

K20-739

AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
NO/AIDS TASK FORCE D.B.A. CRESCENTCARE
FOR
HOPWA SUPPORTIVE SERVICES
Project Sponsor DUNS# 62-512-1660

Federal Award Identification Number: LAH19F001 / Federal Award Date: 08/16/2019

THIS AGREEMENT (the “**Agreement**”) is made and entered into by and between the City of New Orleans, herein represented by LaToya Cantrell, Mayor, (the “**City**”) and no/aids Task Force dba CrescentCare, represented by Noel J. Twilbeck, Jr., its Executive Director (the “**Project Sponsor**”) to accomplish a Housing Opportunities for Persons with AIDS (“**HOPWA**”) project entitled, “**HOPWA27, NO/AIDS Force dba CrescentCare**” Project Number **HOPWA-027F**, Budget Code **7296**. The City and the Project Sponsor are sometimes referred to as the “**Party**,” and collectively, as the “**Parties**.” The Agreement shall be effective as of January 1, 2020 (the “**Effective Date**”).

RECITALS

WHEREAS, the City has received approval for Housing Opportunities for Persons with AIDS funds from the U.S. Department of Housing and Urban Development (“**HUD**”) (CFDA#14.241) as provided under the provision of the AIDS Housing Opportunity Act to address the housing and supportive service needs of persons with acquired immunodeficiency syndrome (**AIDS**) or related diseases and their families;

WHEREAS, the activities specified are eligible under the Housing Opportunities for Persons with AIDS Grant Program as indicated in the federal regulations 24 CFR 574.300(b)(1)(2)(5)(6)(7), which provides for housing information services including, but not limited to, counseling, information, and referral services to assist an eligible person to locate, acquire, finance and maintain housing. This may also include fair housing counseling for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap; which provided for resource identification to establish , coordinate and develop housing assistance resources for eligible persons(including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives); which provides for project- or tenant-based rental assistance, including assistance for shared housing arrangements; short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling; supportive service - permanent housing placement; and eligible under provision 24 CFR 574.300 (b)(10)(ii) which provides for administrative costs;

WHEREAS, this project is considered an exempt activity as per Part 58, Subpart D Section 58.35(b)(2)(3) Categorical Exclusion (not subject to 58.5) of the Environmental Review Procedure performed for Title I Housing Opportunities for Persons with AIDS Programs under Title 24 Part 58 of the Code of Federal Regulations;

WHEREAS, the City desires to address the housing and supportive service needs of persons with AIDS and related diseases; and

WHEREAS, the Project Sponsor has the expertise to provide such activities to low- and moderate-income individuals and families residing in the following seven Louisiana Parishes: Orleans, Jefferson, St. Bernard, St. Charles, St. Tammany, Plaquemines, and St. John the Baptist; and

WHEREAS, the City has agreed to provide funding for the service to be rendered.

NOW, THEREFORE, the City and the Project Sponsor, for the considerations and under the conditions set forth do hereby agree as follows:

ARTICLE I – PROJECT SPONSOR’S OBLIGATIONS

A. The Project Sponsor’s Scope of Services are:

1. Attend mandatory meetings sponsored by the Office of Community Development (“OCD”) of the City and HUD.
2. Provide the services and activities specified in the **Contract Analysis Document and Project Description and Reporting Document** for HOPWA projects, which is attached herein, marked as *Attachment I* and made part of this Agreement.
3. Provide **Resource Identification** by assisting with facilitating and coordinating the Core Committee of HIV/AIDS HOPWA providers and stakeholders. This would include but is not limited to the following items:
 - Coordinate the meeting by setting the agenda, take and disseminate notes
 - Ensure that meetings are open and accessible to stakeholders
 - Develop bylaws for the committee that define how the group will operate and function, who will be the members and how they will be selected to ensure comprehensive community representation, how individuals will be selected and how the group will make decisions and recommendations
 - Develop a transparent, thoughtful and detailed process for deciding how to allocate available TBRA slots based on data to ensure equity, transparency and close coordination between TBRA providers
 - Develop an agreed upon list of priorities and a work plan for the next three years for the committee and submit it to the City
 - Develop a Housing Needs Assessment. Perform a review of all existing housing resources in the community available for individuals living with HIV. Collect and analyze existing data sources on housing need.
 - Develop a plan for collection of additional qualitative (client focus groups) and quantitative data around unmet need and client satisfaction with current programs with the intent of developing recommendations as to how the existing resources

(HOPWA and Ryan White Part A housing) might be best used. Provide this information to the City and all stakeholders.

