

**CONTRACT FOR DEFENSE SERVICES
ON BEHALF OF INDIGENT CHILDREN
IN JUVENILE COURT PROCEEDINGS**

THIS CONTRACT FOR DEFENSE SERVICES ON BEHALF OF INDIGENT CHILDREN IN JUVENILE COURT PROCEEDINGS (hereinafter sometimes referred to as the “Contract”) is entered into by and between the **LOUISIANA PUBLIC DEFENDER BOARD** (hereinafter sometimes referred to as the “LPDB”), a Louisiana state agency created and established within the Office of Governor, whose address is 500 Laurel Street, Suite 300, Baton Rouge, Louisiana 70801, represented herein by James T. Dixon, Jr., State Public Defender; and the **JUVENILE REGIONAL SERVICES, INC., d/b/a/ LOUISIANA CENTER FOR CHILDREN’S RIGHTS** a Louisiana non-profit corporation (hereinafter sometimes referred to as the “LCCR” or “Contractor”), whose address is 1820 St. Charles Avenue, Suite 205, New Orleans, Louisiana 70119, appearing herein through its duly authorized representative, Joshua Perry, Executive Director.

PREAMBLE

WHEREAS, Article I, Section 13 of the Louisiana Constitution of 1974 mandates the Louisiana Legislature to “provide for a uniform system for securing and compensating qualified counsel for indigents;”

WHEREAS, in an effort to carry out its constitutional mandate, the Louisiana Legislature enacted Act No. 307 of the 2007 Regular Session of the Louisiana Legislature (hereinafter sometimes referred to as the “Louisiana Public Defender Act”), which is codified at La. R.S. 15:141, et seq., and created the LPDB;

WHEREAS, pursuant to La. R.S. 15:146(A)(1), the LPDB is responsible for providing the supervision, administration, and delivery of a statewide public defender system;

WHEREAS, to help the LPDB discharge its responsibility, the Louisiana Legislature, in La. R.S. 147(A), vested the LPDB with “all regulatory authority, control, supervision, and jurisdiction, including auditing and enforcement, and all power incidental or necessary to such regulatory authority, control, supervision, and jurisdiction over all aspects of the delivery of public defender services throughout the courts of the state of Louisiana;”

WHEREAS, in accordance with La. R.S. 15:147(C)(1), the LPDB is authorized and desires to enter into contracts with independent public defender organizations qualified with the United States Internal Revenue Service for an exemption from federal income tax under Section 501(c) of the Internal Revenue Code to provide counsel for indigent defendants; and

WHEREAS, LCCR is an independent public defender organization qualified with the United States Internal Revenue Service for an exemption from federal income tax under Section 501(c) of

the Internal Revenue Code to provide counsel for indigent children who are the subject of cases instituted pursuant to the Louisiana Children's Code (except Title VI thereof) and, further, desires to provide attorneys who are qualified to provide the services contemplated by this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is agreed by and between the parties as follows:

This Contract supersedes and terminates all prior agreements for attorney services between the parties.

I. Work Required Under this Contract

A. Direct Representation in the Orleans Parish Juvenile Court

1. Scope and Duration of Representation:

- i.** LCCR shall provide high-quality, zealous, holistic, client-centered, and continuous representation to indigent children in the Orleans Parish Juvenile Court who are the subject of cases instituted pursuant to Title III, Title VII, and/or Title VIII of the Louisiana Children's Code.
- ii.** LCCR's representation in each case contemplated by this Contract shall begin with appointment on the case, and shall terminate at the time that the child's juvenile disposition in the case is completed, or at the termination of juvenile jurisdiction over the child, whichever is sooner. The term "case," as used herein, means a single charge or set of charges concerning a single juvenile respondent in one court in one proceeding. An appeal of a final order to an appellate court is a separate case.
- iii.** Notwithstanding any other provision of this Contract, LCCR shall not provide representation in any case which violates any applicable rules or standards promulgated by the LPDB or in which representation by LCCR might or would give rise to an ethical conflict for LCCR under the *Louisiana Rules of Professional Conduct* or other controlling law.
- iv.** "Representation to indigent children," as used in this Contract, shall include all reasonable and necessary steps to assure that each indigent child is represented in a manner that protects his or her constitutional rights.
- v.** "Representation to indigent children," as used in this Contract, does not include litigation or proceedings arising out of or involving litigation or

