

**AGREEMENT BETWEEN  
METROPOLITAN HUMAN SERVICES DISTRICT  
AND  
CHILDREN’S BUREAU OF NEW ORLEANS  
FOR  
PARENT EDUCATION PROGRAM SERVICES**

This contract is made and entered into by and between Metropolitan Human Services District, hereinafter referred to as “MHSD”, and the below named provider, hereinafter referred to as “CONTRACTOR”.

Children’s Bureau of New Orleans  
2626 Canal St., Suite 201  
New Orleans, LA 70119  
[Telephone Number] (504) 525-2366  
[Facsimile Number] (504) 525-7525  
[Email Address] pcarter@childrens-bureau.com  
[Federal Employer Tax ID #] 72-0408916  
[Parishes Served] Orleans, Plaquemines and St. Bernard

**CONTRACTOR Status:**

|   |   |  |
|---|---|--|
| Corporation                             | Sub recipient                           | For Profit                             |
| <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Yes           |
| <input type="checkbox"/> No             | <input type="checkbox"/> No             | <input checked="" type="checkbox"/> No |

**PURPOSE**

The purpose of this contract is to provide Parent Education Program services, for those designated by MHSD as “charity care patients” in accordance with Louisiana Behavioral Health Partnership (LBHP) guidelines, as amended from time to time.

Charity care patients are those persons who have limited ability to meet financial obligations associated with receiving behavioral health services and have been denied Medicaid eligibility within the last twelve (12) months.

**STATEMENT OF WORK**

The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Parent Education program is a program which will fund a Parent Educator to deliver the Positive Parenting Program (Triple P) Level 3 or Level 4 to caregivers of children who are receiving mental health services and for whom parenting has been identified as a needed intervention. The Parent Educator will provide the Triple P Level 3 or Level 4 Intervention to caregivers of children ages birth to 17 years who are actively enrolled in Medicaid. Caregivers can be referred through MHSD’s clinics or other community programs, including Children’s Bureau’s programs.

Positive Parenting Program (Triple P) is an internationally renowned model based on 30 years of research, which supports the idea that Triple P intervention is a scientifically proven family support strategy for parents and caregivers of children and adolescents. The program aims to engage, encourage, and empower families to address common child and adolescent social, emotional and behavioral problems. The Triple P System uses a multi-level framework that tailors information, advice and professional support to the needs of individual families.

Triple P Level 3 is considered a primary care intervention that incorporates brief behavioral counseling as an early detection and brief intervention approach to managing identified problems. Triple P Level 3 involves four 15-45 minute consultations with parents. Practical advice on managing a specific problem behavior is provided, assisted by the use of active skills training procedures, parenting tip sheets and video resources. Most sessions will be conducted in an office or in the client’s home, depending on the client’s needs and/or

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funding guidelines. Triple P Level 3 does allow for one or two of the four sessions to be conducted via telephone.

Triple P Level 4 consists of 10 to 15 sessions that are delivered either in an office or in the client’s home, depending on the client’s needs and/or funding guidelines. Triple P Level 4 combines the provision of information with active skills training and support. It also teaches parents to apply parenting skills to a broad range of target behaviors in both home and community settings with the target child and siblings.

This project will also seek to identify ways in which the current behavioral health system can provide sustainable funding for parenting interventions, and, if necessary, gather data and information that can be used to advocate for systems change that will result in sustainable funding for parenting interventions.

**Population Served**

Clients of the program will be caregivers of children ages birth to 17 who are receiving mental health services and for whom parenting has been identified as a needed intervention. The Parent Educator will provide the Triple P Level 3 or Level 4 Intervention to caregivers of children who are actively enrolled in Medicaid. Caregivers can be referred through MHSD’s clinics or other community programs, including Children’s Bureau’s programs.

**Referral Process and Service Initiation**

CONTRACTOR will accept referrals from MHSD mental health clinics or other community programs, including Children’s Bureau’s programs. CONTRACTOR will employ a Parent Educator who has received training in Triple P Levels 3 and 4 and who has been accredited for both Levels by the Triple P organization.

