

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT (*line item appropriations*)

THIS COOPERATIVE ENDEAVOR, made and entered into this 1st day of July 2008 by and between Department of Justice of the State of the State of Louisiana, hereinafter referred to as “State,” and/or “Agency” and Prevent Child Abuse Louisiana officially domiciled at 733 E. Airport, Suite 101, Baton Rouge, LA hereinafter referred to as “Contracting Party”.

**ARTICLE I**

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, Act 19 of the 2008 Regular Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 18 contains a line item appropriation within the Agency’s budget for the benefit of the Administrative Program for Prevent Child Abuse Louisiana of which the sum of ONE HUNDRED TWENTY-FIVE THOUSAND & NO/100 \$125,000 DOLLARS has been allocated for this project, as set forth in Attachment A Plan, which is attached to this agreement and made a part hereof;

1.3 WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as:  
*Prevent Child Abuse Louisiana, the Attorney General’s office, and Cox Communications have created a state-wide network to respond to the high demand for internet safety education. Cox Communications brings national partnerships with The Center for Missing and Exploited Children and NetSmartz, two leaders in internet safety.*

*We are continuing to build on the Attorney General’s efforts to foster local teams of law enforcement officers and add to these teams with trained staff and volunteers in every region of the state for a significantly increased number of presenters on internet safety. Parents, teachers, students, and other residents interested in internet safety have a state-wide 800 number (already in operation by PCA Louisiana—1-800-CHILDREN) to request presentations. These requests will be answered with a significantly higher and quicker response rate. In addition, youth are being engaged to act as internet safety mentors in their homes and schools.*

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with the governor’s Executive Order BJ 2008-30 on accountability for line item appropriations; and is attached to this agreement and made a part hereof by reference as “Attachment E”.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE II**  
**SCOPE OF SERVICES**

2.1 The Contracting Party shall:

- A. *Continue in partnership with the Louisiana Attorney General's office and other private and public entities, a state-wide network to meet the extremely high demand for Internet Safety education.*
- B. *Utilize created network to maintain the number of Internet Safety Education presentations to reach approximately 20,000 citizens and law enforcement officers.*
- C. *Foster high school to middle school mentorships on Internet Safety awareness*

Deliverables:

A *Mobile and responsive teams are organized and active in each region of the state; Continuing education training opportunities are available*

- 1) *Sustain database of law enforcement personnel currently trained; identify regional gaps and organize trainings for those regions*
- 2) *Sustain teams in each region with PCA LA staff and volunteers to work with law enforcement for trainings*

B *Approximately 20,000 citizens will be trained in Internet Safety*

- 1) *Promote 1-800-CHILDREN as support line for parents, schools, and churches for information on Internet Safety and to request trainings*
- 2) *Respond to all training requests*

C *Measures need to be determined by leadership team; Evaluations to measure effectiveness of mentorship program based on best practices will be implemented*

- 1) *Continue work with participants of the Internet Safety Teen Summit for mentorship programs; work with leadership youth group to sustain mentorship program*

Contracting Party will provide to State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this agreement and (*monthly or quarterly*) **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of appropriated funds. **Attachment C Progress Report** and **Attachment D Cost Report** are attached to this agreement and made a part thereof by reference.

**2.3 Budget:** The **Budget** for this project is incorporated herein as "**Attachment B**" which is attached hereto and made a part hereof by reference and shows the anticipated expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of ONE HUNDRED TWENTY-FIVE THOUSAND & NO/100 \$125,000 DOLLARS which sum shall be inclusive of all costs or expenses to be paid by State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated for this project by State. No state funds shall be paid for any one phase of this agreement that exceeds the categories shown on the **Budget** attached as "Attachment B", without the prior approval of State.

**ARTICLE III**  
**CONTRACT MONITOR**

**3.1** The Contract Monitor for this contract is Mike Johnson, Deputy Director High Technology Crimes Unit, Louisiana Attorney General's Office

**3.2** **Monitoring Plan:** 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 Contracting Party's compliance with contract requirements.

The Contract Monitor shall also review and analyze the Contracting Party's written **Progress Reports** and **Cost Reports** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this contract to determine the progress made;
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures detailed in **Cost Reports** are in compliance with the approved **Budget**. Contract Monitor shall coordinate with agency's fiscal office for disbursement(s) to Contracting Party and shall contact Contracting Party for further details, information or documentation when necessary.

Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

**ARTICLE IV**  
**PAYMENT TERMS**

**4.1** The Contracting Party shall provide services that are reasonable and satisfactory to the State. In consideration of the services described above, State hereby agrees to pay the Contracting Party the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00). Payment will be made only on approval of the Contract Monitor. (Quarterly) **Cost Reports** certifying expenses have been incurred shall be submitted to the State. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by Contracting Party, and shall be subject to audit, as hereinafter stated.

**4.2** Travel expenses, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Copies of invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses should be provided or attached to Cost Reports.

4.3 Disbursements under this agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2008 through December 31, 2009, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of funds and upon the approval of this agreement by the Office of Contractual Review.

4.4 Payment will be made only on approval of Mike Johnson, Deputy Director, High Technology Crimes Unit, Louisiana Attorney General's Office.

Payments are scheduled as follows:

*One full sum payment of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000) to be paid upon approval of this Cooperative Endeavor Agreement by Mike Johnson, Deputy Director, High Technology Crimes Unit, Louisiana Attorney General's Office.*

The Contract Monitor shall monitor cost reports on a *monthly* basis. If the agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project, or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the agency shall demand that any unexpended funds be returned to the state treasury unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. If it is determined by the Contract Monitor or by an audit that state funds were expended on non-reimbursable expenses, recipient will be required to repay the state.

4.5 Taxes: Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contracting Party's obligation and identified under Federal tax identification number 72-0871044.

#### **ARTICLE V** **TERMINATION FOR CAUSE**

5.1 The State may terminate this agreement for cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the agreement; provided that the State shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, Contracting Party 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 Contracting Party in default and the agreement shall terminate on the date specified in such notice. Contracting Party 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 agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **ARTICLE VI** **TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders, for materials, facilities, services and supplies in connection with the performance of this Agreement. Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**ARTICLE VII**  
**OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at Contracting Party's expense, at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of Contracting Party which relate to this agreement.

10.2 Contractor and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of final payment under the prime contract and any subcontract entered into under this agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, 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 agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This agreement shall begin on July 1, 2008 and shall terminate on December 31, 2009.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party 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 Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party 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, or disabilities. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT \_\_\_\_\_, Louisiana, on the \_\_\_ day, of Month, Year

**WITNESSES:**

**Agency Name**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Agency Head Name, Title*

THUS DONE AND SIGNED AT \_\_\_\_\_, \_\_\_\_\_ on the \_\_\_ day, of month, year

**WITNESSES:**

**Contracting Party**

\_\_\_\_\_

\_\_\_\_\_  
*Anna Fogle, CEO/President*



<b>“ATTACHMENT A” PLAN</b>	NAME OF CONTRACTING PARTY:
	NAME AND BRIEF NARRATIVE OF PROGRAM:

**Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program:** Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goals (*Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.*)

- D. Continue in partnership with the Louisiana Attorney General’s office and other private and public entities, a state-wide network to meet the extremely high demand for Internet Safety education.
- E. Utilize created network to maintain the number of Internet Safety Education presentations to reach approximately 20,000 citizens and law enforcement officers.
- F. Foster high school to middle school mentorships on Internet Safety awareness

2. Program Objective(s) (*Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results.*)

- A. 1) Sustain database of law enforcement personnel currently trained; identify regional gaps and organize trainings for those regions  
2) Sustain teams in each region with PCA LA staff and volunteers to work with law enforcement for trainings
- B. Promote 1-800-CHILDREN as support line for parents, schools, and churches for information on Internet Safety and to request trainings  
2) Respond to all current and future training requests
- C. 1) Continue work with participants of the Internet Safety Teen Summit for mentorship programs; work with leadership youth group to sustain mentorship program

3. Relevant Activity (Activities) (*An activity is a distinct subset of functions or services within a program.*)

- A. Continued recruitment and training of volunteer facilitators and ICAC regional team members
- B. Distribution of flyers, electronic promotions and PSA; continued manning of 1-800-CHILDREN by trained volunteers to funnel requests to appropriate staff
- C. Based on success of current year, will strengthen activities, which included focus groups, communications with teens, and building on proven mentorship model