proceedings arising out of or involving tort or worker's compensation or other civil proceedings outside of the strict confines of the representation of indigent children who are the subject of cases of cases instituted pursuant to Title III, Title VII, and/or Title VIII of the Louisiana Children's Code.

2. Expert and Ancillary Services:

- i. The representation required by this paragraph shall include expert and ancillary services – including fact investigation, social service planning and implementation, and education advocacy – necessary and appropriate to quality representation. The use of expert and ancillary services shall comply with any applicable rules or standards promulgated by the LPDB and “Ten Core Principles for Providing Quality Delinquency Representation through Indigent Defense Delivery Systems,” promulgated by the American Council of Chief Defenders (“Ten Core Principles”).

3. Caseloads and Workloads:

- i. LCCR shall closely monitor the workloads and caseloads of all staff. This workload and caseload monitoring shall be defined and qualified in accordance with any applicable rules or standards promulgated by the LPDB and the “Ten Core Principles.”
- ii. In representing children in the Orleans Parish Juvenile Court, LCCR shall not exceed the annual attorney caseload limit of 200 juvenile cases per practicing attorney set out in Standard 13.12 of the “Report on Courts” issued by the National Advisory Commission of Criminal Justice Standards and Goals, and accepted by the American Council of Chief Defenders in its “Statement on Caseloads and Workloads,” issued in 2007.
- iv. Notwithstanding this provision, LCCR shall represent children in cases under this Contract that exceed the above-specified caseload standard by up to 5% in fiscal year 2016, to the extent that LCCR may do so without diminishing the quality of representation being delivered to eligible children in the Orleans Parish Juvenile Court.
- v. When it appears to the Executive Director of LCCR that the quantum of work performed by LCCR attorneys pursuant to this Contract, or the number cases in which representation is provided pursuant to this

Contract, will lead to a diminishment in the quality of representation provided under this Contract and/or will exceed the caseload limits provided herein by greater than 5% in the fiscal year, LCCR shall promptly notify LPDB of same in writing. If LPDB is able to provide adequate relief at such time, LPDB will assist LCCR in complying with the Service Restriction Protocol.

B. Organizational Capacity.

1. LCCR shall provide appropriate ongoing and comprehensive training, education, and professional development for all staff employed by LCCR to provide services under this Contract. "Ongoing and comprehensive training, education, and professional development" shall be defined and qualified in accordance with "Ten Core Principles."
2. LCCR shall provide supervision and systematic quality reviews of all staff employed by LCCR to provide services under this Contract. This supervision shall be defined and qualified in accordance with "Ten Core Principles."
3. LCCR shall maintain the resources, management and administrative support for its practice necessary to allow staff to provide services in compliance with this Contract. This provision of administrative support and management shall be defined and qualified in accordance with "Ten Core Principles."

C. Fundraising:

1. Prior to the commencement of this Contract, LCCR will furnish to LPDB a comprehensive annual budget plan outlining projected revenues and expenditures associated with LCCR' operations. It is anticipated by LCCR that the true cost of its operations in Fiscal Year 2016 will amount to approximately \$1,043,197.
2. LCCR shall, prior to and during the term of this Contract, undertake all reasonable efforts to obtain supplemental funding in, at a minimum, the amount of the difference between the Contract amount and LCCR' anticipated costs of operations. If it appears to the Executive Director of LCCR that LCCR may not be able to obtain sufficient supplemental funds to continue delivering services according to the standards and model described herein, LCCR shall promptly notify LPDB of same in writing.

