

**MEMORANDUM OF AGREEMENT BETWEEN
THE STATE OF ALABAMA DEPARTMENT OF FINANCE AND
ALABAMA NETWORK OF CHILDREN'S ADVOCACY CENTERS
FOR THE DISTRIBUTION OF
CORONAVIRUS STATE FISCAL RECOVERY FUNDS**

This Memorandum of Agreement (the "Agreement") is made by and between the State of Alabama Department of Finance, at 600 Dexter Avenue, Montgomery, Alabama 36130 (hereinafter referred to as "DOF"), and the Alabama Network of Children's Advocacy Centers, an Alabama nonprofit corporation (qualified as a public charity under section 501(c)(3), Section 509(a), and Section 170(c) of the Internal Revenue Code of 1986, as amended), at 8650 Minnie Brown Rd. Ste. 204, Montgomery, AL, 36117 (hereinafter referred to as "ANCAC"). DOF and ANCAC may be referred to herein individually as a "party" and collectively as the "parties." This Agreement becomes effective on the approval of the parties and the Governor of the State of Alabama.

PURPOSE

The federal American Rescue Plan Act of 2021, Public Law No. 117-2, 135 Stat. 4. ("ARPA") was signed into law on March 11, 2021. ARPA amended the federal Social Security Act to add Section 602 to the Social Security Act, and by doing so, created the Coronavirus State Fiscal Recovery Fund (hereinafter referred to as "FRF"). ARPA appropriated funds from the State Recovery Fund to the State of Alabama and other states to support their response to the impact of COVID-19 on their communities, residents, and businesses; and to aid in efforts to contain COVID-19. Under Section 602 of the Social Security Act, the State Recovery Fund funds may be used to cover costs obligated on or before December 31, 2024 and incurred by the State on or before December 31, 2026, for four broad purposes:

- A. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits; or for aid to impacted industries;
- B. To respond to workers performing essential work during the COVID-19 public health emergency, by providing premium pay to eligible workers who are performing essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- C. For the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- D. To make necessary investments in water, sewer, or broadband infrastructure.

The Secretary of the Treasury promulgated regulations for the purposes of implementing the FRF. On April 1, 2022, the Final Rule, published in the January 27, 2022, Federal Register, at 87 Fed. Reg. 4338 (the "Final Rule"), took effect.

The State of Alabama was allocated \$2,120,279,417 from the federal FRF. Alabama Act No. 2023-1 (the "Act"), Section 1(c)(7) appropriates up to \$55,000,000 of such funds to DOF to be used to support the eligible programs and services in response to the negative economic impacts of the public health emergency that include programs that provide services to school-age children (hereinafter referred to as the "Funds").

The DOF desires to utilize \$4,000,000 of the Funds to support the programs of ANCAC in support of Alabamians in accordance with Appendix A (hereinafter referred to as the "Project"), attached hereto and incorporated herein by reference.

The proposed utilization of the Funds has been presented to DOF by ANCAC, and DOF has concluded that the proposed utilization of the Funds is necessary to ensure an adequate response to and mitigation of the COVID-19 pandemic and public health emergency in Alabama and the economic impacts thereof. Further, DOF concludes that funding this project using the Funds is an appropriate use of thereof under both federal and state law. DOF fully supports ANCAC in its effort to support the citizens of Alabama.

PARTIES' RESPONSIBILITY

ANCAC agrees to the following:

1. To use the Funds throughout its operations within the state of Alabama, to carry out the objectives of the Project as set forth in this Agreement and in Appendix A and for no other purpose;
2. To comply with all federal requirements applicable to Subrecipients, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements;
3. To provide to the State Finance Director's Office by August 10, 2023, and monthly thereafter on the 10th of every month, a report detailing how the Funds are being utilized and details of expenditures made since the preceding report, and further provide quarterly reports beginning on October 10, 2023 (and quarterly thereafter) as well as interim reports as the State Finance Director's Office may determine necessary;
4. To use the Funds provided by DOF under this Agreement in accordance with Section 602 of the Social Security Act, the Final Rule and other federal and state law, and for the purposes set forth in this Agreement, and for no other purpose;
5. To return any Funds provided by DOF under this Agreement that remain unobligated on June 1, 2024 by June 30, 2024;
6. To provide to the State Finance Director's Office on June 1, 2025 and June 1, 2026, reports setting forth the expenditure status of all obligated Funds, to include the anticipated status of funds between the date of the report and the final return date set forth below; and

7. To return any Funds provided by DOF under this Agreement that remain unspent on June 1, 2026 by December 1, 2026.

DOF agrees to the following:

1. To provide, within fourteen (14) days of the effective date of this Agreement, \$4,000,000 to ANCAC from the State's Funds appropriated pursuant to Alabama Act 2023-1 for the purposes described in this Agreement and for no other purpose; and
2. To make all reports to the federal government required by ARPA.

