

K22-1227

SOCIAL SERVICES CONTRACT**CONTRACT BETWEEN
LOUISIANA DPS&C/YOUTH SERVICES (YS)
AND**

Contractor Name: City of New Orleans Department of Human Services Youth Study Center	Contractor Address: 1100 Milton Street New Orleans, LA 70122	Federal Tax ID Number: 72-6000969
Beginning Date: November 1, 2022	Ending Date: October 31, 2023	Maximum Contract: Amount:\$ 75,000.00

Contract #: _____

THIS CONTRACT is made and entered into by and between the **State of Louisiana, Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (hereinafter referred to as YS or the State)** and City of New Orleans Department of Human Services Youth Study Center, hereinafter referred to as "Contractor".

This contract contains or has attached hereto all the terms and conditions agreed upon by the contracting parties. In consideration of the mutual promises contained herein, the parties hereto agree and bind themselves and their successors as follows:

SECTION I. SCOPE OF SERVICES:

1) Program Name: New Orleans Juvenile Justice Intervention Center	2) Type of Program: Alternatives to Detention
3) Physical Address: 1100 Milton Street New Orleans, LA 70122	4) Mailing Address: 1100 Milton Street New Orleans, LA 70122
5) Telephone Number: 504-658-3431	6) Fax Number: 504-658-3425

Contractor will provide an Alternatives to Detention (ATD) program. An Alternatives to Detention Program reduces the reliance on detention and out-of-home placements by providing supports for youth in his/her home and communities such as supervised release programs, court notification programs, day and evening reporting centers, and other community-based innovations. ATD's target youth at moderate/high risk to offend and not appear in court during the pendency of their court case. A validated and standardized Detention Screening Instrument (DSI) will be utilized to help classify youth for appropriate levels/types of supervision.

The contractor shall be allocated a daily census of approximately 10 slots in the program in Orleans Parish.

Specific referral/admission criteria:

Youth that are at risk of detention and out-of-home placements.

Specific exclusions from referral/admission:

The contractor shall accept all appropriate referrals.

Specific goals, objectives and deliverables

- To provide for the safety and well-being of the youth, program staff and community.

- To expand evidence based, or research informed or promising practice for Alternatives to Detention (ATD) for the purpose of reducing over reliance on detention and out-of-home placements by providing supports for youth in his/her home and communities
- To provide services aimed at promoting social and emotional adjustment, enhancing life skills and independent living skills; and eliminating destructive behavioral patterns.
- To provide services, when appropriate, to the youth in order to facilitate public safety while assuring the youth will stay in the community.

Performance Measures

Contractor shall track information for the performance measures listed below. The following information shall be reported monthly in accordance with the YS, OJJ Standard Operating Procedures for Non-Secure Care.

1. Number and percent of youth who successfully complete the program.
2. Number and percent of youth who have family participation in working toward alternatives to detention goals.
3. Number and percent of youth who demonstrate progress toward goals set forth in the alternatives to detention plan as evidenced by the quarterly progress report.
4. Number and percent of the youth who demonstrate improvement in domain scores of the Casey Life Skills Independent Living program as evidenced by an increase from pre-test to post-test scores on the Ansell-Casey Life Skills Assessment Instrument (Available free at www.caseylifeskills.com).
5. Number and percent of youth and families who report benefiting from the program as evidenced by annual satisfaction surveys.
6. Number and percent of Staff who participate in professional development trainings.

Outcome Measures

The contractor shall track information for the outcome measures listed below. The following information shall be reported monthly in accordance with the YS, OJJ Standard Operating Procedures for Non-Secure Care:

1. Number and percent of youth who demonstrate increased knowledge of pro-social behaviors/attitudes as evidenced by pre and post testing utilizing the TCU – Criminal Thinking Scales (free online at <http://ibr.tcu.edu/forms/criminal-thinking-scales-cts/>).
2. Number and percent of youth who did not receive a new adjudication while enrolled in the program.
3. Number and percent of youth served who do not reenter the Juvenile Justice System for 6, 12 and 18 months after completion of program (tracked by YS).
4. Number and percent of youth who entered the custody of YS while enrolled in the program. (tracked by YS)
5. Number and percent of youth who transferred to a more restrictive setting prior to program completion (tracked by YS).
6. Number and percent of youth transferred to a similar setting prior to program completion (tracked by YS).

