

**LOUISIANA BAR FOUNDATION
CHILDREN IN NEED OF CARE (CINC)
GRANT AGREEMENT**

This Grant Agreement is made this day by and between the LOUISIANA BAR FOUNDATION (hereinafter referred to as Foundation) and **Southeast Louisiana Legal Services Corporation/Child in Need of Care** (hereinafter referred to as Grantee), and bears the designation of Louisiana Bar Foundation Grant #**CINC2022-002**. The grant period covered by this Agreement is from **July 1, 2022 to June 30, 2023**.

I. INTRODUCTION. The Provisions of this Agreement are applicable to and binding upon recipients of Grants from the Louisiana Bar Foundation. The Grantee understands that the acceptance of a grant creates a legal duty on the part of the Grantee to use the funds in accordance with the terms of the grant and to comply with all provisions and conditions of this Agreement. It is understood and agreed by the Grantee that whenever the Foundation finds that the Grantee is not complying with the terms and conditions of this Agreement or has diverted grant funds for purposes other than those for which they are awarded or paid, it shall make no further grants or payments on current grants until the Grantee repays or arranges for repayment of all grant funds which have been improperly diverted or expended.

II. ACCEPTANCE. Grantee hereby signifies its acceptance of a project grant entitled **Southeast Louisiana Legal Services Corporation/Child in Need of Care** Grant Number #**CINC2022-002** in the amount of **\$725,000** from the Foundation.

III. GRANT CONDITIONS AND LIMITATION ON USE OF FUNDS.

A. The Grantee agrees to provide legal services to Children in Need of Care (CINC) cases in compliance with the following terms and conditions:

(1) By serving Courts exercising juvenile jurisdiction in the following judicial districts: 17th Judicial District, 18th Judicial District, 20th Judicial District, 22nd Judicial District Court-Slidell City Court only, 23rd Judicial District, 24th Judicial District, 29th Judicial District, 32nd Judicial District, 34th Judicial District and 40th Judicial District.

(2) Commence representation upon court appointment and through court proceedings including, if necessary, any and all appeals. This duty specifically includes representation upon notification of appointment by the court at all CINC hearings including but not limited to continued custody hearings, answer hearings, adjudications, review hearings, dispositions, permanency hearings, and termination of parental rights proceedings;

(3) Provide all representation and services in a thorough, competent, and professional manner, subject to all applicable standards, rules, regulations, canons, statutes and case law, including assuring that all attorneys representing children are licensed to practice law in Louisiana and will maintain that license in good standing throughout the contract term, and have the necessary qualifications and skills to competently fulfill the duties herein. LSCs further attest that the attorneys representing children are in compliance with the Louisiana Supreme Court Rule XXXIII Part III Subpart I.3 for attorneys representing children in CINC proceedings, and will remain in compliance throughout the contract period;

(4) Provide trained and qualified legal representation in all new CINC cases that were initiated on or after January 1, 2010 in the judicial districts listed above by completing the following free, on-line, CLE approved training courses by Children's Law Advocacy Resources Online ("CLARO") at www.clarola.org/training/online-training before January 1, 2010:

- (a) The Adoptions and Safe Families Act-Part I (1.0 Hour of Ethics Credit);
- (b) The Adoptions and Safe Families Act-Part II (1.0 Hour of Credit);
- (c) Understanding the Standards/Ethics of Attorneys and Social Workers (1.0 Hour of Credit);
- (d) Permanency Options #1 (1.0 Hour of Credit);
- (e) Permanency Options #2 (1.0 Hour of Credit); and
- (f) Judicial Expectations on Competency (1.2 Hours of Professionalism Credit).

(5) LSCs shall inform the judges in the above listed courts that LSC has qualified legal counsel for children and is available to provide legal representation in all new CINC cases initiated on or after January 1, 2010 and henceforth;

(6) Ensure that all services provided are limited to legal representation of children in CINC proceedings;

(7) Continually maintain records of all work performed relating to this agreement, including a list of open and active cases and a list of the cases being handled by individual staff or contract attorneys;

(8) Maintain case files and database records that contain documentation of all activity pertaining to that child, including but not limited to contacts and visits with the child, telephone calls, court appearances and outcomes, meetings attended, and attorney hours;

(9) Make all such records related to funds received pursuant to this Agreement available for inspection, audit, and evaluation by LBF, LASC-JAO, DCFS or by any other entity in such form and manner as may be required and retain such records and files for a period of time as required by law and agreement;

(10) Use Louisiana's Statewide PRIME system for data collection and case management and track the five timeliness measures as described below:

(a) Time to First Permanency Hearing: The median time from the filing of the original CINC petition to first permanency hearing.