4. Performance Measure(s) (*Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.*)

- A Mobile and responsive teams are organized and active in each region of the state; Continuing education training opportunities are available
- B Approximately 20,000 citizens will be trained in Internet Safety
- C Measures need to be determined by leadership team; Evaluations to measure effectiveness of mentorship program based on best practices will be implemented

**“ATTACHMENT B”**

**Page 1**

**Project Budget (2007-08)**

Name of Contractor

Anticipated Income or Revenue

Sources (list all sources of revenue)  
State of Louisiana

Amounts  
\$125,000

**Anticipated Expenses**

<b><u>Expense Categories</u></b>	<b><u>Total Amount</u></b>	<b><u>Amount of Line Item Appropriation</u></b>
Salaries	\$ 54,300	\$ 54,000
Related Benefits	\$	\$
Travel	\$ 3,000	\$ 3,000
Operating Services	\$	\$
Advertising	\$	\$
Printing	\$ 2,500	\$ 2,500
Maintenance of Equipment	\$	\$
Maintenance of Office	\$	\$
Rentals	\$	\$
Dues and Subscriptions	\$	\$
Telephones	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$ 2,500	\$ 2,500
Professional & Contract Services	\$ 50,000	\$ 50,000
Other Charges	\$ 12,700	\$ 12,700
Acquisitions & Major Repairs	\$	\$
<b>Total Use of the Appropriation</b>	<b>\$125,000</b>	<b>\$125,000</b>

*(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services shall be detailed using pages 2 and 3 of Attachment B).*

**ATTACHMENT B**  
**Page 2**  
**STAFFING**  
**CHART**

Name of Organization: Prevent Child Abuse Louisiana

Name of Program: Internet Safety Education Initiative

Name	Title	Total Salary Amount	Total Salary Paid by Appropriation Amount	Appropriation Percentage	Related Benefits	Full time or Part Time # of months
Takesha Matthews	Capitol Area Regional Director	33,500	14,700	43%	1200	Full time
Unnamed	Regional Directors(6)	191,500	26,700	14%	2100	Full time
Amanda Hesson	Outreach Coordinator	24,000	4450	18.5%	350	Full time
Celeste	Communications Asst	8320	4460	53.6%	340	Part time

**ATTACHMENT B**  
**Page 3**  
**SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES**

Name of Organization: Prevent Child Abuse Louisiana

Name of Program: Internet Safety Education Initiative

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
Local Law Enforcement Officers will be paid overtime when appropriate (off-duty work) at \$25 per hour	Participate in Internet Safety trainings as law enforcement trainer	10,000	10,000
Unnamed	Lead coordinator of state-wide efforts to assure strong relationship with law enforcement entities and effective training promotion, response, and evaluation.	40,000	40,000



# “ATTACHMENT C”

## Progress Report

*(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)*

Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

<b>Goal:</b>	<b>% Complete</b>
<b>Objective(s):</b>	
<b>Activity(Activities) Performed:</b>	
<b>Performance Measure(s):</b>	

## “ATTACHMENT D”

### Cost Report for the Period of \_\_\_\_\_

Expense Category	Approved Total Amount	(Quarterly) Expenditures (Monthly)*	Total Cumulative Year to Date Expenditures	Balance Remaining
Salaries				
Related Benefits				
Travel				
Operating Services				
Advertising				
Printing				
Maintenance of Equipment				
Maintenance of Office				
Rentals				
Dues/Subscriptions				
Telephones				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services				
Other Charges				
Acquisitions & Major Repairs				

*(Expense categories must reflect budget categories listed in “Attachment B” budget.)*

*\* Should reflect contract payment terms, either quarterly or monthly.*

# **“ATTACHMENT E”**

## **Disclosure and Certification Statement**

**Contractor’s Name:**

**Contractor’s Mailing Address:**

**Organization Type:** (For example, local government, non-profit, corporation, LLP, etc.)

**Private entities required to register with the Secretary of State’s office must be in good standing with that office.**

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

**List any person receiving anything of economic value from this agreement if that person is a member of the immediate family of an individual who holds a state elected office or who is a state appointed official. Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.**

- I hereby certify that this organization has no outstanding audit issues or findings.**
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.**

**I hereby certify that the above information is true and correct, to the best of my knowledge, and I am the duly authorized representative of the organization.**

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*(Name and Title of Contractor)*

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*(Authorized Signature of Contractor)*