

K23-755

**COOPERATIVE ENDEAVOR AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**ODYSSEY HOUSE LOUISIANA, INC.**

**FOR**

**THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE  
SITE-BASED PROGRAM**

**COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City or Recipient**”), and Odyssey House, Inc., represented by Edward C. Carlson, M.A., M.F.T., Chief Executive Officer (“**OHL or the Contractor**”). The City and OHL may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Agreement is effective as of September 1, 2023 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City is a political subdivision of the State of Louisiana; and

**WHEREAS**, Odyssey House Louisiana (“**OHL**”) is a non-profit corporation whose mission is to provide holistic and client-centered services in a safe environment that addresses the full continuum of special care needs for the state of Louisiana and whose principal address is located at 1125 North Tonti Street, New Orleans, Louisiana 70119; and

**WHEREAS**, the City, through New Orleans Emergency Medical Services (“**NOEMS**”), was awarded \$1,299,996.00 in funds for the “2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program” (the “**Program**”) made available by the Office of Justice Programs (signed September 29, 2022) distributed by the Department of Justice (“**DOJ**”); and

**WHEREAS**, OHL, by agreeing to undertake the implementation of this Agreement utilizing the Program’s funds provided by the DOJ, will be acting as a Subrecipient of the City as defined by 2 C.F.R. part 200.93, and hereby agrees to carry out this Agreement in full compliance with the laws and regulations of the Program and exhibits incorporated to this Agreement; and

**WHEREAS**, the activities hereunder are eligible under the Program; and

**WHEREAS**, the City and OHL desire to accomplish the valuable public purpose of providing services for overdose reversal and intervention and offering a connection to substance use disorder treatment and behavioral healthcare services; and

**WHEREAS**, the City and OHL desire to demonstrate the efficacy of Narcan administration, based on the assessment of the needs of the Parties’ clients, in an environment free of discrimination based on race, ethnicity, gender, sexual orientation, religion, disability, the ability

to pay, or other non-merited factors; and

**WHEREAS**, the City will reimburse OHL as OHL assists NOEMS with the Program's administration in exchange for the services described herein; and

**NOW THEREFORE**, the City and OHL each having the authority to do so, agree as follows:

### **ARTICLE I – GENERAL AWARD INFORMATION**

The funding for the reimbursements from the City to OHL, described below, is for the purpose of carrying out a Federal award and creates a Federal assistance relationship with OHL. This Agreement must be updated to reflect any changes to the federal award and the following award information.

|                                                              |                                                                                                                                           |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Federal Award Identification Number (FAIN):                  | 15PBJA22GG04470COAP                                                                                                                       |
| CFDA Number and Name:                                        | 16.838 Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program                                                            |
| Federal award project description:                           | Development, Implementation, or Expansion of Comprehensive Programs In Response to Illicit Opioids, Stimulants, or Other Substance Abuse. |
| Is this award for research and development?                  | YES                                                                                                                                       |
| OHL's Unique Entity Identifier:                              | 15PBJA22GG04470COAP                                                                                                                       |
| Total Amount of the Federal Award Committed to OHL by NOEMS: | \$1,011,973.00.                                                                                                                           |

### **ARTICLE II – OHL'S OBLIGATIONS**

**A. *Statement of Work.*** OHL shall:

1. Accept referrals for people, who experience an overdose event and refuse NOEMS transportation to an emergency department and/or additional medical follow up, wherein OHL will provide Narcan, Narcan administration instructions, and other harm reduction measures.
2. Fulfill all referrals for services from NOEMS and provide linkages to behavioral health and primary care services under OHL's continuum of care, based on client eligibility and need.
3. Provide behavioral health and primary care services that include relapse and overdose prevention education, primary care through the Odyssey House Community Health Center Clinic, outpatient behavioral health, Medicaid application assistance, HIV screening with linkage



to care, medication-assisted treatment, adult inpatient substance abuse use disorder services, adult medically assisted detoxification, syringe access and exchange, and transitional and permanent supportive housing services.

4. Administer services in an environment free of discrimination in admission practices solely on the basis of race, ethnicity, gender, sexual orientation, religion, disability, ability to pay, or other non-merited factors by OHL, as discrimination in any form undermines the integrity of the facility.