D. Other Services:

1. **Resources and Training.** In addition to the direct representation detailed above, LCCR shall also provide other services as assigned by the State Public Defender or his designee, with the agreement of the Executive Director of LCCR, and including, but not limited to, providing training and other professional development services to attorneys and other staff representing children in juvenile proceedings, and providing technical assistance and consulting in juvenile proceedings.
2. **Systemic Advocacy.** To the extent possible given constraints of workload and caseload, subject to the other requirements imposed by this Contract, and at the discretion of LCCR's Executive Director, LCCR shall also engage in advocacy on behalf of positive systemic change in the juvenile justice system, as required by the "Ten Core Principles." Further, as required by the "Ten Core Principles," and at the discretion of LCCR's Executive Director, LCCR shall also work with community members, justice system stakeholders, and others to improve school, mental health and other treatment services and opportunities available to children and families involved in the juvenile justice system.

II. Performance Measures and Deliverables

A. Performance Objectives

1. The legal representation provided by LCCR pursuant to this Contract shall be high-quality, zealous, holistic, client-centered, and team-based and shall be performed in a professional and ethical manner.
2. The organizational and program model developed and implemented by LCCR for providing representation under this Contract shall reflect nationally-accepted best practices in juvenile defense.
3. LCCR shall perform services under this Contract in the most cost-effective way reasonably practicable, consistent with the performance standards required by this Contract and, to the extent possible considering funding constraints, consistent with achieving resource parity with equivalent programs delivering indigent criminal defense services and with prosecution agencies.
4. In performing all services pursuant to this Contract, LCCR shall act in accordance with, and shall make all reasonable efforts to realize, its stated organizational mission, vision, goals, and values.

B. Performance Measures

1. **Standards and Staff Evaluations:**
 - i. LCCR shall comply with all applicable constitutional, statutory, LPDB rule, court rule and case law requirements and shall strive to meet the criteria articulated in the “Ten Core Principles.”
 - ii. In rendering services under this Contract, LCCR shall also comply with its internal compendium of “Protocols, Standards, and Practice Expectations.” On at least one occasion during the term of this Contract, LCCR’s Executive Director shall cause to be evaluated, in writing, the performance of every LCCR employee rendering legal services under this Contract in light of LCCR’s own “Protocols, Standards, and Practice Expectations” manual. LCCR shall make those written evaluations available for LPDB to examine, upon request, at LCCR’s offices.
2. **Data-Driven Program Evaluation:** Prior to, or during, the term of this Contract, LCCR shall make every reasonable effort to engage a qualified social scientist who shall conduct a data-driven evaluation of LCCRs’ program in the Orleans Parish Juvenile Court. That evaluation shall include the careful collection and analysis of data concerning interventions and actions undertaken by LCCR staff delivering services under this Contract, and the careful collection and analysis of data concerning outcomes in cases in which LCCR provides services under this Contract. The evaluation shall determine LCCR’s effectiveness in attaining its program goals. LCCR shall make the results of the evaluation available for LPDB to examine, upon request, at LCCR’s offices.

C. Monitoring by LPDB

1. LPDB shall monitor the timeliness and adequacy of services provided by LCCR and the orderly process of cases through the court system.
2. LPDB will review all billings submitted by LCCR for compliance with the contract maximum and contract term.
3. LPDB will perform periodic sampling of the pleadings filed on behalf of the indigent children for form, procedural correctness, legal analysis and substance.

- III. Quality of Legal Services:** LCCR shall contract or otherwise deliver the services described in Paragraph I for the defense of indigent children in juvenile court proceedings and shall maintain and make available to the LPDB, upon request, all contracts executed by and between LCCR and third parties for the delivery of defense services in juvenile court proceedings, provided the request is made within three years of the termination of this Contract.

The legal representation provided under this Contract by LCCR and/or its subcontractors shall be of such quality as will meet all constitutional, statutory, LPDB rule, court rule and case law requirements. Each subcontractor's services shall be rendered pursuant to written agreement with LCCR consistent with the provisions and requirements of this Contract. LCCR shall submit to the LPDB the name and qualifications for each attorney who is assigned a juvenile case under this Contract. Except as provided in this Contract, LCCR agrees to complete all cases received under this Contract, even though the completion of the case may occur beyond the term of this Contract, provided LCCR is compensated at a rate equivalent to that agreed upon herein.