(b) Time to all Subsequent Permanency Hearings: The median length of time in days between each subsequent permanency hearing that occurs until final permanency is achieved. For example, the number of days between the first permanency hearing and the second permanency hearing, the second permanency hearing and third, etc., for each hearing that occurs while the child remains in care.

(c) Time to Permanent Placement: The median time from filing of the original CINC Petition to legal permanency (length of time it takes for children in abuse and neglect cases to achieve legal permanency, following the filing of the original petition). "Legal Permanency" means that there is a permanent and secure legal relationship between the adult caregiver and the child, including reunification, adoption or legal guardianship.

(d) Time to Termination of Parental Rights Petition: Where reunification has not been achieved and the case plan is adoption, the median time from filing of the original CINC petition to the filing

of the petition to terminate parental rights (from the date the original child abuse or neglect petition is filed to the date the termination of parental rights petition is filed).

(e) Time to Termination of Parental Rights: Where reunification has not been achieved and the case plan is adoption, the median time from filing of the original CINC petition to the termination of parental rights (from the date the original child abuse and neglect petition was filed to the date the termination of parental rights proceeding is completed against both parents, and the child is freed for adoption).

(11) Maintain caseload limits of 100 cases per full time /attorney; and

B. The grant of the award listed in Section II is contingent upon, and expressly subject to, the availability of Child Advocacy Program funds from the State of Louisiana through the Department of Child and Family Services Interagency Transfer to the Louisiana Supreme Court Judicial Administrator's Office administered by the Louisiana Bar Foundation. The grant of an award or the payment of any part or portion thereof, is subject to the sole exclusive discretion of the Foundation and may be withheld or withdrawn by the Foundation for any reason whatsoever. In the event that the payment of an award is restrained or otherwise precluded by any court order or delayed, deferred or withdrawn by the Foundation in its sole discretion, the Grantee acknowledges that the Foundation is not responsible or liable for any losses, claims or damages, special or consequential losses or damages, loss of anticipated revenue, recoveries, or collections, or any other financial or economic loss, however caused, arising out of the non-payment of an award, or any portion thereof. No additional or future funding may be implied.

C. In the event the Foundation in its sole judgment determines that the Grantee has failed to comply with any of the terms and conditions of the Grant Agreement, the Foundation may in its sole discretion immediately terminate the grant and may request a full refund of all funds previously advanced. Within 30 days from the date of receipt of such notice of termination and request for refund, the Grantee shall repay to the Foundation all such funds previously advanced.

D. Grant funds may be expended only for those project purposes and activities set forth above and within the budget approved by the Foundation, or as subsequently amended and approved in writing

by the Foundation. Written requests for amendments must be submitted and approved prior to significant revisions of the following:

- (1) Changes in the project director or other professional personnel; and
- (2) Changes in the project budget which exceed 10% in any line item, or which introduce

or eliminate categories of expenditures.

E. All Foundation funds, or properties acquired with Foundation funds, which are determined after audit and hearing to have been improperly applied, must be returned to the Foundation.

F. Any funds received that remain uncommitted at termination of this grant period may be retained by the Grantee only if permission is requested in writing to the Executive Committee of the Foundation and received from the Foundation. A revised budget for all GRANT funds in the following grant period must be submitted with the request; the request should explain the reason for unexpended funds and the proposed use of these unexpended funds in the following grant period. This request should be submitted no later than the final report for this grant period.

