-E eligible and those that are not or have not yet been determined title IV-E eligible.

DCFS will provide the Title IV-E reasonable candidate rate. A candidate for foster care is a child who is at serious risk of removal from home as evidenced by the State agency either pursuing his/her removal from the home or making reasonable efforts to prevent such removal.

Three acceptable methods of documenting a child is a reasonable candidate include:

1. A defined case plan that clearly indicates that, absent effective preventative services, foster care is the planned arrangement for the child or
2. Evidence of court proceedings in relation to the removal of the child from the home, in the form of a petition to the court, a court order or a transcript of the court's proceedings, or
3. An eligibility determination form, which has been completed to establish the child's eligibility under title IV-E. Evidence of AFDC eligibility in and of itself is insufficient to establish a child's candidacy for foster care.

DCFS is the Single State Agency responsible for administering and supervising the Foster Care and Adoption Assistance programs under Title IV-E and the Child Welfare Program under Title IV-B and ensuring that costs claimed under Title IV-E are reasonable, necessary, and consistent with applicable Federal guidelines. DCFS maintains responsibility for assuring that the plan is administered in accordance with the Act and all final decisions rest with DCFS.

MHAS

MHAS recognizes that the policy change announced by the Children's Bureau was to ensure that, among other things: reasonable efforts are made to prevent removal and to finalize the permanency plan; and parents and youth are engaged in, and complying with, case plans.

MHAS will continue to provide legal representation to children in all stages of the child in need of care proceedings, in accordance with their 2018-19 Proposed Plan for Service Delivery, the Louisiana Children's Code and the Administrative Rules of the Louisiana Supreme Court. High quality legal representation may include regular communication with clients, thoroughly prepare

for and attend all court hearings and reviews, thoroughly prepare clients for court and debrief clients after hearings, communicate with collateral contacts (i.e. teachers, providers, etc.), work with client to identify helpful relatives for support, safety, and possible placement, and file motions and appeals to protect each client's rights.

Nothing in this contract shall be construed to create a legal relationship between DCFS and MHAS or attorney representing a child in a Child in Need of Care or Termination of Parental Rights case, or any entity or person working on behalf of an attorney representing a child in a Child in Need of Care or Termination of Parental Rights case or to bind individual attorneys, their employees, or their agents providing services to children to perform their duties to their clients in any particular manner or to give DCFS any authority to govern, supervise, or monitor their work.

MHAS will submit the invoices and supporting documentation to DCFS for claims under Title IV-E for the administrative costs for the attorneys providing legal representation to a Title IV-E eligible child who is a candidate for Title IV-E foster care or a Title IV-E eligible child in foster care. Supporting documentation will include a payroll registry and summary by position reflecting payment of the wage and fringe expense detail for the period and bank statement and/or payroll checks evidencing incurred salary and fringe paid costs, as well as a breakdown of the percentage of children served that are in home or in foster care.

MHAS understands that the Title IV-E reimbursement claims will be submitted to DCFS within 30 days of the end of each federal fiscal year quarter.

MHAS agrees to retain all documentation relevant to this contract, and funds expended hereunder, for at least four (4) years after final payment or as described in 45 CFR 74:53(b), whichever is longest.

DCFS and MHAS

DCFS and MHAS understand that the federal government will provide reimbursement for the administrative costs of providing representation for children based on the State of Louisiana's proportion of foster children eligible for Title IV-E, also referred to as the state penetration rate, for those clients in foster care.

DCFS and MHAS understand that Title IV-E federal reimbursement claims, as provided for in this contract, are also based on the federal financial participation (FFP) rate of 50% for administrative expenditures necessary for the proper and efficient administration of the Title IV-E plan.

IV. Dispute Resolution

The MHAS understands that DCFS is the Single State Agency responsible for supervising the administration of the Title IV-E state Plan and the interpretation of Title IV-E Federal regulations. MHAS also agrees that DCFS is authorized to make decisions regarding the claims

for reimbursement of Title IV-E administrative costs and proper procedures for assuring that the plan is administered in accordance with the Act.

In the event of a disagreement between DCFS and MHAS regarding expenditure reports for the federal share of costs incurred in support of Title IV-E, procedures for the readjustment of claims and reimbursement in the case of claims found not to qualify for Federal funds will apply. These procedures are as follows: DCFS will notify, in writing, of any expenditure deemed unnecessary, unreasonable, and/or inconsistent with applicable Federal guidelines under Title IV-E. This written notification will explain any changes to expenditures invoiced and provide reasons why any changes were made. DCFS will reimburse expenses that DCFS deems are allowable activities in support of Title IV-E. If there is a disagreement with the final invoice, then notification in writing of the disagreement must be sent to DCFS. At that time, DCFS will reconsider the invoice and follow up, in writing, regarding the final decision. If there remains disagreement between DCFS and MHAS, both DCFS and MHAS agree to submit the issue to and abide by the decision of the Administration of Children and Families, Children's Bureau, Region 6, Dallas.