The Parent Educator will deliver Triple P Level 3 to caregivers through four 15-45 minute consultations with parents. Practical advice on managing a specific problem behavior is provided, assisted by the use of active skills training procedures, parenting tip sheets and video resources. Most sessions will be conducted in an office or in the client’s home, depending on the client’s needs and/or funding guidelines. Triple P Level 3 does allow for one or two of the four sessions to be conducted via telephone.

Triple P Level 4 consists of anywhere from 10 to 15 sessions that are delivered either in office or in the client’s home, depending on the client’s needs and/or funding guidelines. Triple P Level 4 combines the provision of information with active skills training and support. It also teaches parents to apply parenting skills to a broad range of target behaviors in both home and community settings with the target child and siblings.

This project will invoice Magellan Health Services of Louisiana, which serves as the state management organization (SMO) for the Louisiana Behavioral Health Partnership, for all authorized and/or qualifying services. The number of billable units (one unit equals 15 minutes) for which MHSD will guarantee funding will decrease over the course of the contract. The MHSD funding of units is as follows:

- First Quarter:                    July 1 – September 30, 2014                    1,368 units max
- Second Quarter:                October 1 – December 31, 2014                1,050 units max
- Third Quarter:                    January 1 – March 31, 2015                    600 units max
- Fourth Quarter:                April 1 – June 30, 2015                        300 units max

Total maximum units = 3,318 units

CONTRACTOR will make all data related to program evaluation available to MHSD.

CONTRACTOR will use Triple P, an evidence-based parenting intervention. The Parent Education program will evaluate client outcomes by administering pre- and post-assessments utilizing some of the following instruments and/or other instruments identified during the course of the program:

Evaluation of Client Outcomes for Level 3 Triple P:

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1. Parenting Experiences Survey (pre and post): This very brief, 7 item measure that assesses parent perception of difficulty of child behavior, parent expectations and confidence, and inter-parental support and agreement for parenting.
2. Client Satisfaction (post only): The Consumer Satisfaction Questionnaire (Sanders, Markie-Dadds, and Turner, 2001) is a brief measure that assesses the quality of the service provided, how well it met the parent's needs, how effective it was, and whether they would recommend the program to others.

Evaluation of Client Outcomes for Level 4 Triple P:

1. Child Behavior (pre and post): Strengths and Difficulties Questionnaire (Goodman, 1997; 1999) is a 25 item behavioral screening measure for parents of children ages 3-16 that can be used to assess parent perceptions of children's prosocial and problem behaviors. A Total Difficulties Score and 5 separate subscale scores can be obtained (Emotional Symptoms, Conduct Problems, Inattention/Hyperactivity, Peer Problems, and Prosocial Behavior).
2. Parenting Style (pre and post): Parenting Scale (Arnold, O'Leary, Wolff, & Acker, 1993) is a 30 item measure that assesses parent discipline in response to child behavior. It taps three (recently revised) factors for dysfunctional parenting styles: laxness (permissive, inconsistent discipline), overreactivity (harsh discipline and irritability), and hostility (use of verbal or physical force).
3. Parent Personal Adjustment (pre and post): Depression, Anxiety, Stress Scale (DASS; Lovibond & Lovibond, 1995) is a 42 item measure assessing symptoms of depression, anxiety, and stress.
4. Client Satisfaction (post only): The Consumer Satisfaction Questionnaire (Sanders, Markie-Dadds, & Turner, 2001) is a brief measure that assesses the quality of the service provided, how well it met the parent's needs, how effective it was, and whether the parent would recommend the program to others.

All pre- and post-assessment data will be recorded on an evaluative data form after the client has completed the program. This data will then be used to evaluate client outcomes.

For clients who have been authorized for CPST and Psychosocial Rehabilitation ("PSR") through the Children's Bureau's Mental Health Rehabilitation ("MHR") Program, and who are receiving parenting education, the Child Behavior Checklist (Achenbach, 1991) will be utilized to measure mental health outcomes. If the sample size allows for it, an analysis will be conducted to compare the mental health outcomes of those receiving both MHR and parenting education services to those who only are receiving MHR services.