1.1 STATEMENT OF WORK

Youth will receive the following direct services:

SERVICE PROVIDED	STAFF POSITION PROVIDING SERVICE	FREQUENCY
Youth Orientation	Contractor Staff	Within 24 hours of intake
Development of Individualized Intervention Plan (IIP)/individualized treatment plan (ITP)	Multidisciplinary Team (minimum of provider staff, family, child and Mental Health Professional, Community Provider enrolled in the Bayou Health Plans and Probation as applicable)	Within 14 calendar days of intake

Review & Modification of ITP/IIP	Contractor Staff	Monthly review; revision as needed
Detention Screening Instrument (DSI)	Trained Staff	Prior to placement in Detention
IITP/IIP update/Multidisciplinary Team Meetings	Multidisciplinary Team (minimum of Mental Health Professional, Probation, provider staff, family, child)	Minimum every 90 calendar days
Incident Reports	Staff	Verbal report given to PPO or Duty Officer within 1 hour of Program Staff being notified; Written report submitted within 24 hours
Additional Program Requirements:		
Texas Christian University (TCU) Behavior Thinking Scales assessment (http://ibr.tcu.edu/forms/criminal-thinking-scales-cts/)	Staff	At intake and upon discharge
Ansel-Casey Life Skills assessment	Staff	At intake and upon discharge
Professional Development Training	Staff, YS	When offered
Satisfaction Surveys	Youth, families, staff	Upon program completion or at least annually
Monthly Provider Status Report	Contractor Staff	Monthly
Quarterly Progress Report	Multidisciplinary Team	Quarterly
Youth Orientation	Staff	Upon intake
Case management services	Staff	As indicated by ITP
Monitor school attendance	Staff	As indicated by ITP
Risk Assessments	Staff	As indicated by ITP
Social Service Agency Referrals	Staff	As indicated by ITP

Services listed above cannot be changed without amendment.

Unauthorized deviations from this plan or the OJJ SOP for Contract Providers (<https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf>) will constitute a breach of contract.

Contractor agrees to maintain staffing levels, facility and equipment to deliver the services agreed upon on a continuous basis throughout the contract period to meet the needs of youth.

1.1.1. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work.

1.1.2. MONITORING PLAN

The Regional Program Specialist or their designee is the Contract Performance Coordinator for this contract and is responsible for the monitoring and liaison functions, reviewing reports and other indicia of performance. The Regional Program Specialist will be primarily responsible for the day-to-day contact with the contractor.

The contractor shall participate in periodic program evaluations that are designed to ascertain how closely the treatment services adhere to the known principles of effective intervention.

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in this contract and all other applicable standards in accordance with YS Policies. YS will conduct regular monitoring/site visits, pursuant to the Program Risk Rating of Low Risk for non-residential facilities. Low Risk Programs shall be monitored quarterly. The assigned contract monitor shall verbally notify the provider of any deficiencies noted in the contract monitoring tool prior to leaving the program, and follow-up in writing within ten (10) working days of the verbal notification. Notification shall include a deadline to address deficiencies and the date of the follow-up site visit.

If the provider fails to adequately address the noted deficiencies within the allotted timeframe, the assigned contract monitor shall notify the CBS Program Manager, and advise the provider to submit a written plan of action within five (5) working days.

The CBS Program Manager shall report continued non-compliance to the Undersecretary and General Counsel to determine the appropriate sanction, as outlined in the Standard Operating Procedures, YS policy A.4.2., and may include removal of youth and termination of the contract.

Reporting

The Program's performance and outcome measures shall be reported to the regional program specialist/contract monitor by the 10th of each month following the date of service in a format provided by YS. Additionally, the contractor shall submit a written annual report that reflects the overall performance and outcome measures identified above.

1.1.3. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and YS has accepted all deliverables specified in the Statement of Work.