5. Assess the needs of clients presented to OHL and to provide information about the referral to the other Party, for no other financial compensation, for appropriate services.

6. Observe all confidentiality laws.

7. Facilitate clients' access to services to the extent agreed upon by clients in a signed release.

8. Perform all other services and obligations as set forth in any of the following documents that are incorporated fully into this Agreement: OHL's proposal, Memorandum of Understanding, and Data Use Agreement.

9. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of OHL as set forth in this Agreement.

10. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation.

11. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf.

12. Cooperate with the City and any person performing work for the City.

**B. Standards.** OHL, and any person performing work on its behalf, will perform all work under this Agreement in accordance with standards prescribed by the National Committee for Quality Assurance, the Health Resources & Services Administration, and the Council on Accreditation.

**C. Compliance with Laws.** OHL, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances.

**D. Schedule of Work.** The New Orleans Emergency Medical Services Time Task Plan is incorporated into this Agreement, and attached as Exhibit A.

**E. Compliance with Federal Regulations, Notices, and Uniform Administrative Requirements.** OHL, as well as any of its subcontractors, shall:

1. **In general.** Comply with all applicable federal regulations and requirements incorporated therein by reference, whether specifically discussed herein or not, including but not limited to the authorizing statute and the final rule, as they may be amended.

2. **Uniform Administrative Requirements.** Comply with the applicable Uniform Administrative Requirements as described in 2 CFR 200.

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 New Orleans Emergency Medical Services.

5. **Award Terms and Conditions.** Comply with all terms and conditions required by the Award.

**F. Invoices.**

1. OHL must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. Each invoice must include, at a minimum, the following information:

- a. Name of Organization
- b. Date of Invoice
- c. Invoice Number
- d. Contract or BRASS Number issued by the City (i.e., K#)
- e. Name of the City Department to be invoiced (e.g., NOEMS)
- f. Description of the Services Completed

2. Invoices will be processed in accordance with Article V of the Agreement.

3. All invoices must be signed by an authorized representative of the OHL under penalty of perjury attesting to the validity and accuracy of the invoice.

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

**ARTICLE III- REPRESENTATIONS AND WARRANTIES**

A. OHL represents and warrants to the City that:

1. OHL, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement.

2. OHL has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement.



3. OHL is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of OHL, its employees, or its subcontractors in the performance of this Agreement.

4. OHL is not under any obligation to any other person that is inconsistent with or in conflict with this Agreement, or that could prevent, limit, or impair OHL's performance of this Agreement.

5. OHL has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement.

6. OHL is not in breach of any federal, state, or local statute, regulation, or code applicable to OHL or its operations.

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to OHL's most favored customer for the same or substantially similar services.

8. OHL has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily.

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by OHL, and the execution of this Agreement by OHL's representative constitutes a sworn statement, under penalty of perjury, by OHL as to the truth of the foregoing representations and warranties.

#### **ARTICLE IV - THE CITY'S OBLIGATIONS**

A. **Administration.** The City will administer this Agreement through the New Orleans Emergency Medical Services ("NOEMS").

B. **Access to Information.** The City shall provide OHL with all material and information reasonably necessary to allow OHL to perform its obligations under this Agreement.

C. NOEMS shall provide Narcan, Narcan administration instructions, and other harm reduction measures to people who experience an overdose event, which includes transportation to an emergency department and/or additional, follow up medical care upon the client's consent.

D. NOEMS shall administer services in an environment free of discrimination in admission practices solely based on race, ethnicity, gender, sexual orientation, religion, disability, ability to pay, or other non-merited factors by NOEMS, as discrimination in any form undermines the integrity of the city department.

E. NOEMS shall assess the needs of clients presented to NOEMS and provide information about the referral to the other Party, for no other financial compensation, for appropriate services.

F. NOEMS shall observe all confidentiality laws.

G. NOEMS will only facilitate clients' access to services to the extent agreed upon by the clients in a signed release.

#### **ARTICLE V - COMPENSATION**

A. **Maximum Amount Payable.** The maximum amount payable by the City under this Agreement is one million, eleven thousand, nine hundred seventy-three dollars and zero cents (\$1,011,973.00). The full budget breakdown is incorporated into this Agreement, and marked as Exhibit B.