Attorney workloads should be monitored and managed so that workloads comply with the caseload standards set forth in Paragraph I, discussed above. Additionally, documentation of the entire caseload and workload of every employee and every contractor, whether funded by this Contract or not, shall be documented.

- IV. Monthly Reports:** On or before the 10th of each month, LCCR shall submit to LPDB a monthly financial report for the second month immediately preceding the report due date. The report shall contain a listing of all expenditures made with funds received under this Contract. The financial reports must include the Profit and Loss Statement (or Income Statement) and the Balance Sheet in a format approved by the State Public Defender or Deputy Public Defender, Director of Juvenile Defender Services. . Absent extenuating circumstances, failure to submit timely and complete monthly reports may result in delayed monthly payments.
- V. Timesheets:** Upon written notice from the State Public Defender, Deputy Public Defender or Juvenile Justice Compliance Officer, all LCCR personnel (independent contractors and employees), whether full-time or part-time, shall keep timesheets documenting his or her work on each case LCCR handles, in a format approved by the State Public Defender or Deputy Public Defender, showing the work activities performed on LCCR's behalf and the actual amount of time expended on a daily basis. Said documentation shall not disclose privileged and/or confidential information. LCCR shall maintain LCCR personnel timesheets at LCCR's office for inspection by the LPDB and/or its staff.
- VI. Duties of LCCR:** The following conditions shall be met and maintained by LCCR:

- A.** LCCR shall provide the services described herein for the defense of indigent children in juvenile court proceedings in the Orleans Parish Juvenile Court.
- B.** On or before the effective date of this Contract, LCCR shall provide the Juvenile Justice Compliance Officer a Staff Report which contains a list of all employees and all independent contractors who are expected to perform or have performed any services pursuant to this Contract. All employees and all independent contractors shall be identified by name, position, annual salary or hourly fee, and whether employed full-time (i.e., works 40 or more hours per week), part-time (i.e., works less than 40 hours per week) or temporarily. If part-time, the average number of hours worked per week also shall be indicated for each such part-time employee/independent contractor. If, at anytime during the Contract term, the employee/independent contractor list changes, LCCR shall provide the Juvenile Justice Compliance Officer with an updated list forthwith.
- C.** LCCR shall maintain and account for all funds delivered by the LPDB to LCCR pursuant to this Contract separately from any other revenue in a segregated fund account LCCR will provide the LPDB with required monthly reports as provided in Paragraph III of this Contract.
- D.** LCCR shall document that all state funds are used exclusively on work performed in accordance with this Contract, including state funds used to pay overhead and support costs (i.e., rent, malpractice insurance, etc.).
- E.** LCCR must provide LPDB with any and all corporate and financial records upon request of the State Public Defender or Deputy Public Defender.
- F.** LCCR shall maintain and make available to the LPDB upon request all invoices and payments made and any other record, document or information LPDB may request that might relate to the distribution of LPDB funds, provided the request is made within three years of the termination of this Contract.
- G.** LCCR shall maintain and make available to the LPDB upon request all contracts executed by and between LCCR and third parties for the delivery of criminal defense services pursuant to this Contract, provided the request is made within three years of the termination of this Contract.
- H.** LCCR shall not use any portion of funds received from the LPDB pursuant to this Contract to defray the expenses of counsel presently under contract with the LPDB for the provision of professional services in the defense of indigent children in a specific case.