1.1.4. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.1.5. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

The terms of this contract is **November 1, 2022** and continues through **October 31, 2023**.

This contract is not effective until approved by the Director of the Office State Procurement in accordance with La. R.S. 39: 1595-1595.1 if applicable.

It is the responsibility of the contractor to advise YS in advance if contract funds or contract terms may be insufficient to complete contract objectives.

Contractor agrees to abide by all relevant and applicable laws and YS policies (as they now exist or as they may be amended). If Contractor provides sufficient justification that an amended YS policy substantially changes the contract, substantially increases the workload, or significantly impacts contractual monetary provisions, Contractor shall have an opportunity to appeal those YS policy changes as provided in Section I (5). Copies of all applicable YS policies will be made available to the Contractor.

2.2 STATE FURNISHED RESOURCES

State shall appoint a Project Coordinator for this Contract identified in Section 1.1.2 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be said Contractor's obligation. Contractor's federal tax identification number is 72-6000969.

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue must 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 prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

The Contractor shall bill YS at the all-inclusive rate of \$ 6,250.00 per month not to exceed \$ 75,000.00. This rate is inclusive of all reimbursable expenses. The Contractor shall only invoice YS for the actual number of youth in the program.

Contractor shall submit monthly invoices to YS by the 10th of each month for actual units provided during the preceding calendar month. All invoices must be submitted on YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of each month, YS may not be responsible for payment thereof under this contract or in quantum merit.

If there are no discrepancies, YS will make every reasonable effort to issue payment for services provided within fifteen (15) calendar days after approval of the invoice by the YS Undersecretary or his/her designee. Payment will be based on actual units of service provided. YS shall not be responsible for the cost of services that are not included in the fixed amount unless prior written authorization has been obtained from YS.

YS bears no obligation to reimburse the Contractor for slots in excess of the number of treatment slots stated in the contract unless specific written authorization for placement is granted by the Contract Performance Coordinator.

Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) business days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) business days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under this contract or previous contracts from amounts due to the Contractor. YS reserves the right to reduce the contractor's invoice if the services provided during the invoiced month have not been

provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will not be made unless contractor provides services in a timely manner to the reasonable satisfaction of YS.

4 DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 CONTRACTOR LIABILITY

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

5.2 FORCE MAJEURE

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

5.3 INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

5.4 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

5.5 LIMITATIONS OF LIABILITY

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

5.6 OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

6 CONTRACT CONTROVERSIES

Any dispute that is not resolved by agreement between the Contractor and the Contract Performance Coordinator shall be decided by the Deputy Undersecretary or his/her designee through informal dispute resolution. The Contractor shall be furnished a copy of the final decision of Deputy Undersecretary or his/her designee. Within thirty (30) days from the date of mailing of the decision, the Contractor may submit a written Request for Review to the Deputy Secretary. The Contractor shall be afforded the opportunity to be heard and present evidence in support of his Request for Review. The final decision of the Deputy Secretary or his designee concludes YS' review of the dispute.

The Contractor may then pursue resolution of any claim or controversy arising out of the contract according to the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

7 FUND USE

Contractor agrees not to use contract proceeds 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 Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by YS and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to YS. The identification of all such confidential data and information as well as YS's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by YS in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by YS to be adequate for the protection of YS's confidential information, such methods and procedures may be used, with the written consent of YS, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

9 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable and amended: Title VI and Title VII of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, Federal

Executive Order 11246, the Federal Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Fair Housing Act of 1968, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees 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, disability, or age in any matter relating to employment. 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.

10 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) calendar 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.

11 INDEPENDENT ASSURANCES

Not Applicable for this solicitation.

12 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 this contract.

13 CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B) (3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

14 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

SECTION II. SPECIAL PROVISIONS

A. Confidentiality/Records

Contractor agrees to adhere to confidentiality requirements as provided in La. Ch. C. Art. 412 and LSA-R.S. 15:574.12 to prevent the unauthorized use or disclosure of any information obtained as a result of work pursuant to this contract. Such confidentiality protections apply regardless of the form in which the information exists.