B. **Other Costs.** OHL understands and agrees that the compensation shall be inclusive of all personnel costs, fringe benefits, equipment costs, travel costs, supply costs, and indirect costs identified as those not directly incurred as a result of providing the services listed in this Agreement and deemed ineligible for federal modified total direct costs for on-campus research.

C. **Payment.** Unless otherwise agreed by the City, payment terms are NET 30 days upon the rendition and acceptance of the services described under this Agreement and upon receipt of a properly submitted invoice by the City via the City's supplier portal.

#### **ARTICLE VI - DURATION AND TERMINATION**

A. **Term.** The term of this Agreement shall be for three (3) years from the Effective Date.

B. **Extensions.** The City shall have the option to extend the term of this Agreement by one-year, by giving written notification to OHL, stating such intentions at least thirty calendar days prior to the termination of the Agreement. The term of the Agreement must be extended if OHL is still in control of any of the Program's funding at end of the term listed in Article VI, Section (A).

C. **Termination for Convenience.** The City may terminate this Agreement at any time during the term of the Agreement by giving OHL written notice of the termination at least thirty (30) calendar days before the intended date of termination.

D. **Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to OHL. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. **Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice, and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

F. **Notice.** The City shall promptly notify OHL, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the City retains the right to recover any improper expenditures from OHL and OHL shall return to the City any improper expenditures no later than thirty (30) days after the date of termination. The City may, at its sole discretion, allow OHL to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.



**G. Remedies for Non-Compliance.** If OHL fails to comply with federal statutes, regulations or the terms and conditions of the Federal award, with the instructions from NOEMS, or regulations or terms and conditions that the City may impose, as described in 200.208-Specific conditions, and the City determines that noncompliance cannot be remedied by imposing additional conditions, then the City may take one or more of the following actions, as appropriate in the circumstances:

1. 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.
2. 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.
3. Wholly or partly suspend or terminate the Federal award.
4. 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).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

## **ARTICLE VII - MAINTENANCE AND MONITORING OF RECORDS**

**A. Maintenance of Records.** OHL agrees to maintain all records of all expenditures of funds provided to it by the City for **five (5) years** from the official date of the closeout of the grant. If any litigation, claims, or audits begin prior to the expiration of the five-year period, then the records must be maintained until all litigation, claims, and audit findings involving the records have been resolved and final action taken. Records are to be maintained separately for each project undertaken by OHL, and the records for each project will be maintained by OHL 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. OHL hereby agrees to maintain, for the City's review, all records relating to the creation, development and set-up of Program projects, and the expenditure of Program funds, itemized for each Program-funded project undertaken.

**B. Monitoring of Records.** OHL acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by OHL with Program funds. OHL hereby acknowledges its responsibility to provide the City, upon reasonable demand, with all records relating to Program-funded projects implemented by OHL, and hereby agrees to assist the City in reviewing projects undertaken by OHL with Program funds. The aforementioned records will be made available at times reasonable to both OHL and the City, and OHL's records will be reviewed by the City no less than annually.

## ARTICLE VIII - MONITORING OF OHL'S PERFORMANCE

A. **Monitoring.** The City shall monitor the performance of OHL as necessary and in accordance with regulations in 2 CFR 200.330 – 2 CFR 200.332, to ensure compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities, as well as procurement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by OHL within thirty (30) days after being notified by the City, the City may impose additional conditions on OHL and its use of funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

B. **Reporting.** OHL shall submit regular monthly and quarterly progress and financial reports to the City. Reporting specifics presented as **Exhibit C**.

C. **Failure to Perform or Breach.** If OHL: 1) fails to perform according to the Agreement, 2) breaches the Agreement, or 3) does not comply with Federal Regulations governing the Program, the City will notify OHL. If there is a continued lack of performance or lack of curing of breach or non-compliance after notification and a reasonable time period to cure (as determined by the City in the given instance), then the City may declare OHL in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice OHL for any increase in costs and other damages sustained by the City. Furthermore, OHL acknowledges its obligation to repay the City the funds that are identified with the period of noncompliance. OHL acknowledges that the amount of repayment is not necessarily commensurate with the period of non-compliance, and the amount of repayment could be up to the total amount of compensation disbursed.