FINANCIAL ARRANGEMENTS

The parties agree that within fourteen (14) days of the effective date of this Agreement, DOF will provide and advance \$4,000,000 to ANCAC under this Agreement towards the Project. ANCAC acknowledges that all Funds provided under this Agreement must be obligated by June 1, 2024 or returned to DOF by June 30, 2024 and spent by June 1, 2026 or returned to DOF by December 1, 2026. Reimbursements or invoice payments may not occur after that date.

OUTSIDE CONSULTANTS

ANCAC may employ outside professional consultants to assist with executing the project; however, the consultants must be reasonable in amount and comply with audit requirements for use of the Funds under the Act.

TERMINATION OF AGREEMENT

Except as set forth in this section, this Agreement may be terminated only in a writing signed by each party or representative of each party. If DOF concludes, after a reasonable investigation and in its sole discretion as administrator of the Funds, that the Funds provided hereunder have been used in a manner inconsistent with federal or state law, DOF may terminate this Agreement immediately upon written notice to ANCAC.

MISCELLANEOUS PROVISIONS

- A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by the Constitution of Alabama, 2022, Art. XI, Sec. 213.
- B. By signing this Agreement, the parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. A contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. As required by Section 31-13-9, verification of enrollment in the E-Verify program will be required prior to any grant to a subrecipient who employs one or more employees within the State of Alabama. To enroll in the E-Verify program visit <https://www.e-verify.gov/>

- C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, the sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
- D. In order to comply with federal notice requirements relating to the administration of grants and other federal assistance funds, DOF provides the following information to ANCAC: this subaward is provided to ANCAC through a grant to the State of Alabama in the amount of \$2,120,279,417 from the United States Treasury via Section 602 of the Social Security Act, as added by Public Law No. 117-2, known as the American Rescue Plan Act of 2021 ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund. This subaward is provided in accordance with the requirements set forth in ARPA and other applicable federal and state law and policy, and ANCAC affirms that all information it has provided to DOF relating to this subaward is true and accurate. This subaward does not include research and development. The parties acknowledge and understand that each subrecipient of the Funds will be evaluated in accordance with Code of Federal Regulations, Title 2, § 200.331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. Further, each subrecipient's activities will be monitored as necessary to ensure that the subaward is used for authorized purposes, in compliance with law, and that subaward performance goals are achieved. Other monitoring tools may be implemented on the level of risk imposed by the subrecipient.
- E. Code of Federal Regulations, Title 2, § 200.331(f) requires DOF to verify that each subrecipient that is expected to expend \$750,000 or more in Federal awards during a fiscal year have a single or program-specific audit conducted for that year in accordance with the provisions of Code of Federal Regulations, Title 2, § 200.501. The parties acknowledge that DOF has provided notice to ANCAC of the audit requirements applicable to the award made by this Agreement and ANCAC agrees to comply therewith.
- F. Ala. Code § 41-16-82 requires a Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.
- G. The recipient, subrecipient, grantee, subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity

receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

H. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that ANCAC is a "Subrecipient" as that term is defined in Code of Federal Regulations, Title 2, §200.1. As such, ANCAC is responsible for complying with all federal requirements for Subrecipients, including the Single Audit Act and the provisions of Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements. As used in this Agreement, "obligate" or "obligated" shall have the meaning prescribed in the Final Rule, specifically, "An order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." See 31 CFR 35.3. The parties acknowledge and agree that this subaward is a "grant" as defined in the state's procurement code at Ala. Code § 41-4-114. Pursuant to Ala. Code § 41-4-112(3), the state's procurement code does not apply to grants. Therefore, the state's procurement code (Code of Alabama 1975, Title 41, Article 5) is inapplicable to this subaward. However, federal procurement requirements apply to purchases made with this subaward. ANCAC, as a subrecipient of the State and as a non-federal entity, must follow the procurement standards enumerated in 2 CFR 200.318 through 200.327. ANCAC's procurement policy for purchases made with federal funding, as articulated in Appendix A, shall apply to purchases made with the Funds.

AMENDMENT OF AGREEMENT

This Agreement may only be amended by a writing signed by each party of representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials duly authorized to execute such agreements.

[SIGNATURES ON NEXT PAGE]

**State of Alabama
Department of Finance**

Alabama Network of Children's Advocacy Centers

Bill Poole 8/10/23
Bill Poole Date
Director of Finance

Lynn Bius 8/9/23
Lynn Bius Date
Executive Director

APPROVED:

Kay Ivey 8/15/2023
Kay Ivey Date
Governor of Alabama



Alabama Network of Children's Advocacy Centers, Inc.

May 12, 2023

Susan Wilhelm
Assistant Finance Director
State of Alabama
600 Dexter Avenue, Suite N-200
Montgomery, AL 36130

Dear Susan:

The Alabama Network of Children's Advocacy Centers (ANCAC) would like to formally request \$5,000,000 in ARPA funding from the Expenditure Category "to respond to the far-reaching public health and negative economic impacts of the pandemic". The ANCAC consists of 47 Children's Advocacy Centers (CACs) serving all 67 counties in Alabama. A Children's Advocacy Center is the *one* non-profit that serves as the first stop for children victimized by sexual abuse, severe physical abuse, criminal neglect and/or who have witnessed a violent crime.