- I. LCCR shall comply with all federal, state, and local laws, ordinances and regulations, in carrying out the provisions of this Contract, including, without limitation, Louisiana's nonprofit corporation law (La. R.S. 12:201, et seq.).
- J. LCCR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the LPDB.
- K. LCCR shall complete a conflicts check of all new clients/cases during intake.
- L. LCCR shall enter the following information into the LPDB database, defenderData, within forty-eight (48) hours of opening or closing a case:
 - 1. The case name;
 - 2. Appropriate identifying information regarding the client; and
 - 3. The status of the case.
- M. Upon request of the State Public Defender and/or Deputy Public Defender, LCCR will engage the services of a management consultant who will analyze and evaluate LCCR's management and operating procedures; the management consultant will then make recommendations based on his or her findings to the Executive Director of LCCR and the State Public Defender and/or Deputy Public Defender. The Executive Director of LCCR and the State Public Defender or Deputy Public Defender must agree on the selection of the management consultant and the terms and conditions of such engagement. It is agreed that LPDB staff will have unfettered access to the management consultant and can discuss LCCR matters openly with the management consultant LCCR further agrees that LPDB, through its own staff and/or contractors, is authorized to analyze and evaluate LCCR's management and operating procedures at LPDB's cost.
- N. Failure of LCCR to comply with the above mentioned provisions constitutes cause for termination of this Contract as provided for in Paragraph XIX. Termination of this Contract for default under the above-mentioned provisions is effective upon receipt of written notice.

VII. Mandatory Leadership Training: Pursuant to the legislative intent behind the Public Defender Act of 2007, including fulfillment of the Louisiana Legislature's mandate under Article I, Section 13 of the Louisiana Constitution to provide "a uniform system for securing and compensating qualified counsel for indigents," the Executive Director (or his or her designee with the prior approval of the State Public Defender or Deputy Public Defender) agrees to attend the Board-sponsored Leadership Training program offered annually.

VIII. Amount of Payment: In consideration of the services described above, the LPDB agrees to pay LCCR and LCCR agrees to submit invoices in accordance with the following:

- A. LCCR will be paid a total of FIVE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$510,000.00). This amount includes both fees for all services and expenses typically considered in calculating overhead.
- B. The total of all sums payable under this Contract to LCCR for criminal defense services at trial shall not exceed of FIVE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$510,000.00). Payment will be made monthly for one-twelfth of the contract amount, paid upon presentation to the LPDB from LCCR an invoice and the required monthly reports pursuant to Paragraph III of this Contract. Monthly payments are contingent on timely submission of the required monthly reports.
- C. LCCR hereby agrees that the responsibility for payment of taxes from the funds received under this Contract shall be LCCR's obligation and identified under the Federal Taxpayer Identification Number provided by LCCR.
- D. LCCR agrees not to accept payment from any source other than LPDB for the services to be performed under this Contract, including conflict work, without the consent of the State Public Defender or Deputy Public Defender. Notwithstanding the foregoing, it is understood and agreed that LCCR is authorized to seek supplemental funding through fundraising efforts in order to develop and implement a program model that reflects nationally-accepted best practices in juvenile defense.

IX. Term: The terms of this Contract shall commence July 1, 2015, and shall continue in effect until June 30, 2016.

- A. The effective dates of this Contract may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to the termination date. Request for extensions may be initiated by either party by the mailing of the request to the party, via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this Contract. This Contract may only be extended by an executed and approved amendment for not more than two times. If either party informs the other than an extension of this Contract is deemed necessary, an amendment may be prepared by the LPDB and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to the LPDB with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval. Notwithstanding the foregoing, in no event

shall the total term of this Contract, including extensions hereto, be for a period of more than three years.