## ARTICLE IX - INDEMNITY

A. **In general.** To the fullest extent permitted by law, OHL 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 OHL, 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 OHL 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 OHL in connection with the performance of work under this Agreement.

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

C. **Independent Duty.** OHL 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) OHL is ultimately absolved from liability.



**D. Expenses.** Notwithstanding any provision to the contrary, OHL 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 X - INSURANCE**

**A. Insurance Requirements.** Except as otherwise noted, at all times during this Agreement, OHL will maintain insurance in full force and effect for the duration of the Agreement. Evidence of coverage shall be provided prior to the commencement of services under this Agreement. If OHL maintains broader coverage and higher limits than the minimums shown below, the City of New Orleans requires and shall be entitled to the broader coverage and/or the higher limits maintained by OHL. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of New Orleans. The obligations for OHL to procure and maintain insurance shall not be construed to waive nor restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve OHL from any liability incurred as a result of their services, activities, or research in conjunction with this Agreement.

**B. Minimum Requirements.** Workers' Compensation & Employers' Liability Insurance in compliance with the Louisiana Workers' Compensation Acts, and Statutory and Employers' Liability Insurance with limits of not less than \$1,000,000.00. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for this Agreement that applies with limits of liability of not less than \$1,000,000.00 each occurrence/\$2,000,000.00 policy aggregate. Errors and Omission Insurance appropriate to the profession, with limits of \$2,000,000.00 for each occurrence and \$4,000,000.00 aggregate. Automobile liability Insurance with a combined single limit of liability of not less than \$1,000,000.00 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned, and hired vehicles. Cyber liability Insurance with limits of liability of not less than \$1,000,000.00 per occurrence or claim/\$2,000,000.00 policy aggregate. The Cyber Liability Insurance shall be sufficiently broad to include but not limited to coverage for losses arising from the breach of information security or cyber liability including Errors & Omission, Security and Privacy Liability, Media Liability, unauthorized access/use, personal injury/libel, violations of rights to privacy, information/identity theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and public relations expense.

**C. Additional Insured Status.** OHL will provide and maintain current, a Certificate of Insurance, naming the City of New Orleans as an "Additional Insured" on the policies with respect to the liability arising out of the performance of this Agreement.

**D. Evidence of Insurance.** The Certificate of Insurance, as evidence of coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to Risk Management Division, 1300 Perdido Street, 9E06-City Hall, New Orleans, LA 70112.

**E. Primary Coverage.** For any claims related to this Agreement, OHL's insurance coverage shall be primary coverage with respect to the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of New Orleans shall be non-contributing to OHL's coverage.



## **ARTICLE XI - NON-DISCRIMINATION**

**A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, OHL (1) will not discriminate against any employee nor 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 OHL'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, OHL 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 OHL in any of OHL'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 OHL. OHL 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, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

**C. Incorporation into Subcontracts.** OHL will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all of its subcontractors to comply with those provisions.

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

## **ARTICLE XII- INDEPENDENT ENTITY**

**A. Independent Entity Status.** OHL is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself nor any of its employees or agents to be an employee, partner, or agent of the City.

**B. Exclusion of Worker's Compensation Coverage.** The City will not be liable to OHL, as an independent entity as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Laws of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by OHL will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

**C. Exclusion of Unemployment Compensation Coverage.** OHL, as an independent entity, is being selected by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E)



and neither OHL nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the Parties, because: (a) OHL has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by OHL are outside the normal course and scope of the City's usual business; and (c) OHL has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

**D. Waiver of Benefits.** OHL, as an independent entity, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

### **ARTICLE XIII- FORCE MAJEURE**

**A. Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by the City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence nor misconduct of the City, by the failure of the City to comply with applicable laws, or by the breach of this Agreement.