**Deliverables**

1. Reporting

The following information, or information that is deemed to be appropriate and useful, and that is agreed upon in a collaborative process between CONTRACTOR and MHSD, shall be submitted with the monthly request for payment from MHSD:

- a. Total number of caregivers receiving Triple P Level 3 (New, Carryover and Closed). Number of children represented. Number of sessions held.
- b. Total number of caregivers receiving Triple P Level 4 (New, Carryover and Closed). Number of children represented. Number of sessions held.
- c. Referral sources for new clients. Number of referred caregivers per referral source.

CONTRACTOR shall work toward making all services that become billable under Magellan a billable service, and CONTRACTOR will work with MHSD to move to a fee for service model.

2. Staffing Requirements:

- a. Any employee or subcontractor who provides direct care to children/adolescents shall meet the requirements of the Louisiana Children's Code Article 116. Specifically, the employee or subcontractor may have no documented history indicating the possibility that he/she would endanger the child. Every effort should be made to determine criminal history of employees and subcontractors. Only qualified professional

staff and subcontractors (R.S. 40:1098.2) plan, supervise, or provide education or counseling or training related to the emotional, mental health and substance abuse problems of adolescents.

b. The program shall be staffed by one Parent Educator who is a licensed mental health professional. The Parent Educator will receive at least one hour of clinical supervision per week from an approved agency supervisor.

c. CONTRACTOR will ensure that Parent Educator is trained and appropriately accredited in Triple P Level 3 and Level 4.

CONTRACTOR maintains client records that are consistent with regulatory bodies, including:

- a. Consent
- b. Releases of information
- c. Demographic information
- d. Treatment plans
- e. Progress notes
- f. Assessments
- g. Outcomes
- h. Closing summaries
- i. Third party reports and documentation

#### Monitoring Plan

Monitoring shall be conducted by the MHSD Contract Manager and may include:

- a. On-site and off-site visits
- b. Analysis of client charts two (2) times per year
- c. Review of Incident Reports
- d. CONTRACTOR is required to submit internal monitoring reports on a quarterly basis - October, January, April, and July of each fiscal year.

**CRITICAL INCIDENT REPORTING:** according to MHSD's protocol as found in Attachment 4. CONTRACTOR is responsible for following this protocol and ensuring MHSD program management receives the critical incidents reports

#### **PERIOD OF PERFORMANCE**

Subject to other contract provisions, the period of performance under this contract will be from **July 1, 2014**, through **June 30, 2015**. This contract may be terminated by MHSD upon giving thirty (30) days advance written notice to the other party with or without cause, but in no case shall continue beyond the specified termination date unless MHSD exercises its right to renew. MHSD reserves the right to renew the contract for an additional forty-eight (48) months. This contract may be terminated by CONTRACTOR upon giving sixty (60) days advance written notice to the other party with or without cause, but in no case shall continue beyond the specified termination date. If CONTRACTOR terminates contract, Transition of Care provisions must be agreed upon by MHSD prior to termination.

#### **TRANSITION OF CARE**

Sixty (60) days prior to termination of the contract, the existing CONTRACTOR will work with the new CONTRACTOR closely so that all cases are carefully transitioned and without any disruption of care. Continuity of care is vital to the clients served by Metropolitan Human Services District. In the event the contract is not renewed or is terminated, CONTRACTOR shall provide a detailed plan regarding the transition of cases /clients so there is no disruption of care.

#### **AMENDMENT OF CONTRACT TERMS**

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement.

#### **MAXIMUM CONTRACT AMOUNT**

Total compensation payable to the CONTRACTOR for satisfactory performance of the work under this contract shall not exceed **\$38,820**

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## TERMS OF PAYMENT

The CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

The CONTRACTOR's compensation for services rendered shall be based on a fee for service basis in accordance with the rate schedule for approved services as set forth in Attachments 3 and incorporated herein (\$11.70/15 minute unit, for a maximum of 3,318 units), not to exceed the above maximum contract amount. MHSD will not make any payment for services to patients, unless the invoice for those services is accompanied by authorization for the clinical services provided from Magellan, once the contract is finalized.

CONTRACTOR will provide the contracted services for 12 months and, unless otherwise made explicit in the budget, MHSD expects that monthly expenses will be approximately 1/12 of the total contracted amount.