At its core, the model is about teamwork- bringing the agency professionals together to put the needs of the child victim first. CACs provide a safe, child-friendly environment where law enforcement, child protective services, prosecution, victim advocates, medical and mental health professionals can share information and develop effective, coordinated strategies sensitive to the needs of each unique case and child. It is the goal of all local centers to reduce trauma to child victims and their involved family members by offering six core services.

Specialized Forensic Interviewing	Medical Evaluations/Referrals
Evidence-Based Trauma Informed Therapy	Multidisciplinary Team Case Reviews
Family Advocacy and Victim Support	Joint Investigation Coordination

During the first year of Covid-19, caseloads dropped by more than 17% in Alabama. The pandemic created a conglomeration of risk factors both for parents and children which increased the likelihood of child abuse and neglect, domestic violence, and mental health concerns. The public health measures used to reduce the spread of Covid-19, reduced contact of children with professionals, mandated reporters, and social support systems who would otherwise have been the first line of support and protection for these children. In addition, many children were forced to stay at with their offenders. Given the reduction of preventative services, limitation of mandated reporter access, and reduced ability of child welfare to investigate and provide services, the rates of abuse increased in number, intensity and severity.

Even more, CACs were already operating at full capacity; and this was before they returned to the anticipated pre-pandemic caseloads. As children returned to school, churches and engaged in other community activities there was a large spike in reports, substantiated cases and services required by child protection workers. The CACs in Alabama saw a 13% increase in Forensic Interviews and Medical Referrals and a 20% increase in Evidence-based mental health sessions in 2021 while revenues decreased by 20%. A significant funding source for ANCAC members, and other victim service providers in Alabama has been federal funding through the Victims of Crime Act (VOCA) which has experienced dramatically reduced funding over the past four years.

Congress passed the VOCA Fix Act but it will take multiple years to replenish the Crime Victims Fund. The ARPA Funds will serve as emergency dollars to bridge this gap. CACs were frontline workers during COVID but ANCAC did not receive additional funding from COVID Relief Funding. With this requested funding, it is anticipated that each center would be positively impacted with the funding needed to provide the crisis intervention and mental health treatment allowable in the ARPA guidelines. The ANCAC would like to propose the following programs to be considered for ARPA Funding.

- MDT Collaboration and Professional Development-
 - Peer Review for all disciplines
 - Multidisciplinary Trainings for CACs, Law Enforcement, DHR, District Attorneys, and Medical Professionals
- Direct Services-
 - Forensic Interviews, Victim and Family Advocacy, Evidence-Based Trauma-Focused Therapy
 - Prevention Programs- Darkness to Light, School-Based Education
 - Interpreting services for non-English speaking families
 - Medical Examinations and Referrals
- Facility and Technology upgrades to improve organizational capacity-
 - Case Management software
 - Access for tele-mental health and Outcome Measurement Systems
 - Diagnostic screening tests
 - Technology upgrades
 - Capital improvements to improve service delivery
 - Projects for organizational capacity



The ANCAC will serve as the administrator of the funds. The ANCAC will monitor and approve expenditures, allocate funds and complete all quarterly and annual reports required by the Executive Budget Office. With your support and funding, CACs can continue to provide quality, direct services to thousands of children affected by the isolation and injustices during the pandemic. Thank you for your continued support and consideration. Please do not hesitate to contact me at (334.546.5257) if you need additional information or have questions.

Sincerely,

Lynn Bius

Lynn Bius, State Executive Director



Company ID Number: 2211659

Approved by:

Employer AL Network of Childrens Advocacy Centers, Inc.	
Name (Please Type or Print) Lynn m Bius	Title
Signature Electronically Signed	Date 07/18/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/18/2023



Company ID Number: 2211659

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	AL Network of Childrens Advocacy Centers, Inc.
Company Facility Address	8650 Minnie Brown Road Suite 204 Montgomery, AL 36117
Company Alternate Address	PO Box 241922 Montgomery, AL 36124
County or Parish	MONTGOMERY
Employer Identification Number	631048697
North American Industry Classification Systems Code	624
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 2211659



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1



Company ID Number: 2211659

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Lvnn m Bius
Phone Number 3345465257
Fax
Email info@alabamacacs.org



Company ID Number: 2211659



This list represents the first 20 Program Administrators listed for this company.



State of Alabama

Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

AL Network of Children's Advocacy Centers, Inc.

ADDRESS

8650 Minnie Brown Rd., Suite 204

CITY, STATE, ZIP

Montgomery, AL 36117

TELEPHONE NUMBER

334-546-5257

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Department of Finance / ATTN: Legal Division

ADDRESS

Alabama State Capitol, 600 Dexter Ave., Ste. N-200

CITY, STATE, ZIP

Montgomery, AL 36104

TELEPHONE NUMBER

(334) 242-7160

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
<u>N/A</u>		

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
<u>DHR - General Fund</u>	<u>FY22-23</u>	<u>\$1,350,000</u>
<u>DHR - Education Trust Fund</u>	<u>FY22-23</u>	<u>\$900,000</u>

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
<u>N/A</u>		