**B. Notice.** To seek the benefit of this Article, the City must provide notice in writing to OHL stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

**C. Effect.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
  - a. Suspend this Agreement for a duration to be set by the City, not to exceed ninety (90) days. During such time of suspension, the Parties will not be liable nor responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, OHL must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
  - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to OHL and without any further compensation due.
2. Notwithstanding Section (C)(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

#### **ARTICLE XIV- 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:**

New Orleans EMS  
2929 Earhart Blvd.  
New Orleans, LA 70125  
[Lynn.Ramagos@nola.gov](mailto:Lynn.Ramagos@nola.gov)  
(504) 658-2642

&

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

2. **To OHL:**

Odyssey House Louisiana, Inc.  
1125 N. Tonti Street  
New Orleans, LA 70119  
[hlikaj@ohlinc.org](mailto:hlikaj@ohlinc.org)  
Cell: (504) 913-6727  
Fax: (504) 371-5162

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. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.

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 XV- INCORPORATED DOCUMENTS**

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

1. *Exhibit A:* Schedule of Work/Time Task Plan
2. *Exhibit B:* Complete Budget Breakdown
3. *Exhibit C:* Reporting Specifics
4. *Exhibit D:* Federal Terms and Conditions
5. *Exhibit E:* Award Letter

B. **Direct Conflict.** If any Exhibit directly conflicts, in whole or in part, with this Agreement,



the terms and conditions of the Exhibits will control except as provided by law.

- C. **Difference in Standard.** If any Exhibit 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 XVI- 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 OHL's interest in it are not assignable nor transferable without the City's prior written consent.
- C. **Audit and Other Oversight.** OHL will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires OHL 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, OHL 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. **Compliance with City's Hiring Requirements - Ban the Box.**
1. OHL 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, OHL 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 OHL with notice of noncompliance and allow OHL thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, OHL remains noncompliant, the City may move to suspend payments to OHL, 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. 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. OHL will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.
- F. **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 OHL 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 an 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.

- G. **Convicted Felon Statement.** OHL complies with City Code § 2-8(c) and no principal, member, nor officer of OHL has, within the preceding five (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.
- H. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, OHL shall reimburse the City or disgorge anything of value or economic benefit received from the City if OHL fails to meet its contractual obligations.
- I. **Employee Verification.** OHL 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-Subrecipients to submit to OHL 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 OHL being ineligible for any public contract for a period of three (3) years from the date the violation is discovered. OHL 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. OHL will provide the City with a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if OHL fails to provide such requested affidavit or violates any provision of this paragraph.
- I. **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.
- J. **Jurisdiction.** OHL 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 OHL.
- K. **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.
- 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-Exclusivity.** This Agreement is non-exclusive, and OHL may provide services to other clients. The City may engage the services of others for the provision of some or all



of the work to be performed under this Agreement.

- N. **Non-Solicitation Statement.** OHL has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. OHL has not paid nor 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.
- O. **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 nor 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.
- P. **Ownership Interest Disclosure.** Upon the City's request, OHL will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in OHL and stating that no other person holds an ownership interest in OHL 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 OHL fails to submit the required affidavit, the City may, after thirty (30) days' written notice to OHL, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.
- Q. **Ownership of Records.** The City shall maintain ownership of all data collected and all products of work prepared, created or modified by OHL 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 OHL's personnel and administrative records and any tools, systems, and information used by OHL 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"). The City shall also maintain all rights, 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 OHL's name. However, OHL acknowledges that the purpose of the Project is for the benefit of the City of New Orleans, and therefore OHL shall grant the City a no-cost perpetual license to utilize all Work Product in a manner to further the purpose of the Project, provided that the City takes all reasonable precautions to protect OHL's intellectual property and proprietary interests of OHL, subject to all applicable public records laws. The City shall also be able to present or publish materials deriving from its Work Product at its sole discretion, provided that the City provide OHL with an advance copy for review and feedback at least seven (7) days prior to presentation or publication.
- R. **Prohibition of Financial Interest in Agreement.** No elected official nor 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 OHL, 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 OHL pursuant to this Agreement without regard to OHL's otherwise satisfactory performance of the Agreement.

