

K23-450

**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
MARILLAC COMMUNITY HEALTH CENTERS D/B/A
DEPAUL COMMUNITY HEALTH CENTERS
FOR
HIV/AIDS SERVICES**

RFQ NO. 1629

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Marillac Community Health Centers d/b/a DePaul Community Health Centers, represented by Michael Griffin, President and CEO (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” This Amendment is effective March 1, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on, March 1, 2022, the City and the Contractor entered into a subrecipient agreement for provision of the following services related to HIV/AIDS treatment: Outpatient/Ambulatory Health Services, Emergency Financial Assistance, Early Intervention Services, Referral for Healthcare, and other Expanded Services (the “**Agreement**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to increase compensation, extend the term of continuity of services, and update essential terms and provisions .

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Extension.** The Agreement term is extended for twelve (12) months, from the Effective Date through February 29, 2024.
2. **Compensation.** The compensation of the Agreement is increased by \$642,298.00 for FY23 (\$70,000.00 from HIV Emergency Relief Project and \$572,298.00 from HRSA EHE) to a new total amount not to exceed \$1,205,412.00. The compensation under this Agreement is contingent upon receipt of full Notice of Awards from the funders, and the appropriation and allocation of funds by the City.
3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
4. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other

than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

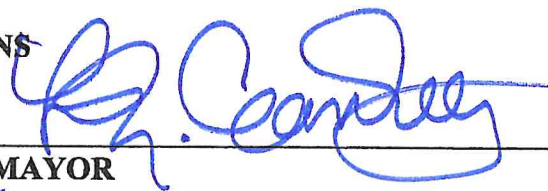
5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, as amended, the terms and conditions of the Agreement remain in full force and effect.
6. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

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IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

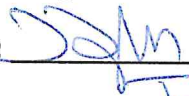
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 31st of May, 2023

FORM AND LEGALITY APPROVED:

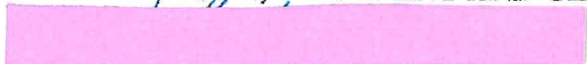
Law Department

By: 

Printed Name: Tracy Tyle

MARILLAC COMMUNITY HEALTH CENTERS
D/B/A DEPAUL COMMUNITY HEALTH CENTERS

BY: 
MICHAEL GRIFFIN, PRESIDENT AND CEO


FEDERAL TAX I.D.