- B.** The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this Contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is the responsibility of LCCR to advise the LPDB in advance if contract funds or contract terms may be insufficient to complete contract objectives.
- C.** Further, the LPDB, may, at its sole discretion, reduce the total amount of this Contract at any time during the contract term without the concurrence of LCCR.
- X. Restricted Use of Funds:** Contract funds shall be used exclusively by LCCR for the exclusive use to fund cases as enumerated in paragraph I and for actual administrative costs, including, but not limited to rent, utilities, and office expenses.
- XI. Record Retention:** LCCR shall keep contemporaneous detailed records to enable LPDB to verify all costs and expenses including the attorney billable time charged in all cases under this Contract. The records shall include supporting documentation necessary to adequately evaluate and substantiate payments made under this Contract. In lieu of submitting the contemporaneous detailed records, LCCR agrees to retain and make available for inspection and audit at LCCR's place of business, upon reasonable notice, all books statements, ledgers and other financial records relating to services under this Contract for a period of three years from the date of the payment.
- XII. Auditor's Clause:** The Legislative Auditor of the State of Louisiana, the Division of Administration, and LPDB staff and/or agents may audit all records of LCCR which relate to this Contract. LCCR shall maintain said records for a period of three years after the date of final payment under this Contract. Under no circumstances, however, is information to be provided to the Legislative Auditor or the Division of Administration that is subject to the work product privilege or the attorney/client privilege that exists between LCCR and the indigent child it is representing pursuant to this Contract.
- XIII. Segregation of Duties:** LCCR shall employ proper segregation of duties with regard to the functions of approval, record keeping and custody of assets, including accounting, to minimize the likelihood of undetected errors and irregularities.

- XIV. Budget:** During the term of this Contract, LCCR shall prepare a comprehensive annual budget in a format approved by the State Public Defender (or Deputy Public Defender) presenting a complete financial plan for its upcoming fiscal year. LCCR shall furnish a copy of its completed budget electronically to budget@lpdb.la.gov and in hard copy to the Louisiana Public Defender Board, Attention: Budget Officer, 500 Laurel Street, Suite 300, Baton Rouge, LA 70801, no later than December 31st of each year that this contract is in effect.
- XV. Payroll Registers:** LCCR shall furnish the Board's Budget Officer with copies of its payroll registers twice annually during the Contract. Payroll registers for the 6-month period ending June 30th shall be provided to the Budget Officer no later than July 31st and payroll registers for the 6-month period ending December 31st shall be provided to the Budget Officer no later than January 31st. "Payroll registers," as used herein, means an electronic or hard copy of a record or report that contains and summarizes payroll information (amount of money paid to employees less deductions), including employee's name, regular hours, sick hours, vacation hours, overtime hours, gross pay, withholdings (including federal and state income taxes, social security withheld, and Medicare), other deductions, and net pay.
- XVI. Audit:** LCCR shall be audited annually in accordance with La. R.S. 24:513.
- XVII. Hold Harmless and Indemnify:** LCCR and its subcontractors shall indemnify and save harmless the LPDB against any and all claims, losses, liabilities, demands, suits, damages, causes of action for damages, and judgments of sums of money to any party accruing against the LPDB growing out of: resulting from, or by reason of any act or omission of LCCR, its agents, servants, persons or entities with whom it has or may have contracts now or in the future, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Contract. Such indemnification shall include the LPDB's legal fees and costs of litigation, including, but not limited to, reasonable attorney's fees. LCCR shall provide and bear the expense of all insurance related to duties arising under this Contract.
- XVIII. Notification of Complaint to Office of Disciplinary Counsel:** LCCR shall require all attorneys who are employed by, or contract with, LCCR to sign waivers authorizing release and access to their Louisiana State Disciplinary Counsel records. LCCR shall notify the State Public Defender or Deputy Public Defender, in writing, within fifteen (15) days of the date that a file is opened by the Louisiana Office of Disciplinary Counsel that pertains to the Executive Director and/or any LCCR personnel or sub-contractor, and shall immediately forward the report and recommendation of the hearing officer. LCCR further agrees to comply with the complaint policy promulgated by the LPDB.
- XIX. Independent Contractor:** LCCR and the LPDB expressly agree that no person employed by or contracted by LCCR shall be considered to be an employee or agent of the LPDB for any

purpose, including, specifically, for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana or unemployment compensation coverage, as such term is defined in La. R.S. 23:1021(7). Furthermore, it is expressly agreed that no person employed by or contracted by LCCR shall be entitled to receive any benefits customarily provided to employees of the LPDB, including, but not limited to, sick or annual leave or retirement benefits, from the LPDB. LCCR and any persons or entities with whom LCCR may contract shall be deemed employees or independent contractors of LCCR, as the case may be, and shall not be deemed to have any relationship whatsoever to the LPDB.