- Develop collaborative working relationships with housing entities including but not limited to HANO, Unity, developers, etc. to represent the interests of the system of HIV housing and care, using accurate data, advocate with local, City, State and National and entities for additional resources dedicated to people and families living with HIV/AIDS.
 - Develop a mechanism (website, listserve, in person meetings, etc.) to keep the community informed about possible housing resources for individuals living with HIV.
4. Provide **Short Term Rent, Mortgage and Utility (STRMU) Assistance** to 190 unduplicated households. The housing department will provide the following activities to deliver STRMU assistance services:
- Disseminate emergency assistance program information to case management providers, primary care providers, and other care and other support service providers to increase program awareness.
 - Distribute appropriate referral documents to service providers who may refer clients to the program.
 - Ensure complete applications and proper documentation to support each request
 - Accepts referrals and assess clients' income and eligibility based on HUD guidelines and agency policy.
 - Make a determination on the appropriateness of the request and assess whether the client has sufficient resources to remain stably housed after the assistance ends.
 - Request and process checks for payment of STRMU assistance.
 - Enter all data into database system to track emergency assistance distributed by category, amount and client.
 - Cap of \$2,000 for the 2020 calendar year

5. Provide **Housing Placement Services** to 250 clients. The housing department will:
 - Disseminate application and referral information to case management providers, primary care providers, and other care and other support service providers to increase program awareness.
 - Assess clients' income and eligibility based on HUD guidelines and agency procedures.
 - Make a determination on the appropriateness of the application
 - Work with the client to find a unit
 - Request and process checks for payment of housing placement assistance (typically application fee, first month's rent and a security deposit).
 - Enter all data into database to manage and track data.
 - CAP of \$2,000 per client for the full 2020 calendar year.
6. Provide Tenant Based Rental Assistance (TBRA) to at least 130 people living with HIV/AIDS. This includes but is not limited to:
 - Request and timely process checks for payment of TBRA assistance monthly for all TBRA clients supported by City HOPWA funds.
 - Enter all data into database to manage and track data.
7. Provide **Housing Information Services** with the assistance of a Housing Coordinator to place 125 individuals into housing. The staff will conduct and/or facilitate the following activities to deliver housing coordination services:
 - Disseminate application and referral information to case management providers, primary care providers, and other care and other support service providers to increase program awareness.
 - Assess clients' income and eligibility based on HUD guidelines and agency policy for TBRA slots.
 - Make a determination on the appropriateness and completeness of the TBRA

application

- On a yearly basis, staff will recertify all TBRA participants. This will entail the following components:
 - conduct recertifications to verify income and household composition, to determine continuous eligibility for the program
 - Perform annual HQS inspections on the units.
- Assist the TBRA clients with locating new housing, if relocation is needed
- Perform interim recertifications and emergency HQS inspections on an as needed basis for TBRA clients.
- Work with clients to find suitable units and sign contracts
- Develop strong relationships with the landlords of TBRA clients
- Ensure that all TBRA program vacancies are filled quickly
- Provide home based supportive services to ensure clients remain stably housed
- Leverage additional resources for clients to increase their income and become financially self-sufficient.
- Collaborate closely with health and support service providers to identify potential candidates for the housing program.
- Work with clients to assess their level of need for housing coordination services and available resources to sustain the individual in stable housing.
- Work with clients to identify safe and affordable housing and programs that might be available.
- Provide 2 trainings about fair housing guidance for clients who may encounter discrimination related to their HIV status or related to race, color, religion, sex, age, national origin, familial status, or handicap.