- S. **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.
- T. **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.
- U. **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. If reformation is not possible, the unenforceable provision shall be fully severable. The remaining provisions of the Agreement shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.
- V. **Special Conditions for Agreements Using Federal Funds.** The "Compliance Provisions for Agreements Funded with Federal Funds," is attached as Exhibit "C" to this Agreement and expressly incorporated in the Agreement.
- W. **Subcontractor Reporting.** OHL will provide a list of all natural or artificial persons who are retained by OHL at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with OHL's work for the City. For any subcontractor proposed to be retained by OHL to perform work on the Agreement with the City, OHL must provide notice to the City within thirty (30) days of retaining that subcontractor. If OHL fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to OHL take any action, it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.
- X. **Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, monitoring, inspections, audits, ownership, insurance, 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.
- Y. **Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

#### **ARTICLE XVII – COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.



### **ARTICLE XIII- 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 originally 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]**

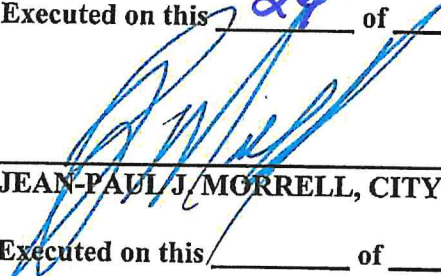
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IN WITNESS WHEREOF, the City and OHL, through their duly authorized representatives,  
execute this Agreement.

CITY OF NEW ORLEANS

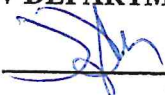
  
\_\_\_\_\_  
LATOYA CANTRELL, MAYOR

Executed on this 24<sup>th</sup> of August, 2023.

  
\_\_\_\_\_  
JEAN-PAUL J. MORRELL, CITY COUNCIL PRESIDENT

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2023.

FORM AND LEGALITY APPROVED:  
LAW DEPARTMENT

BY: 

PRINTED NAME: Tracy Tibo

ODYSSEY HOUSE LOUISIANA, INC.

BY: \_\_\_\_\_  
EDWARD C. CARLSON, CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
FEDERAL TAX I.D.

\_\_\_\_\_  
DATE

[EXHIBITS CONTAINED ON THE FOLLOWING PAGES]



IN WITNESS WHEREOF, the City and OHL, through their duly authorized representatives,  
execute this Agreement.

CITY OF NEW ORLEANS

\_\_\_\_\_  
LATOYA CANTRELL, MAYOR

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
JEAN-PAUL J. MORRELL, CITY COUNCIL PRESIDENT

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2023.

FORM AND LEGALITY APPROVED:  
LAW DEPARTMENT

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ODYSSEY HOUSE LOUISIANA, INC.

BY: \_\_\_\_\_

EDWARD C. CARLSON, CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
FEDERAL TAX I.D.

8/7/2023  
DATE

[EXHIBITS CONTAINED ON THE FOLLOWING PAGES]

## EXHIBIT A – TIME TASK PLAN

### New Orleans Emergency Medical Services (NOEMS) Time Task Plan

| Project Objective             | Activity                                                                          | Completion Date | Responsible Party                                  |
|-------------------------------|-----------------------------------------------------------------------------------|-----------------|----------------------------------------------------|
| General                       | Project start date                                                                | 9/01/2023       | NOEMS, Odyssey House Louisiana                     |
| Comprehensive local responses | Hire and train NOEMS Project Coordinator and three Outreach Coordinators          | 10/01/2023      | OHL Project Director, NOEMS Director               |
| First responder diversion     | Purchase 350 Naloxone kits for Year 1 distribution                                | 10/13/2023      | NOEMS Project Coordinator, OHL Project Coordinator |
| Education and prevention      | Develop substance and overdose informational and prevention educational materials | 10/16/2023      | NOEMS Project Coordinator, OHL Project Coordinator |
| General                       | Begin direct services                                                             | 10/22/2023      | All staff                                          |
| General                       | Project Year 1 ends – 350 people served                                           | 08/31/2024      | All staff                                          |
| General                       | Project Year 2 begins                                                             | 09/01/2024      | All staff                                          |
| First responder diversion     | Purchase 350 Naloxone kits for Year 2 distribution                                | 09/13/2024      | NOEMS Project Coordinator, OHL Project Coordinator |
| General                       | Year 2 completion – 700 people served                                             | 08/31/2025      | All staff                                          |
| General                       | Project Year 3 begins                                                             | 09/01/2025      | All staff                                          |
| First responder diversion     | Purchase 350 Naloxone kits for Year 3 distribution                                | 09/15/2025      | NOEMS Project Coordinator, OHL Project Coordinator |
| General                       | Project completion – 1,050 people served                                          | 08/31 /2026     | All staff                                          |