IV. GRANT ACCOUNTING, RECORDS AND REPORTS.

A. The Grantee agrees to maintain records and accounts consistent with generally accepted accounting principles and provide for such physical control as is necessary to assure proper disbursing of and accounting for project funds. If the Grantee organization receives Temporarily Restricted funds from more than one source the Grantee must maintain a fund or supplemental schedule for this GRANT, to be furnished in required periodic reports. In financial statements issued under FASB Statement No. 117, **an organization which receives Temporarily Restricted funds from more than one source is required to provide a segregated supplemental schedule in audited financial statements showing the revenues and line item expenditures for the grant for the period under audit.**

B. Financial statements issued under FASB Statement No 117 are to classify GRANT funds as "Temporarily Restricted" in financial statements. Unused GRANT funds at June 30 may not be classified in the Temporarily Restricted Net Assets *unless* permission has been granted in writing to carry over unused funds to the next fiscal year (see paragraph V.(E) below); if the approval has been requested but not yet granted or

denied, then the unexpended funds may be shown in Temporarily Restricted Net Assets with disclosure. Otherwise, unearned balances at June 30 are liabilities to be identified by funding source in the footnotes or a supplemental schedule. For financial statements issued for fiscal years ending on any date other than June 30, or if permission to carryover GRANT funds to the following fiscal year has been granted in writing, the detail of Temporarily Restricted Net Assets must be disclosed by funding source in the footnotes or a supplemental schedule.

C. The Grantee agrees that any personnel paid with GRANT funding must be properly classified as either employee or independent contractor following IRS guidelines. Employees paid by GRANT funding must receive all benefits due all employees of the Grantee organization. Furthermore, Grantee must timely file reports on and remit all State and Federal payroll taxes and withholdings. Grantee must issue Form 1099 on independent contractors.

D. The Grantee certifies that accounts and supporting documentation relating to project expenditures will be adequate to permit an accurate and expeditious audit by the Foundation or by its designated representative.

E. The Grantee will maintain records and accounts for this project for a period of not less than three (3) years after the Foundation accepts its final report.

F. The Grantee agrees to maintain records to demonstrate that any cost-sharing contributions are not less than the amount indicated on the grant application or any subsequent document or any revision thereof which is approved by the Foundation. The Grantee further agrees to secure reasonable written proof of the value of these contributions to the project and to maintain such proof in a form that will permit an accurate and expeditious audit.

G. 1. Grants will be made on a fiscal year basis unless otherwise noted. Payments by LBF to the grantee will be made on a monthly or quarterly basis and will begin upon receipt of the signed grant agreement, receipt and approval of the prior grant year's reports. All subsequent payments will be conditioned upon receipt and approval by the LBF of quarterly reports to include a one-page narrative explaining the Grantee's use of grant funds for the quarter, a budget/expense report in a format provided by the Foundation

showing the receipts and disbursements of the grant monies for that quarter and a statistical progress/case report in the form prescribed by the Foundation showing the number and types of cases funded through the GRANT. These reports must be received within 15 days following the close of the quarter.

2. Within 8 days of the termination of the grant a Final Report must be submitted by the Grantee to the Foundation. The Final Report must include:

- a. One copy of a final report on the grant project, including a complete statement of income and expenses and a complete accounting of any cost sharing contributions;
- b. One copy of a final narrative report providing a detailed description of the project as it actually occurred;
- c. A statistical report in the form prescribed by the Foundation showing the number and types of cases funded through the GRANT, if the Grantee serves indigent clients;
- d. One copy of the Grantee's annual audit; and
- e. One copy of the Grantee's auditor's management letter.

V. MODIFICATIONS. There shall be no modification of the terms of this Agreement without written authorization from the Louisiana Bar Foundation. The Foundation shall not be liable for any costs incurred by the Grantee which are not in conformance with the terms of this Agreement.

VI. LIABILITY. In making this grant, The Louisiana Bar Foundation does not assume any liability or responsibility for the actions of the Grantee in carrying out the purposes of the grant.

VII. INDEMNIFICATION. Grantee hereby agrees to indemnify and hold harmless the Foundation and its Board against and in respect of all liabilities and obligations of, or claims against the Foundation and its Board, including all actions, suits, proceedings, demands, assessments, judgments, legal fees, costs and expenses arising out of Grantee's actions under this Agreement; provided, however, that Grantee shall not indemnify the Foundation and its Board with respect to any liabilities arising from the Foundation and its Board's breach or noncompliance with the specific terms of this Agreement.