8. Provide Supportive Services - CrescentCare will provide supportive services to the

individuals in the HOPWA program living with HIV/AIDS which includes but is not limited to the following:

- Conduct strengths-based assessments with clients.
 - Create an individualized housing plan for services with each client on case load receiving housing assistance through the tenant based rental assistance (TBRA) program.
 - Provide regular home visits to TBRA clients
 - Complete all housing applications for eligible clients
 - Work with clients to pay rent, attending medical appointments, and other daily living activities to ensure that clients remain stably housed in the community
 - Assist clients in finding suitable and appropriate housing and the moving process, as needed
 - Assist the client in maintaining positive relationships with his or her landlord and neighbors
 - Participate in the client's medical care team and coordinate other services with their other providers as needed
 - Develop and maintain strong working relationships with landlords and staff from external agencies
 - Provide support and resources to increase clients access to employment opportunities and related resources in the community.
9. CrescentCare will evaluate the effectiveness of the program by ongoing review of program data. Data to be reviewed for evaluation purposes includes, but is not limited to:
- Number of clients that maintained stable housing at the end of the year
 - Proposed/contracted numbers to be served compared to actual numbers served

- Total amount of funding used by each client
- Number of clients needing assistance in excess of maximum amount allowed
- Number of clients served who requested STRMU assistance more than once a year
- Number of clients referred and placed in permanent housing

10. By the end of the grant period (December 31, 2020), we anticipate that:

- 80% of individuals referred to housing coordination services through CrescentCare will secure and maintain safe and affordable housing.
- 85% of individuals who receive housing placement services will be stably housed after 6 months
- Conduct 2 housing workshops for case managers and clients.
- 80% of individuals referred to housing coordination services through CrescentCare will secure and maintain safe and affordable housing.
- 95% of individuals who receive TBRA will be stably housed after 6 months

B. Location of Program Activities. The administrative office of this program is located at 1631 Elysian Fields Avenue, New Orleans, LA 70117.

C. Program Benefit.

1. Program Description. The Project Sponsor shall provide services to persons with AIDS or related diseases who are low-income individuals as defined by the AIDS Housing Opportunity Act and who reside in the eligible metropolitan statistical area of Orleans, Jefferson, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, and Plaquemines parishes.

2. Documentation Requirements. Documentation must be kept on file regarding participant's HIV+ status and location of residence. Documentation must also be kept on file to verify that participants are low-income as per the **Income Schedule** which is attached herein, marked as *Attachment II* and made part of this Agreement.

D. Key Personnel. The Project Sponsor identifies the following key personnel to provide the services:

1. **Project Administration and Operations:**

a. Noel J. Twilbeck, Jr., its Executive Director

2. **Change to Key Personnel:** The Project Sponsor shall notify the City in writing of any change of the above listed "Key Personnel." The City retains the right to reject any such substitution within 30 days of receipt of written notice of substitution.

E. **Compliance with HOPWA Regulations and HUD Notices.** The Project Sponsor, as well as any of its sub-Project Sponsors, shall:

1. **In general.** Comply with the federal regulations published in Volume 24, Part 574, of the Code of Federal Regulations (Housing Opportunities for Persons with AIDS) (24 CFR 574), as well as all federal regulations and requirements incorporated therein by reference, whether specifically discussed herein or not.

2. **Uniform Administrative Requirements.** Comply with the applicable Uniform Administrative Requirements as described in 24 CFR 570.502.

3. **Procurement.** Comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this Agreement.

4. **Notices.** Comply with all applicable Notices and directives promulgated by the U.S. Department of Housing and Urban Development.

F. **Invoices.** [Intentionally deleted.]

G. **Remedies for Non-Compliance.** If the Project Sponsor fails to comply with federal statutes, regulations or the terms and conditions of a Federal award, the HUD or the City may impose additional conditions, as described in §200.207 Specific conditions. If HUD or the City determines that noncompliance cannot be remedied by imposing additional conditions, then either may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

ARTICLE II – THE CITY’S OBLIGATIONS

A. **City’s Responsibilities.** The City agrees to:

1. Provide funds for the program activities.
2. Process all payment requests.
3. Provide staff for technical assistance and programmatic support.

ARTICLE III - DURATION AND TERMINATION

A. **Term.** The term of this Agreement shall be for one year, starting on the Effective Date and expiring on **December 31, 2020**.

B. **Extension.** The City shall have the option to extend the term of this Agreement for one additional year by giving written notification to the Project Sponsor stating such intentions at least 30 days prior to the termination of the Agreement. Any such renewal shall be subject to the availability of funds, program performance and compliance with local, state and federal reporting requirements. Any annual HOPWA appropriation will be adjusted to correspond with the City’s annual HOPWA allocation from HUD.