## EXHIBIT B – COMPLETE BUDGET BREAKDOWN

### Year 1:

| Category              | Item                    | Cost          | Notes                                        |
|-----------------------|-------------------------|---------------|----------------------------------------------|
| Personnel             | NOEMS coordinator       | \$ 59,300.00  |                                              |
| Fringe                | NOEMS coordinator       | \$ 29,650.00  |                                              |
| Travel                | NOEMS coordinator       | \$ 6,412.50   | 1/2 outside travel costs minus ground travel |
| Equipment             | Unclear                 | \$            | 95,362.50 \$ 95,362.50                       |
| Supplies              | Narcan                  | \$ 26,250.00  |                                              |
|                       | Harm reduction supplies | \$ 3,000.00   |                                              |
|                       | Office supplies         | \$ 1,303.55   |                                              |
| Total Supplies        |                         | \$ 30,553.55  |                                              |
| Construction          | None                    | \$            |                                              |
| SubAwards             | PRG                     | \$ 43,333.00  |                                              |
|                       | Helena salary           | \$ 6,250.00   | 5% LOE                                       |
|                       | OHL coordinator salary  | \$ 31,158.00  | 50% LOE                                      |
|                       | OHL OC 1 salary         | \$ 40,500.00  |                                              |
|                       | OHL OC 2 salary         | \$ 40,500.00  |                                              |
|                       | OHL OC 3 salary         | \$ 40,500.00  |                                              |
|                       | Helena fringe           | \$ 1,425.00   |                                              |
|                       | OHL coordinator fringe  | \$ 8,730.00   |                                              |
|                       | OHL OC 1 fringe         | \$ 11,184.00  |                                              |
|                       | OHL OC 2 fringe         | \$ 11,184.00  |                                              |
|                       | OHL OC 3 fringe         | \$ 11,184.00  |                                              |
|                       | OHL Travel              | \$ 8,167.50   | 1/2 outside travel costs plus ground travel  |
|                       | OHL Occoupancy          | \$ 2,000.00   |                                              |
|                       | OHL Insurance           | \$ 2,000.00   |                                              |
|                       | OHL phones              | \$ 1,440.00   |                                              |
|                       | OHL laptops             | \$ 6,145.00   |                                              |
| Total SubAwards       |                         | \$ 265,700.50 | \$ 259,555.50 \$259,555.50                   |
| Procurement Contracts | None                    | \$            |                                              |
| Other                 | NOEMS computer          | \$ 1,300.00   |                                              |
|                       | NOEMS dock              | \$ 208.00     |                                              |
|                       | NOEMS computer monitor  | \$ 450.00     |                                              |
|                       | NOEMS cell purchase     | \$ 100.00     |                                              |
|                       | NOEMS cell plan         | \$ 480.00     |                                              |
|                       | NOEMS desk phone        | \$ 272.00     | \$ 2,810.00                                  |
|                       | ImageTrend              | \$ 1,000.00   |                                              |
| Total Other           |                         | \$ 3,810.00   | 1,480.00 \$ 1,480.00                         |
| Indirect              | \$291,565 x .13         | \$ 37,903.45  |                                              |
| TOTAL                 |                         | \$ 433,330.00 | \$ 424,855.00 \$424,855.00                   |
|                       |                         | \$            | 1,283,040.00                                 |