Contractor further acknowledges that such confidential information is the property of YS and Contractor shall, upon demand by YS, turn over any and all files and information pertaining to youth served in this program.

B. Nationally Recognized Performance Based Standards

Where standards or accreditation are available, contractor must comply with nationally recognized performance based standards or with the accrediting bodies. If such compliance or accreditation has not been obtained prior to the signing of the contract, Contractor agrees to enter into candidate status and earn such accreditation within twelve (12) months after signing of the contract. Failure to achieve accreditation may result in the cancellation of the contract. Upon achieving accreditation, the Contractor must continue to conform to the standards for the term of the contract.

C. Access to Facility

YS staff shall have access to youth on or off the Contractor's premises at any time. YS officials or their designees may access and inspect the Contractor's premises at any time. Access and inspection includes, but is not limited to, youth, staff, the entire facility, and all books and records related to the operation of the facility.

D. Licenses, Certificates, Inspections

Contractor is required to comply with all applicable sanitary, health and fire codes, laws and regulations, and standards required for care of youth and must demonstrate such compliance by submitting annual licenses, certificates and inspection reports to Contract Performance Coordinator no later than thirty (30) days after renewal. Loss of license will result in penalties

equal to the per diem for each day the license is revoked or suspended, or may result in immediate termination of the contract and/or removal of youth from the program. YS may remove youth from the program. YS has available to it all rights and remedies afforded under Louisiana law for breach of contract if the Contractor is unable to provide the required services due to failure to obtain required certificates or inspections.

E. Staff Vacancies

All staff vacancies shall be filled as soon as possible but no later than thirty (30) days after the vacancy occurs. Vacancies exceeding the time as established by this clause shall subject the Contractor to penalties in an amount equal to the salaries of the vacant positions for the number of vacant days. Vacancies of professional staff shall not be considered filled unless the incumbent possesses all requisite qualifications as stated in this contract and in YS policy.

F. Additional Program Requirements

In the event that the Contractor has knowledge of or cause to suspect abuse or neglect of a youth under YS custody, the Contractor shall provide written notification to YS, the Department of Social Services, Office of Community Services, and the local law enforcement agency, in addition to complying with the Child Abuse Reporting and Investigation requirements of Children's Code Articles 609 *et seq.*

Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, YS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within YS Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements", YS will conduct announced or unannounced, compliant monitoring to include "on-site" monitoring. Contractor will also work with the Office of Juvenile Justice PREA Coordinator in scheduling audits in accordance with the agency audit cycle established by YS. Failure to comply with PREA, including PREA Standards and US Policies, or to pass the PREA audit after any corrective action period may result in termination of the contract.

Contractor is required to comply with all applicable provisions of the Louisiana Children's Code.

SECTION III. STANDARD PROVISIONS

A. GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this contract shall be in the Nineteenth Judicial Court, Parish of East Baton Rouge, State of Louisiana.

B. CODE OF ETHICS

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

C. AVAILABILITY OF FUNDS

Contractor understands and agrees that this contract is subject to and conditioned upon the availability and appropriation of federal and/or state funds and that no liability or obligation for payment will develop between the parties until this contract has been approved by the Director of the Office of State Procurement, Division of Administration.

The continuation of this contract is contingent upon the appropriation of funds by the legislature to YS to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract, the contract shall terminate on the date of the beginning of the first fiscal year that funds are not appropriated. If a lawful gubernatorial order is issued in or for any given fiscal year during the term of this contract that reduces the funds appropriated in amounts sufficient to preclude making the payments set out herein, the contract shall terminate on the date said funds are no longer available or the contract may be renegotiated to reflect the reduced funds. YS shall not be liable if either of these incidents or any similar incident having the same effect occurs.

D. ALTERATIONS/AMENDMENTS

Any alteration, variation, modification, waiver of provisions and or amendment to this contract shall be valid only when they have been reduced to writing, duly signed by both parties and when required, approved by the Director of the Office of State Procurement and attached to the original of this contract.