CONTRACTOR shall also: (1) Secure third party and/or Medicaid reimbursement for all eligible clients for Parent Education Program services; (2) in furtherance of its obligation to secure Medicaid reimbursement for all Medicaid eligible clients (non-charity care patients), meet and maintain all requirements to remain in good standing as a contracted Magellan provider over the term of this Agreement for said services once rates are established; (3) comply with the service requirements as set forth in the Medicaid services manual for therapeutic behavioral health services <http://new.dhh.louisiana.gov/index.cfm/page/538> when delivering services to charity care patients under this Agreement. It shall be CONTRACTOR's responsibility to monitor the website for changes and updates to the services manual. CONTRACTOR must be in compliance with the most current version of the manual at all times. Non-compliance with the services manual may result in MHSD's immediate termination of the Agreement.

CONTRACTOR is required to secure third party and/or Medicaid reimbursement for all eligible clients. CONTRACTOR is required to make a good faith effort to enter into a contractual agreement with any third party vendor designated by the State in order to be eligible to receive Medicaid reimbursement. The CONTRACTOR is also required to reimburse MHSD for any services which were initially reimbursed through MHSD and subsequent Medicaid funding was received. To the extent CONTRACTOR receives additional Medicaid funding after payment by MHSD of CONTRACTOR's final invoice, CONTRACTOR agrees to refund MHSD's payments in the amount of CONTRACTOR's additional Medicaid payments.

## BILLING PROCEDURES AND PAYMENT

If progress and/ or completion of services are provided to the satisfaction of MHSD, payments will be made as follows:

1. Payment will be made in accordance with the above *Terms of Payment* on a **fee for service basis** upon receipt of approved requests for payment and documentation to support the measureable deliverables defined in the section *Statement of Work*.
2. The Executive Director and/or Chief Financial Officer must sign the request for payment form. Otherwise, payment of that invoice will be denied.
3. CONTRACTOR will comply with all data entry and system requirements as mandated by MHSD.
4. Requests for payment must have an original signature by the CONTRACTOR and therefore, cannot be emailed or faxed.
5. Requests for payment are due by the 10<sup>th</sup> day of the subsequent billing month to ensure payment delivery. All billing should comply with the standards set forth in MHSD's Professional and Social Service CONTRACTORS' Monthly Invoicing & Compliance Audit Requirements.
6. The CONTRACTOR is obligated to submit final requests for payment to MHSD within ten (10) days after the termination of the contract, **07/10/2015**. Requests for payment not received by the deadline date will not be processed for payment even though delivery of service has occurred.
7. The CONTRACTOR is responsible for any audit exceptions or disallowed costs related to this contract incurred by MHSD, its own organization or that of its subcontractors.

## CONTRACT MANAGEMENT

Initials/Date\_\_\_\_\_

The Contract MHSD for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract. Notice in writing must be provided within 72 hours to the other party if this information changes.

| Contract MHSD for CONTRACTOR is:            | Contract MHSD for MHSD is:             |
|---|--|
| Paulette Carter                             | Michael Smith                          |
| Children’s Bureau of New Orleans            | MHSD                                   |
| 2626 Canal St., Suite 201                   | 1010 Common St., 6 <sup>th</sup> Floor |
| New Orleans, LA 70119                       | New Orleans, LA 70112                  |
| [phone] (504) 525-2366                      | (504) 535-2565 [phone]                 |
| [fax] (504) 525-7525                        | (504) 568-3134 [fax]                   |
| [email address] pcarter@children-bureau.com | [email address] michael.smith@la.gov   |

**ALL HAZARDS/EMERGENCY PLAN**

CONTRACTOR shall provide MHSD with a copy of CONTRACTOR’s Emergency/All Hazards Response Plan and Agency Contact Persons. The plan should also include the following:

- Demonstrated capacity to transport and evacuate in preparation for or in response to an emergency
- Proposed schedule of emergency drills with consumers and staff

**INSURANCE**

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect MHSD should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor or agents of either, while performing under the terms of this contract.

All policies shall be primary to any other valid and collectable insurance. The CONTRACTOR shall instruct the insurers to give MHSD thirty (30) calendar days advance notice of any insurance cancellation.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Louisiana.