V. Interagency Claiming Overview

In 2019, the Administration for Children and Families (ACF) released additional program guidance related to the Title IV-E program. This guidance included below, now clarifies the allowableness of independent legal representation costs related to certain DCFS clients.

Question: May a title IV-E agency claim title IV-E administrative costs for attorneys to provide legal representation for the title IV-E agency, a candidate for title IV-E foster care or a title IV-E eligible child in foster care and the child's parents to prepare for and participate in all stages of foster care related legal proceedings?

Answer: Yes. The statute at section 474(a)(3) of the Act and regulations at 45 CFR 1356.60(c) specify that Federal financial participation (FFP) is available at the rate of 50% for administrative expenditures necessary for the proper and efficient administration of the title IV-E plan. The title IV-E agency's representation in judicial determinations continues to be an allowable administrative cost. Previous policy prohibited the agency from claiming title IV-E administrative costs for legal services provided by an attorney representing a child or parent. This policy is revised to allow the title IV-E agency to claim title IV-E administrative costs of independent legal representation by an attorney for a child who is a candidate for title IV-E foster care or in foster care and his/her parent to prepare for and participate in all stages of foster care legal proceedings, such as court hearings related to a child's removal from the home. These administrative costs of legal representation must be paid through the title IV-E agency. This change in policy will ensure that, among other things: reasonable efforts are made to prevent removal and finalize the permanency plan; and parents and youth are engaged in and complying with case plans.

Source/Date
1/7/2019

Legal and Related References
45 CFR 1356.60(c), section 474(a)(3)

Following the publication of this program guidance, DCFS conducted a review of related child and parent attorney costs in the State of Louisiana. Contracts were established, with DCFS being the pass through agency and the below entities to support Title IV-E claiming for these legal representation costs.

1. Louisiana Executive Department – Public Defender Board
2. Louisiana Executive Department – Mental Health Advocacy Service
3. Louisiana Supreme Court – Louisiana Bar Foundation

VI. Overview of Cost

The costs claimed as part of this organization is described below.

Louisiana Executive Department – Mental Health Advocacy Service

Costs claims include the salaries and fringe benefits for Mental Health Advocacy Service attorneys, and their support staff, that only represent children involved in Child in Need of Care, Termination of Parental Rights and Adoption proceedings. Only staff solely supporting Child in Need of Care clients' legal casework are included in these cost claims. MHAS Attorneys that represent non CINC clients, either exclusively or in addition to CINC clients, are not included in these cost claims. Indirect costs related to CINC representation are not included as part of these cost claims.

VII. Allocation Methodologies

DCFS and MHAS agree that the administrative claim shall be allocated based on a determination of both candidacy for foster care and application of the percentage of Title IV-E eligible children (saturation/penetration rate) currently being served in the DCFS' foster care program.

Saturation/Penetration rate can be calculated as follows:

Number of IV-E FC children/candidates divided by Total number of Foster Care children.

Example: $400 / 1000 = 40\%$

Each of these entities provides quarterly information on the number of children represented in the preceding quarter. This is the basis for the allocation method of their corresponding salaries and fringe benefits.

In Home Pre-Removal legal proceedings are first allocated via the DCFS Title IV-E Candidate penetration rate and then secondarily allocated via the DCFS Title IV-E Foster Care penetration rate. Foster Care Removal and Post Removal Foster Care legal proceedings are allocated via the DCFS Title IV-E Foster Care penetration rate.

Example of Foster Care removal and Post removal legal proceeding allocations: Total cost-\$100,000.00 / Penetration rate-40% / Federal Financial Participation rate-50%

a) Calculate the total cost of representing foster children and their parents.

b) Multiply (a) by the State's Title IV-E penetration rate for foster care.

c) Multiply (b) by the FFP rate of 50%.

Agency XYZ spends \$100,000 in one quarter for legal representation of foster children and their parents. 40% of the State's foster children are eligible for Title IV-E reimbursements.

Thus, the amount of available federal foster care matching funds for parent and child legal representation in Agency XYZ can be calculated as: $\$100,000 \times .40 \times .50 = \$20,000$.