C. **Termination for Convenience.** The City may terminate this Agreement by giving the Project Sponsor written notice of said intention to terminate at least 30 days before the date of termination, except as otherwise provided in Part II, General Terms and Conditions which is attached hereto and made a part of this Agreement.

D. **Termination for Cause.** The City may terminate this contract in whole or in part at any time if the Project Sponsor fails to fulfill its obligation under this Agreement: Provided, the Project Sponsor is given written notice stating the cause and effective date of termination at least 5 days before the effective date of termination. In such event, all finished or unfinished documents, data studies, and reports prepared by the Project Sponsor under this Agreement shall, at the option of the City, become its property and the Project Sponsor shall be entitled to receive just and

equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Project Sponsor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Project Sponsor and the City may withhold any payments to the Project Sponsor, for the purpose of setoff until such time as the exact amount of damages due the City from the Project Sponsor is determined.

E. Termination or Reduction Due to Lack of Funding. It is further understood that funds provided for under the terms of this Agreement are subject to all regulations of HUD, and as such, the City reserves the right to terminate or reduce the funding level of this project if, for any reason the United States of America, whatsoever, HUD, or any related Federal Agency withdraws or reduces the funding level committed to the City under the HOPWA Grant Program.

ARTICLE IV - COMPENSATION

A. Grant Amount. The City agrees to pay the Project Sponsor up to the maximum amount of **\$2,186,749.00** for services provided in conjunction with this Agreement as per the attached **Budget & Cost Control Statements** which are attached herein, marked as *Attachment III-A thru III-G*, and made part of this Agreement. Specifically, the funding for Resource Identification is \$69,100.00 (Att. III-A), Supportive Services is \$301,947.00 (Att. III-B), Tenant-based Rental Assistance (TBRA) is \$1,156,129.00.00 (Att. III-C), Housing Information Services (HIS) is \$91,640.00 (Att. III-D), Permanent Housing Placement (PHP) is \$278,761.00 (Att. III-E), Short-term Rent, Mortgage & Utility (STRMU) Assistance is \$136,797.00 (Att. III-F) and Administrative Expenses – Subrecipient is \$152,375.00 (Att. III-G).

B. Budget Revisions. The Project Sponsor is allowed a maximum of two budget revisions during the contract period. No budget revision requests will be accepted after November 6, 2020. It is further expressly understood and agreed that in no event will the Project Sponsor exceed any budget line item **prior** to receiving, in writing, a budget revision from the City authorizing the excess.

C. Monthly Submittal of Budget & Cost Control Statements. The Project Sponsor agrees to provide OCD Neighborhood Services & Facilities, 1340 Poydras Street, 10th Floor, New Orleans, Louisiana on the 10th working day of each month, the original and one copy of the Budget and

Cost Control Statement(s) without support documentation. Furthermore, the Project Sponsor further agrees to scan these attachments along with support documentation and upload via the Budget, Requisition, and Accounting Services System (BRASS). This information will be provided to the City in accordance with **OCD Fiscal Unit Policies and Procedures**, marked as *Attachment IV*, which is attached hereto and made part of this Agreement.

D. Monthly Payments. Payment will be made monthly, based on receipt of the monthly Budget and Cost Control Statement that will be approved and signed by the fiscal monitor. The Project Sponsor understands and acknowledges that the contract sum will be paid to the Project Sponsor on a **cost-reimbursement basis** computed on actual or accrued expenditures. The Project Sponsor further understands and agrees that the Project Sponsor will only be entitled to the compensation upon satisfactory performance of the work of the contract as shall be determined by the City.

E. Payment Only for Eligible Activities. The Project Sponsor understands and acknowledges that the funds provided shall be used exclusively for the purpose described above and shall not be used to cover any other expense of the Project Sponsor. The Project Sponsor shall be responsible for collecting and maintaining any and all source documents evidencing eligible and authorized expenditures as provided for in the budget for administrative cost. The Project t Sponsor will not be compensated for any ineligible or unsupported costs. Furthermore, the Project Sponsor understands and agrees that claims such as, but not limited to, those which may result from the Project Sponsor's failure to pay debts incurred by the Project Sponsor are the exclusive responsibilities of the Project Sponsor and not the City.