CONTRACTOR shall submit to MHSD prior to the contract effective date, a certificate of insurance that outlines the coverage and limits defined herein. The CONTRACTOR shall submit renewal certificates upon expiration during the term of the contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Workers Compensation and Employers Liability (\$500,000 minimum limit per accident/per person/per disease)
2. Commercial General Liability, including Personal and Advertising Injury Liability (occurrence-based \$1 million minimum per occurrence and a minimum general aggregate of \$2 million)
3. Automobile Liability (\$1 million minimum combined single limit per occurrence, which shall include third-party bodily injury and property damage for the following automobile classes: owned, hired and non-owned automobiles)
4. Professional Liability (for Professional Services Contracts, a minimum limit of \$1 million, claims made coverage is acceptable for this category of insurance)

**Both the Commercial General Liability and Professional Liability insurance coverage shall name MHSD, its agents, employees and volunteers as additional insured under the insurance policy/ies.**

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It is the intention of the parties that the CONTRACTOR's insurance policies shall protect MHSD for those claims in which MHSD is named because of the sole negligence of CONTRACTOR.

The insurance companies issuing the policy/policies shall have no recourse against MHSD for payment of any premiums or for assessments under any form of the policy/policies.

#### **INDEMNIFICATION**

CONTRACTOR agrees to save and hold harmless, protect, indemnify, defend, and hold MHSD, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees, and volunteers, from and against any and all claims, damages, expenses 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 claims, demands, suits or/and causes of action. The CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits or causes of action are groundless, false or fraudulent.

#### **SUBSTITUTION OF PERSONNEL**

If, during the term of the contract, the CONTRACTOR or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to MHSD for approval prior to any personnel substitution. CONTRACTOR shall certify, on each monthly invoice, that no personnel substitutions have occurred without MHSD's approval.

#### **STANDARD PROVISIONS**

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

1. CONTRACTOR understands and agrees that reporting requirements may change during the contract term. CONTRACTOR will follow all MHSD, state and federal reporting requirements, including reporting into databases and systems specified by MHSD, the State of Louisiana and/or the federal government.
2. CONTRACTOR hereby agrees to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. CONTRACTOR agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
3. The CONTRACTOR shall establish, subject to the review and approval of MHSD; confidentiality rules and facility access procedures.
4. The State Legislative Auditor, MHSD, or those designated by MHSD shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. CONTRACTOR grants to the Office of the Legislative Auditor, Metropolitan Human Services District, Department of Health and Hospitals, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by MHSD. Records will be made available during normal working hours.
5. CONTRACTOR shall comply with federal and state laws and/or MHSD Policy requiring an audit of the

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CONTRACTOR's operation as a whole or of specific program activities. All audit fees and other costs associated with the audit shall be paid entirely by the CONTRACTOR. Audit reports shall be sent no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, one (1) copy of the audit shall be sent to the Fiscal Office at the MHSD District Office.

6. CONTRACTOR agrees to retain all books, records and other documents relevant to the contract and funds expended there under after final payment or as prescribed in 45 CFR 74:53 (b). CONTRACTOR shall make available to MHSD such records within thirty (30) days MHSD's written request and shall deliver such records to the MHSD's District Office, all without expense to MHSD. CONTRACTOR shall allow MHSD to inspect, audit or copy records at the CONTRACTOR's site, without expense to MHSD.
7. MHSD reserves the right to request information regarding all funding sources of the CONTRACTOR related to this contract. If the CONTRACTOR is a subrecipient or becomes a subrecipient of federal awards during the contract period, the CONTRACTOR shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers.

To be considered a Subrecipient, the CONTRACTOR must meet all four of the following conditions:

- i. CONTRACTOR receives \$500,000 or more in federal funds via one or more contracts from any party, and
- ii. Client eligibility determination, or admission to the program, is a function of the CONTRACTOR, and
- iii. The contractual agreement requires the CONTRACTOR to comply with laws and regulations which are part of any federal grant requirements, and
- iv. The CONTRACTOR is either a corporation (non-profit or for-profit), a state or local government agency, or a Native American Tribe.

If the answer to all questions is yes, the CONTRACTOR is a Subrecipient and must comply with the audit requirements of OMB Circular A-128 if a state/local government or Native American Tribe or OMB Circular A-133 for all others.