VII: Terms of Payment

DCFS agrees to reimburse the MHAS, as requests for reimbursement are presented for payment, provided there is sufficient Title IV-E funding authority against which to process presented claims and provided said funds are being reimbursed to DCFS by the Federal government. To be eligible for reimbursement, all costs must be reasonable, allowable, properly allocated for support of the Title IV-E program and shall not exceed the contract total as set forth in this agreement. The total reimbursement shall be no more than \$1,000,000 for Year 1- SFY 2020; no more than \$1,000,000 for Year 2 - SFY 2021; and no more than \$1,000,000 for Year 3 – SFY 2022. A direct or administrative claim is not eligible for reimbursement if the basis of the claim has funding from any other Federal source. All claims under this contract can only be made for the period this contract is in effect. DCFS shall reimburse only be for actual costs. The reimbursement shall be limited to the Federal Financial Participation MHAS portion of the total invoice.

IV-E Reimbursements will be accomplished through an Interagency Transfer from DCFS to MHAS.

In the event of a reduction of federal funds, MHAS agrees to accept a pro-rated reduction for those costs affected by such funding reductions.

MHAS shall submit requests for payment, which identify eligible costs, on forms prescribed by DCFS.

MHAS shall be obligated to submit final invoices to DCFS within fifteen (15) days after termination of this agreement. MHAS is financially responsible for the non-Federal matching share of the Title IV-E eligible expenditures and shall maintain documentation on the source and amount of its matching funds as evidence of compliance.

MHAS agrees to reimburse DCFS for any federal funding recouped by the federal government as a result of federal audits, legislative audits, program reviews, etc. within 30 days of written demand. Such reimbursement will be in an amount determined by the same formula used by the federal and state government to calculate any disallowance resulting from such audits, program review, etc. If MHAS fails to repay DCFS within 45 days, DCFS has the right to terminate the contract.

As a sub-recipient of Title IV-E funds, MHAS will provide DCFS with a copy of its annual single audit report as DCFS is the pass-through entity.

MHAS must notify DCFS immediately if MHAS believes it has received an overpayment or other erroneous or improper payment and shall promptly return the full amount of the improper or erroneous payment to DCFS.

As a sub-recipient of Title IV-E funds, MHAS will provide DCFS with a copy of its annual single audit report as DCFS is the pass-through entity.

VIII. Confidentiality Statement

DCFS and MHAS shall abide by the Federal and State laws and regulations concerning confidentiality, which safeguard information, and the participant's confidentiality including Children's Code Art. 412, LA. R.S. 46:56, the Louisiana Rules of Professional Conduct and any other pertinent citations to state law or regulations. All parties shall further abide by all Federal and State laws and regulations as it relates to data sharing of pertinent information for performance, accountability, and program evaluation purposes.

IX. Modifications or Amendments

Any alterations, variations, modifications or waiver of provisions of this contract shall be valid only when reduced in writing, duly signed by both parties and attached to the original of this contract. Any amendment to this contract shall not be valid until it has been executed by the Secretary of DCFS and the Director for the MHAS.

X. Term of Contract

The effective date of this contract is July 1, 2019, and the termination date is June 30, 2022.

XI. Termination

Both parties agree to give at least thirty (30) days written notice to the other if it becomes necessary to terminate this contract. The contract can be immediately terminated by either party if it is determined by either of the signers of this contract that any provision of this contract cannot be fulfilled due to legal or regulatory reasons.

Terms of Payment

Exhibit B - Budget

DCFS agrees to reimburse the MHAS, as requests for reimbursement are presented for payment, provided there is sufficient Title IV-E funding authority against which to process presented claims and provided said funds are being reimbursed to DCFS by the Federal government. To be eligible for reimbursement, all costs must be reasonable, allowable, properly allocated for support of the Title IV-E program and shall not exceed the contract total as set forth in this agreement. The total reimbursement shall be no more than \$1,000,000 for Year 1- SFY 2020; no more than \$1,000,000 for Year 2 - SFY 2021; and no more than \$1,000,000 for Year 3 – SFY 2022. A direct or administrative claim is not eligible for reimbursement if the basis of the claim has funding from any other Federal source. All claims under this contract can only be made for the period this contract is in effect. DCFS shall reimburse only be for actual costs. The reimbursement shall be limited to the Federal Financial Participation MHAS portion of the total invoice.

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MHAS agrees to reimburse DCFS for any federal funding recouped by the federal government as a result of federal audits, legislative audits, program reviews, etc. within 30 days of written demand. Such reimbursement will be in an amount determined by the same formula used by the federal and state government to calculate any disallowance resulting from such audits, program review, etc. If MHAS fails to repay DCFS within 45 days, DCFS has the right to terminate the contract.

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