F. Uniform Administrative Requirements. The Project Sponsor understands and agrees that all expenditures will be made in accordance with the Office of Management and Budget (OMB), 2 CFR Part 200 – “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” commonly referred to as Uniform Guidance and all other procedures related to the expenditures of the amount of compensation provided by this contract as may be imposed on the Project Sponsor by the City or Federal government.

G. Amount of Compensation Subject to Funding Availability. The Project Sponsor further understands that the amount of compensation specified in this Agreement is subject in whole or in part to the release of HOPWA funds to the City by HUD and/or appropriation of funds by the New

Orleans City Council. Additionally, it is agreed to by the Project Sponsor that the expressed maximum sum of compensation is subject to be modified by the City when deemed necessary by the City based on results of budgetary analysis.

H. Withholding Reimbursement to Settle Questioned or Ineligible Costs. Furthermore, it is expressly understood and agreed that the City may reserve, utilize and/or expend the amount of compensation toward the “supplemental” portion of any existing or to be acquired funds, and may also withhold reimbursement to the Project Sponsor in order to settle any questioned or ineligible cost incurred by the Project Sponsor in the operation or performance of any previous contracts involving the HOPWA/City funded program operated by the Project Sponsor, which the City and/or HUD may deem ineligible or unallowable under said previous contract(s) provisions and/or rules and regulations applicable to the HOPWA program.

I. Payment. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City’s supplier portal.

ARTICLE V - REPORTING REQUIREMENTS

A. Monthly Reporting Requirement. The Project Sponsor agrees to provide OCD Neighborhood Services & Facilities, 1340 Poydras Street, 10th Floor, New Orleans, Louisiana on the 10th working day of each month, one copy of the information described and requested in the **Monthly Reporting Requirements**, as may be amended, designated as *Attachment V*, which is attached hereto and made part of this Agreement. The Project Sponsor further agrees to provide the OCD Fiscal Unit, 1340 Poydras Street, 10th Floor, New Orleans, Louisiana on the 10th working day of each month, one original Monthly Reporting Requirement.

B. HOPWA Consolidated Annual Performance and Evaluation Report. The Project Sponsor agrees to provide OCD Neighborhood Services & Facilities, 1340 Poydras Street, 10th Floor, New Orleans, Louisiana on the tenth working day following the end of each quarter **July 16, 2020, October 14, 2020 and January 15, 2021**, one copy of the information described and requested in the **HOPWA Consolidated Annual Performance and Evaluation Report**

(“CAPER”) as may be amended, which is attached herein, marked as *Attachment VI* and made part of this Agreement.

ARTICLE VI – COMPLIANCE AND FINANCIAL MANAGEMENT

TERMS AND CONDITIONS

The Project Sponsor agrees to comply with the provisions in the documents entitled “**Part II, the General Terms and Conditions**,” marked as *Attachment VII*, and “**Part III, Terms and Conditions, Accounting and Financial Management Procedures**,” marked as *Attachment VIII*, which are attached hereto and made part of this Agreement.

ARTICLE VII - STATEMENT OF ELIGIBILITY

Attached is a **Statement of Eligibility** for this project which is attached herein, marked as *Attachment IX*, and made part of this Agreement.

ARTICLE VIII - PROGRAM INCOME

A. Funds Collected to be Considered Program Income. If applicable, the pro-rata share of funds obtained from fees collected for services rendered and any other funds collected in accordance with the services of this project are determined to be program income. All funds derived from the program as a result of the activities carried out by the Project Sponsor, shall be considered program income and shall be retained by the Project Sponsor for **eligible** program activities.

B. Program Income Reporting. Funds considered program income shall be reported on the **Program Income Form**, as may be amended, which is attached herein, marked as *Attachment X*, and made part of this Agreement. The form shall be provided to OCD Neighborhood Services & Facilities 1340 Poydras Street, 10th Floor, New Orleans, Louisiana on the tenth (10th) working day of each month. Should the Project Sponsor not obtain any program income funds, the form must be signed and submitted on the tenth (10th) working day of the month indicating no funds were obtained. The report shall indicate the total amount of funds collected for the month and the City's portion to date.

C. Projected Budget Required. The Project Sponsor understands that if the amount of program income to be received has not been determined or the Project Sponsor does not know how

the program income will be used, the Project Sponsor agrees that upon learning that it will receive program income it will provide a **projected budget** to the City for prior approval of its intended use. Such budget shall be a projection of the income to be collected during the term of this Agreement.