Upon completion of each audit, the CONTRACTOR shall submit to MHSD the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable). NOTE: The single audit requirements above do not apply to "vendors" who provide goods or services.

8. Warranty of Removal of Conflict of Interest: The CONTRACTOR shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The CONTRACTOR shall warrant that it shall remove any conflict of interest prior to signing the contract.
9. CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be CONTRACTOR's. The CONTRACTOR assumes responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, contributions for unemployment compensation funds, and shall maintain, at CONTRACTOR's expense, all necessary insurance for its employees, including but not limited to workers compensation and liability insurance. Please refer back to *Insurance* clause above.
10. In consideration for goods delivered or services performed, MHSD shall make all checks payable to the CONTRACTOR in the amounts and intervals as 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 of Louisiana Travel Regulations, PPM 49. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses. When applicable, the amounts may be stated by category and then as a comprehensive total.
11. 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.

12. 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 MHSD's Executive Director of any existing contract with the State of Louisiana and notify the Compliance Office of any additional state employment. This is applicable only to contracts with individuals.
13. Upon completion of this contract or if terminated earlier, all records, reports, work sheets, work product or any other materials related to this contract shall become the property of MHSD if requested.
14. CONTRACTOR shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of MHSD (which approval shall be attached to the original agreement). Any subcontracts approved by MHSD shall be subject to all terms, conditions and provisions of this contract; 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 MHSD or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of MHSD beyond those specifically set forth herein. Further, no subcontract shall relieve the CONTRACTOR of the responsibility for the performance of any subcontractor.
15. Budget revisions in cost reimbursement contracts require approval from the MHSD Compliance Office. If an Administrative rate is provided in the contract, that amount cannot be changed or amended.
16. In the event MHSD determines that certain costs which have been reimbursed to CONTRACTOR pursuant to this or previous agreements are not allowable, MHSD 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.
17. This agreement is subject to and conditioned upon the availability of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until agreement has been approved by required authorities of MHSD. The continuation of this contract is contingent upon the availability of funds to fulfill the requirements of the contract.
18. MHSD and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules and regulations. If the CONTRACTOR is found to be in violation of any of the aforementioned laws, rules and regulations, this contract is subject to immediate termination, not the thirty (30) days advance written notice provision. Any contract disputes will be interpreted under applicable Louisiana laws in Louisiana administrative tribunals or district courts as appropriate.
19. Contractors providing services to persons with mental retardation and developmental disabilities shall abide by the State Mental Retardation and Developmental disability Law, the Developmental Disability Law, and the Developmental Disabilities Assistance and Bill of Rights Act. Contractors providing services to persons with mental and/or emotional illness shall abide by the Mental Health Systems Act, Title V; and the Protection and Advocacy Act for Mentally Ill Individuals of 1986, as amended. Contractors providing ATOD services shall abide by the Public Service Act, Sec.1915 (b) (1-5) related to the Alcohol and Drug Abuse and Mental Health Services Block Grant; the Drug Abuse Office and Treatment Act of 1972, as amended; and the comprehensive Alcohol Abuse and Alcoholism, Prevention, Treatment and Rehabilitation Act of 1970, et.seq., as amended. All contractors shall abide by any other requirements of the U.S. Department of Health and Hospitals; all applicable licensure and regulatory requirements and standards; and all other requirements as enumerated in Title XVIII and XIX of the Social Security Act, as applicable.