VIII. NONCOMPLIANCE. Failure of the Grantee to comply promptly with any and all provisions of the Grant Agreement shall be sufficient cause for the Grant Agreement to be terminated. Such termination shall be effective upon receipt by the Grantee of written notice from the Foundation.

IX. DISCRIMINATION. Grantee will not discriminate on the basis of race, color, religion, sex, age, handicap, or national origin against (1) any person applying for employment or employed by the applicant with respect to any personnel action proposed or taken concerning the applicant or employee; or (2) any person seeking participation in, or the benefits or proceeds of, the program or projects supported in whole or part by the grant.

X. TERMINATION FOR CAUSE. Either party may terminate this Agreement for cause based upon the failure to comply with the terms and/or conditions of the Agreement upon providing written notice specifying the failure. If within thirty (30) days after the receipt of such notice the failure has not been corrected or, in the case of failure which cannot be corrected in thirty (30) days, the party has not begun corrective action in good faith and thereafter proceeded diligently to complete such correction, then the party failing to comply may, at its option, be placed in default and the Agreement shall terminate on the date specified in such notice.

XI. TERMINATION FOR CONVENIENCE. LBF may terminate this Agreement at any time by giving thirty (30) days written notice to SELLS. The SELLS shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

XII. SEVERABILITY. In the event any term or portion of this Agreement is found to be unenforceable or void either in whole or in part, then the offending term shall be construed to be invalid and severable to the extent permitted by law and the balance of the Agreement shall remain in force and effect.

XIII. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Louisiana. Grantee agrees to comply with any and all State or Federal regulations and laws governing the funds associated with this Agreement.

XIV. FISCAL FUNDING CLAUSE. The continuation of this Agreement is contingent upon the appropriation of funds by the Legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means

provided in the appropriations act, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, it shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

WITNESS OUR SIGNATURES, this the _____ day of _____, _____ (year)

GRANTEE: CINC 2022-002
Southeast Louisiana Legal Services Corporation/Child in Need of Care Program

By: _____

LOUISIANA BAR FOUNDATION

By: _____
Alan G. Brackett
President, Louisiana Bar Foundation

LBF CHILD IN NEED OF CARE (C.I.N.C.)

Grantee: _____

State Fiscal Year: July 1, 2022 - June 30, 2023

Reporting Quarter: _____

TOTAL Number of all Children in Need of Care Served: _____

Number of La. Judicial Districts Served: _____

Number of Foster Care/Removal: _____

Number of La. Courts (include city/other) served: _____

Number of Family Services/Non-Removal: _____

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	
1	SECTION 1: JURISDICTION APPEARANCES																		Total
2	Continued Custody/First Appearance																		
3	Answer																		
4	Pre-Hearing Conference																		
5	Informal Adjustment																		
6	Adjudication																		
7	Disposition																		
8	Case Plan Presented																		
9	Review																		
10	Permanency Hearing																		
11	Termination-Answer																		
12	TPR Adjudication																		
13	Motion																		
14	Voluntary Transfer																		
15	Writ/Appeal																		
16	Protective Order																		
17	Adoption Hearing																		
18	Discovery																		
19	TOTALS																		
20																			
21	SECTION 2: STAFFINGS																		
22	Child Visits																		
23	FTCs/Admin Review																		
24	School File Review																		
25	IEPs Attended																		
26	ISCs Attended																		
27	Permanency Planning Staffings																		
28	TOTALS																		
29																			
30	SECTION 3: FILE STATUS																		
31	Files Opened																		
32	Files Closed																		
33																			
34	SECTION 4: PLACEMENT/PERMANENCY																		
35	Change in Placement																		
36	Achieved Legal Permanency																		
37																			
38	SECTION 5: TIMELINESS MEASURES																		
39	1.) Time to First Permanency Hearing																		
40	2.) Time to all Subsequent Permanency Hearings																		
41	3.) Time to Permanent Placement																		
42	4.) Time to Termination of Parental Rights Petition																		
43	5.) Time to Termination of Parental Rights																		
44																			
45	SECTION 6: CHILDREN IN COURT																		