D. Program Income to be Maintained Separately. All program income shall be placed in an interest bearing account and shall be deposited as per **Section 14 - Insurance on Deposit, Part III, Terms and Conditions** of this Agreement. All program income shall be maintained separately and expended first by the Project Sponsor before reimbursement funds are requested from the City, except for an amount as determined by the City to be necessary to maintain the bank account. Once program income has been expended, additional funds may be requested from the City to cover the reimbursable cost for the month. Program income on hand at the time this Agreement expires shall continue to be subject to the eligibility requirements and provisions of this Agreement until expended or returned to the City.

ARTICLE IX- MAINTENANCE AND MONITORING OF RECORDS

A. Maintenance of Records. The Project Sponsor agrees to maintain all records of all expenditures of HOPWA funds provided to it by the City in accordance with §574 for **five years** from the official date of the closeout of the grant. Records are to be maintained separately for each project undertaken by the Project Sponsor, and the records for each project will be maintained by the Project Sponsor in such a manner so that the funding sources used in each project will be accounted for separately. The aforementioned classification of funds expended will be further itemized by the “funding year” associated with the funds. The Project Sponsor hereby agrees to maintain, for the City’s review, all records relating to the creation, development and set-up of HOPWA projects, and the expenditure of HOPWA funds, itemized for each HOPWA-funded project undertaken.

B. Monitoring of Records. The Project Sponsor acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by the Project Sponsor with HOPWA funds. The Project Sponsor hereby acknowledges its responsibility to provide the City, upon reasonable demand, with all records relating to HOPWA-funded projects implemented by the Project Sponsor, and hereby agrees to assist the City in reviewing projects undertaken by

the Project Sponsor with HOPWA funds. The aforementioned records will be made available at times reasonable to both the Project Sponsor and the City, and the Project Sponsor's records will be reviewed by the City no less than annually.

ARTICLE X - COMPLIANCE REPORTING REQUIREMENTS

The Project Sponsor agrees to provide to OCD information described and requested in the document entitled “**Compliance Reports Submission**,” which is attached herein, marked as *Attachment XI*, and made a part of this Agreement.

ARTICLE XI – HUD COMPLIANCE PROVISIONS

The Project Sponsor agrees to comply with the document entitled “**HUD Compliance Provisions for Project Sponsors Agreements and Professional Services Contracts**,” which is attached herein, marked as *Attachment XII*, and made a part of this Agreement.

ARTICLE XII - AUDIT COMPLIANCE

A. **Organizations Expending at least \$750,000.** Organizations that expend \$750,000 or more of federal funds in the organization’s fiscal year are required to conduct an organizational wide audit in accordance with 2 CFR 200.501. The City shall, at the request of the Project Sponsor, reimburse the Project Sponsor for its eligible portion of the audit cost, provided the Project Sponsor satisfies the audit requirements of the City.

B. **Organizations Expending under \$750,000.** Organizations who expend less than \$750,000 in federal funds are required to have an audit performed on those funds provided through the City of New Orleans at the discretion of the City. The City may in this case, engage an audit firm to perform the audit on the awarded grant(s) and may pay the audit firm for the cost of services rendered.

ARTICLE XIII - NON-DISCRIMINATION

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Project Sponsor (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Project Sponsor’s employees are treated

during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Project Sponsor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Project Sponsor in any of Project Sponsor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Project Sponsor. The Project Sponsor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. The Project Sponsor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-Project Sponsors to comply with those provisions.

D. Termination of Agreement. The City may terminate this Agreement for cause if the Project Sponsor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XIV - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Project Sponsor certifies neither that he/she nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction by any Federal Department or Agency. Further, the Project Sponsor agrees to comply with the provisions of Federal Executive Orders 12549 and 12689 regarding debarment and suspension.