20. CONTRACTOR agrees that purchase of equipment under the terms of this agreement shall require the prior approval of MHSD. Any equipment purchased under this agreement remains the property of the CONTRACTOR for the period of this agreement and future continuing agreements for the provision of the same services. CONTRACTOR must submit a vendor invoice with a reimbursement request. For the purpose of this agreement, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. CONTRACTOR agrees that upon termination of contracted services, title to the equipment purchased under this agreement remains with CONTRACTOR unless MHSD requests, in writing, that the property reverts to MHSD. **Does not apply to this contract**
21. CONTRACTOR agrees to secure, and maintain current, any applicable licenses required for the provision of services delineated in this Agreement.
22. CONTRACTOR agrees to use MHSD funds only for purposes as set forth in the contract. If MHSD funds are co-mingled with funds from other sources, CONTRACTOR agrees to treat co-mingled funds as entirely public funds. Any misuse of MHSD funds or MHSD funds co-mingled with funds from other sources is subject to sanctions, up to and including termination of the contract.
23. CONTRACTOR grants to MHSD or its official designee the right to inspect the facilities/operations where services are being provided at any time.
24. Failure of the CONTRACTOR to specifically perform services or duties required by this agreement will constitute cause for MHSD to impose fiscal sanctions against the CONTRACTOR for such failure. Sanctions of up to \$100.00 a day may be imposed against the CONTRACTOR by permanently withholding payment when a determination has been made by MHSD that required services or duties are not being provided. **Does not apply to this contract**
25. CONTRACTOR agrees that MHSD is the payor of last resort. During MHSD's audit of CONTRACTOR, CONTRACTOR agrees to provide an annual detailed written accounting of all in-kind contributions and all income generated by activities supported through funding from this contract, including payments received from clients or third parties, and to maintain records of the receipt and disposition of grant related income in the same manner as required for Federal funds received in support of the grant.
26. CONTRACTOR agrees that MHSD is entitled to and will pursue recoupment in the event of an overpayment resulting from an error in billing.
27. CONTRACTOR agrees that no funds, neither federal nor funds obtained through a cost reimbursement mechanism, may be utilized under the terms of this contract for renovation of real/immovable property without prior written approval of the Executive Director of MHSD.
28. The CONTRACTOR is required to secure Medicaid reimbursement for all Medicaid eligible clients. CONTRACTOR is required to make a good faith effort to enter into a contractual agreement with any third party vendor designated by the State in order to be eligible to receive Medicaid reimbursement. The CONTRACTOR is also required to reimburse MHSD for any services which were initially reimbursed through MHSD and subsequent Medicaid funding was received. To the extent CONTRACTOR receives additional Medicaid funding after payment by MHSD of CONTRACTOR's final invoice, CONTRACTOR agrees to refund MHSD's payments to MHSD in the amount of CONTRACTOR's additional Medicaid payments.
29. CONTRACTOR further agrees to establish and abide by internal policies and procedures that adhere to Federal and State statutory requirements and to applicable regulatory and licensure standards for reporting and investigating allegations of abuse, neglect and exploitation, and where applicable, taking appropriate preventative and corrective action.
30. CONTRACTOR must comply with legal mandates related to the populations being served (e.g. background checks for staff in contact with children) as provided by the Louisiana Child Protection Act (RS 15:587.1).

31. The Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal program either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service contractors whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of an administrative compliance order on the responsible entity. By signing this contract, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly.
32. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
33. Force Majeure: The CONTRACTOR and MHSD are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
34. CONTRACTOR agrees that the current contract supersedes all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
35. The rights of CONTRACTOR pursuant to this contract are restricted solely to CONTRACTOR and shall not be assigned, transferred, or subject to the interest of another party without the written authorization of MHSD. Any attempted assignment will be void and of no effect.
36. The Contractor certifies that neither it, nor its principals, nor any of its employees or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, declared non-compliant, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit a written explanation to MHSD for review prior to entering a contract with MHSD. Misrepresentation of this certification is sufficient cause for immediate termination of the contract by MHSD.

**ATTACHMENTS**

Each of the attachments/exhibits listed below is by reference hereby incorporated into this contract:

Attachment 1: HIPAA Business Associate Addendum/QSO

Attachment 2: Budget

Attachment 3: Parent Education Program Rate Schedule

Attachment 4: MHSD Critical Incident Protocol

Exhibit A: Board Resolution Authorizing Individual to Sign Contracts on behalf of Organization/Company

Exhibit B: Resumes

**ENTIRE AGREEMENT**

Initials/Date\_\_\_\_\_

This contract, including referenced attachments and exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

**APPROVAL**

This contract shall be subject to the written approval of MHSD's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**This contract is executed by the persons signing below, who warrant they have the authority to execute the contract.**

**CONTRACTOR/RESPONSIBLE PARTY**

**METROPOLITAN HUMAN SERVICES DISTRICT**

\_\_\_\_\_  
Name **Paulette Carter**

\_\_\_\_\_  
Name **Yolanda Webb**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title **President/CEO**

\_\_\_\_\_  
Title **Executive Director**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date