XX. Default Termination: The LPDB may terminate this Contract for cause based upon the failure of LCCR to comply with the terms and/or conditions of the Contract; provided that the LPDB shall give LCCR written notice specifying LCCR's failure. If within thirty (30) days after receipt of such notice, LCCR 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 LPDB may, at its option, place LCCR in default and the Contract shall terminate on the date specified in such notice. LCCR may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the LPDB to comply with the terms and conditions of this Contract; provided that LCCR shall give the LPDB written notice specifying the LPDB's failure and a reasonable opportunity for the LPDB to cure the defect. However, the parties specifically agree that upon delivery of the funds specified above, the LPDB shall have no further duty or obligation whatsoever to LCCR under this Contract. Any claims or controversies arising out of this Contract shall be resolved by the provisions of La. R.S. 39:1524-1526.

XXI. Cancellation: Either party shall have the right to cancel this Contract, with or without cause, by giving the other party thirty (30) days written notice forwarded to their respective address by Certified mail with return receipt requested. The LPDB has the right to cancel this Contract upon less than thirty (30) days due to budgetary reductions and/or changes in funding priorities by the LPDB. Notice shall be sent Certified mail, return receipt requested, to the addresses provided above.

XXII. Insurance: Without limiting LCCR's indemnification, it is agreed that LCCR, at its expense, shall maintain in force at all times during the performance of this Contract a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance. LCCR shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 for each person, personal injury; \$500,000 for each occurrence, property damage, liability, or a combined single limit of \$500,000 for each occurrence, personal injury and/or property damage liability. Such insurance shall include the LPDB as an additional insured and shall not be reduced or canceled without thirty (30) days prior written notice to the LPDB.

LCCR shall provide a certificate of insurance or, upon written request of the LPDB, a duplicate of the policy as evidence of insurance protection.

- B. Professional Liability Insurance. LCCR shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment or contracted services with the LPDB which constitute professional services in the performance of this Contract. For purposes of this Contract, professional services shall mean any services provided by a licensed professional. It will be the professional employee's (Counsel) responsibility to maintain professional liability, ERRORS AND OMISSIONS or malpractice coverage with limits of \$1,000,000.00 combined single limit per claim/aggregate. This coverage must be maintained throughout the period of this Contract. LCCR will provide a coverage sheet confirming current coverage if one is not currently on file to the LPDB. LCCR will also provide copies of all renewals which occur within the contract period to the LPDB. LCCR shall provide all malpractice insurance related to its duties arising under this Contract.

- C. Employee Dishonesty Insurance. LCCR shall obtain and keep in effect during the term of the Contract, insurance necessary to ensure LCCR's continued existence in the event of criminal acts by its officers and/or employees in an amount not less than \$500,000.00.

XXIII. Discrimination Clause: LCCR agrees as follows:

- A. To abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and LCCR agrees to abide by the requirements of the Americans with Disabilities Act of 1990; and

- B. To render services under this Contract without regard to race, color, religion, gender, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by LCCR, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Contract.

XXIV. Acts of God, etc.: In the event that the LPDB or LCCR shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of acts of God or nature, or any other reason beyond their control, including governmental action, then

performance of such act shall be excused for the period of the delay, and the term of this Contract and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

XXV. Entire Contract: This writing contains the entire agreement between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Contract may be modified or amended at any time by mutual consent of the parties, provided, that before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties. Notwithstanding the foregoing, in no event, shall this Contract be valid until it has been approved in writing by the Director of the Office of State Procurement, Professional Contracts. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

XXVI. Louisiana Law Applies: The validity, interpretation, and performance of this Contract shall be governed, interpreted, controlled, construed, and regulated in accordance with the laws of the State of Louisiana.

[Signatures on following page.]