ARTICLE XV- ANTI-LOBBYING

The Project Sponsor certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Project Sponsor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Further the Project Sponsor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

ARTICLE XVI - CLEAN AIR AND WATER ACTS

Where applicable, the Project Sponsor will comply with all the requirements of the Clean Air Act (42 U.S.C. 7401) and Federal Water Pollution Control Act (33 U.S.C. 1251) certifying that no facility to be utilized in the performance of the contract is listed on the List of Violating Facilities issued by the Environmental Protection Agency. The Project Sponsor will promptly notify the City of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

ARTICLE XVII - DRUG-FREE WORKPLACE ACT

The Project Sponsor agrees to comply with the provisions of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and certifies that it will provide a drug-free workplace. The Project Sponsor further certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

ARTICLE XVIII - FAIR HOUSING ACT

The Project Sponsor certifies that it will affirmatively further fair housing by analyzing and eliminating housing discrimination in its programs by promoting fair housing that is accessible to and usable by persons with disabilities and fostering compliance with the nondiscrimination provisions of the Fair Housing Act (42 U.S.C. 3601).

ARTICLE XIX - INDEMNITY

A. In general. To the fullest extent permitted by law, the Project Sponsor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Project Sponsor, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Project Sponsor in connection with the performance of work under this Agreement and for any and all claims and/or liens for labor, services, or materials furnished to the Project Sponsor in connection with the performance of work under this Agreement

B. Limitation. The Project Sponsor 's indemnity does not extend to any loss arising from the negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Project Sponsor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Project Sponsor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Project Sponsor is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Project Sponsor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE XX - INSURANCE

The Project Sponsor shall carry coverage at least as broad as the following:

A. Types of Insurance:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form, covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** ISO Form Number CA 00 01 or similar acceptable to the City covering any auto (Symbol 21, or Symbols 27, 28, 29), or if Project Sponsor has no owned autos, hired, (Code 28) and non-owned autos (Code 29), with limit no less than **\$1,000,000 Combined Single Limit** per accident for bodily injury and property damage.
- 3. Cyber Liability:** Minimum limits of \$1,000,000 for third party losses including, but not limited to: Data Privacy and Network Security Liability, Internet and Communications Liability, Professional Services Liability, Programming Errors & Omissions Liability, Replacement or Restoration of Electronic Data, Crisis Management Expense, Notification Expense, Data Privacy Regulatory Expense, Credit Monitoring Expense, Cyber Investigation Expense, and Security Breach Expense.
- 4. Workers’ Compensation:** as required by the State of Louisiana, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

B. Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

Project Sponsor will provide, and maintain current, a Certificate of Insurance naming The City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as “Additional Insureds” on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Project Sponsor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used) . The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112.

2. Primary Coverage

For any claims related to this contract, Project Sponsor’s insurance coverage shall be primary

insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non- contributing to Project Sponsor’s coverage.

3. Claims Made Policies

- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
- b. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Project Sponsor must purchase “extended reporting” coverage for minimum of five (5) years after the termination of this agreement.

4. Waiver of Subrogation

Project Sponsor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.

5. Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except with prior notice to the City of no less than 30 days.**

6. Acceptability of Insurers

Insurance is to be placed with **insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII**, unless otherwise acceptable to the City.

ARTICLE XXI – BAN THE BOX

A. Compliance with City's Hiring Requirements - Ban the Box.

1. The Project Sponsor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Project Sponsor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.
2. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Project Sponsor notice of noncompliance and allow Project Sponsor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Project Sponsor remains noncompliant, the City may move to suspend payments to Project Sponsor, void the Agreement, or take any such legal action permitted by law or this Agreement.
3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.
4. The Project Sponsor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-Project Sponsors to comply with those provisions.

ARTICLE XXII – INCORPORATED DOCUMENTS

A. In general. The following documents are incorporated into this Agreement:

- 1) Contract Analysis Document and Project Description and Reporting Document -- Attachment I
- 2) Income Schedule -- Attachment II
- 3) Budget & Cost Control Statements -- Attachment III
- 4) OCD Fiscal Unit Policies and Procedures -- Attachment IV
- 5) Monthly Reporting Requirements -- Attachment V
- 6) HOPWA Consolidated Annual Performance and Evaluation Report (“CAPER”) Compliance Unit Reporting Requirements -- Attachment VI
- 7) Part II, the General Terms and Conditions -- Attachment VII
- 8) Part III, Terms and Conditions, Accounting and Financial Management Procedures -- Attachment VIII
- 9) Statement of Eligibility -- Attachment IX
- 10) Program Income Form -- Attachment X
- 11) Compliance Reports Submission -- Attachment XI
- 12) HUD Compliance Provisions for Project Sponsors Agreements and Professional Services Contracts – Attachment XII

B. Direct Conflict. If any Attachment directly conflicts, in whole or in part, with this Agreement, the terms and conditions of the Attachment will control except as provided by law.