E. NONASSIGNABILITY

Contractor shall not assign any interest in the contract by assignment, transfer or novation, without the prior written consent of YS. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to YS.

F. RIGHT TO INSPECT/AUDIT

Contractor agrees that the Legislative Auditor of the State of Louisiana and/or the office of the Governor, Division of Administration auditors, the Inspector General's Office, and /or Youth Services shall have the right to inspect, review, and/or audit all accounts, books, and records which relate to this contract. Contractor is expected to comply with federal and/or state laws requiring an audit of Contractor's operation as a whole or of specific program activities. This option to audit shall remain in effect for five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

If an audit is performed within the contract period for any reason, a copy of the audit report shall be sent to YS within thirty (30) days of the completion of the audit.

Upon the request of YS and at the Contractor's cost, the Contractor shall have ten (10) business days to provide YS with any such information that YS requests for the purpose of determining the validity of the per diem amount or unit cost, either retrospectively or prospectively. YS reserves the right to audit and review any and all of the Contractor's records related to this contract or the performance of the services contracted for herein.

G. RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least five years after completion or termination of this contract.

H. NOTIFICATION OF STATE EMPLOYMENT

Should contractor or any of its employees become a classified or unclassified employee of the State of Louisiana during the effective period of this contract, Contractor or its employees must notify the appointing authority of the state agency that has employed him of any existing contract with the State of Louisiana. YS reserves the right to cancel the contract if a conflict of interest or a violation of state law occurs as a result of such employment.

I. PROHIBITION OF POLITICAL 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 of any political subdivision. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law under consideration by the legislature or any local governing authority of any political subdivision.

J. SUBCONTRACTS

Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of YS. Any subcontracts approved by YS shall be subject to all the conditions of this contract. No provisions of this clause and no such approval by YS of any subcontract shall be deemed in any event or manner to create on the part of YS any obligation of YS beyond those specifically set forth herein. No subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. The contractor will be the single point of contact for all subcontractor work.

K. SANCTIONS

YS may impose sanctions if the contractor fails to adhere to the provisions of the contract or Standard Operating Procedure for Contract Providers available on request and online at www.ojj.la.gov either intentionally or through gross negligence. Monetary sanctions shall not exceed three percent of the gross monthly billing. One sanction may be levied for each individual violation. These sanctions shall be issued by the Agency Deputy Secretary, or designee.

These graduated sanctions are intended to create a positive change of compliance and not intended to cause any negative or detrimental effect on the services available to youth.

Graduated sanctions shall include:

1. Monetary sanctions (up to a 3% reduction of monthly payment)
2. 15 % reduction in the number of program slots
3. Moratorium on referrals
4. Termination of contract

L. TERMINATION

YS 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 YS 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 of failure 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 YS 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 under Louisiana law to terminate for cause upon the failure of YS to comply with the terms and conditions of this contract, provided that the Contractor shall give YS written notice specifying YS' failure and a reasonable opportunity for YS to cure the defect.

Either party may terminate this contract for convenience at any time by giving thirty (30) days written notice to the other party. The Contractor shall be entitled to payment for deliverables in progress, to the extent that the services have been provided to the reasonable satisfaction of YS. YS has the right to cancel this contract with less than thirty (30) days' notice due to budgetary reductions or changes in funding priorities of the State as stated herein. Upon completion or termination of this contract YS reserves the right to request copies of any records, reports or any other materials related to this contract or any portion thereof.

M. CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

N. CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

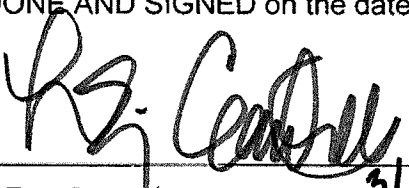
O. ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

P. ENTIRE AGREEMENT, ORDER OF PRECEDENCE & SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

THUS DONE AND SIGNED on the date(s) noted below:



Mayor LaToya Cantrell
City of New Orleans

3/1/23

William A. Sommers
Deputy Secretary
Youth Services

AND LEGALITY APPROVED:



Law Department, City of New Orleans

DATE

DATE

WITNESS

WITNESS