C. Difference in Standard. If any Attachment differs, in whole or in part, with this Agreement in terms of requirements, standards, timelines, etc., then the more stringent requirement, the higher standard, and the longer timeline, etc., shall prevail, unless the Parties mutually agree otherwise.

ARTICLE XXIII - NOTICE

A. **In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Office of Community Development
1340 Poydras Street, Suite 100
New Orleans, LA 70112
&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the Project Sponsor:

Noel J. Twilbeck, Jr.
NO/AIDS Task Force dba Crescent Care
1631 Elysian Fields Avenue
New Orleans, LA 70117

B. **Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. **Notification of Change.** Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address (es) set forth above.

ARTICLE XXIV - ADDITIONAL PROVISIONS

A. **Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of the Project Sponsor's interest in it are not assignable or transferable without the City's prior written consent. However, that claims for money due or to become due the Project Sponsor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

C. Audit and Other Oversight. The Project Sponsor will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Project Sponsor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the Project Sponsor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Project Sponsor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. Convicted Felon Statement. The Project Sponsor complies with City Code § 2-8(c) and no principal, member, or officer of the Project Sponsor has, within the preceding 5 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.

G. Employee Verification. The Project Sponsor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are

legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all sub-Project Sponsors to submit to the Project Sponsor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination and may further result in the Project Sponsor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Project Sponsor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Project Sponsor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Project Sponsor fails to provide such the requested affidavit or violates any provision of this paragraph.

H. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

I. Jurisdiction. The Project Sponsor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Project Sponsor.

J. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

K. Living Wage. The Project Sponsor agrees to abide by City Code sections 70-801, et seq., which require payment of a wage to covered employees equal to the amounts defined in the Code ("**Living Wage**"). If the Project Sponsor fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City.

L. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this

Agreement.

M. Non-Solicitation Statement. The Project Sponsor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Project Sponsor 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 Agreement.

N. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

O. Ownership Interest Disclosure. The Project Sponsor will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the Project Sponsor and stating that no other person holds an ownership interest in the Project Sponsor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Project Sponsor fails to submit the required affidavit, the City may, after 30 days' written notice to the Project Sponsor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

P. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by the Project Sponsor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Project Sponsor's personnel and administrative records and any tools, systems, and information used by the Project Sponsor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property

(collectively, “Work Product”) will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City’s name. No Work Product may be reproduced in any form without the City’s express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Project Sponsor’s consent and for no additional consideration to the Project Sponsor.

Q. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Project Sponsor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Project Sponsor pursuant to this Agreement without regard to the Project Sponsor’s otherwise satisfactory performance of the Agreement.

R. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

S. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

T. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

U. **SubProject Sponsor Reporting.** The Project Sponsor will provide a list of all natural or artificial persons who are retained by the Project Sponsor at the time of the Agreement's execution and who are expected to perform work as subProject Sponsors in connection with the Project Sponsor's work for the City. For any subProject Sponsor proposed to be retained by the Project Sponsor to perform work on the Agreement with the City, the Project Sponsor must provide notice to the City within 30 days of retaining that subProject Sponsor. If the Project Sponsor fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Project Sponsor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

V. **Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

W. **Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

X. **311 Integration.** The Project Sponsor will provide work progress updates and other information as required by the City through the City's designated customer service system ("NOLA 311") within 48 hours of any event. The Project Sponsor is responsible for ensuring that it has the capabilities to use NOLA 311 as required by this paragraph and will not be entitled to any additional compensation for the performance of these requirements.

Y. **Assistance to Those with Limited English Proficiency.** The Project Sponsor agrees to take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate in the program(s) and/or services funded under this Agreement.

ARTICLE XXV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be

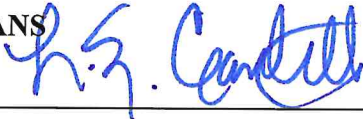
created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto, through duly authorized representatives,
have executed this Agreement to be effective as of the Effective Date.

CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL, MAYOR

Executed on this 6TH of August, 2020

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorian

NO/AIDS TASK FORCE d.b.a. CRESCENTCARE

BY: 

NOEL J. TWILBECK, JR., EXECUTIVE DIRECTOR


FEDERAL TAX I.D. NO.