## EXHIBIT B – COMPLETE BUDGET BREAKDOWN

**Year 2:**

| Category               | Item                    | Cost                 | Notes                                        |
|------------------------|-------------------------|----------------------|----------------------------------------------|
| Personnel              | NOEMS coordinator       | \$ 59,300.00         |                                              |
| Fringe                 | NOEMS coordinator       | \$ 29,650.00         |                                              |
| Travel                 | NOEMS coordinator       | \$ 6,412.50          | 1/2 outside travel costs minus ground travel |
| Equipment              | Unclear                 |                      |                                              |
| Supplies               | Narcan                  | \$ 26,250.00         |                                              |
|                        | Harm reduction supplies | \$ 3,000.00          |                                              |
|                        | Office supplies         | \$ 1,268.85          |                                              |
| <b>Total Supplies</b>  |                         | <b>\$ 30,518.85</b>  |                                              |
| Construction           | None                    | \$ -                 |                                              |
| SubAwards              | PRG                     | \$ 43,333.00         |                                              |
|                        | Helena salary           | \$ 6,250.00          | 5% LOE                                       |
|                        | OHL coordinator salary  | \$ 31,158.00         | 50% LOE                                      |
|                        | OHL OC 1 salary         | \$ 40,500.00         |                                              |
|                        | OHL OC 2 salary         | \$ 40,500.00         |                                              |
|                        | OHL OC 3 salary         | \$ 40,500.00         |                                              |
|                        | Helena fringe           | \$ 1,425.00          |                                              |
|                        | OHL coordinator fringe  | \$ 8,730.00          |                                              |
|                        | OHL OC 1 fringe         | \$ 13,614.00         |                                              |
|                        | OHL OC 2 fringe         | \$ 13,614.00         |                                              |
|                        | OHL OC 3 fringe         | \$ 13,614.00         |                                              |
|                        | OHL Travel              | \$ 8,167.50          | 1/2 outside travel costs plus ground travel  |
|                        | OHL Occoupancy          | \$ 2,000.00          |                                              |
|                        | OHL Insurance           | \$ 2,000.00          |                                              |
|                        | OHL phones              | \$ 1,440.00          |                                              |
| <b>Total SubAwards</b> |                         | <b>\$ 266,845.50</b> |                                              |
| Procurement Contracts  | None                    | \$ -                 |                                              |
| Other                  | NOEMS cell plan         | \$ 480.00            |                                              |
|                        | NOEMS desk phone        | \$ 272.00            |                                              |
|                        | ImageTrend              | \$ 1,000.00          |                                              |
| <b>Total Other</b>     |                         | <b>\$ 1,752.00</b>   |                                              |
| Indirect               | \$298,885 x .13         | \$ 38,851.15         |                                              |
| <b>TOTAL</b>           |                         | <b>\$ 433,330.00</b> |                                              |



## EXHIBIT B – COMPLETE BUDGET BREAKDOWN

### Year 3:

| Category               | Item                    | Cost                 | Notes                                        |
|------------------------|-------------------------|----------------------|----------------------------------------------|
| Personnel              | NOEMS coordinator       | \$ 59,300.00         |                                              |
| Fringe                 | NOEMS coordinator       | \$ 29,650.00         |                                              |
| Travel                 | NOEMS coordinator       | \$ 4,525.00          | 1/2 outside travel costs minus ground travel |
| Equipment              |                         |                      |                                              |
| Supplies               | Narcan                  | \$ 26,250.00         |                                              |
|                        | Harm reduction supplies | \$ 1,457.00          |                                              |
|                        | Office supplies         | \$ 500.67            |                                              |
| <b>Total Supplies</b>  |                         | <b>\$ 28,207.67</b>  |                                              |
| Construction           | None                    | \$ -                 |                                              |
| SubAwards              | PRG                     | \$ 43,333.00         |                                              |
|                        | Helena salary           | \$ 6,250.00          | 5% LOE                                       |
|                        | OHL coordinator salary  | \$ 32,092.00         | 50% LOE                                      |
|                        | OHL OC 1 salary         | \$ 41,715.00         |                                              |
|                        | OHL OC 2 salary         | \$ 41,715.00         |                                              |
|                        | OHL OC 3 salary         | \$ 41,715.00         |                                              |
|                        | Helena fringe           | \$ 1,425.00          |                                              |
|                        | OHL coordinator fringe  | \$ 8,895.00          |                                              |
|                        | OHL OC 1 fringe         | \$ 13,828.00         |                                              |
|                        | OHL OC 2 fringe         | \$ 13,828.00         |                                              |
|                        | OHL OC 3 fringe         | \$ 13,828.00         |                                              |
|                        | OHL Travel              | \$ 6,280.00          | 1/2 outside travel costs plus ground travel  |
|                        | OHL Occoupancy          | \$ 2,000.00          |                                              |
|                        | OHL Insurance           | \$ 2,000.00          |                                              |
|                        | OHL phones              | \$ 1,440.00          |                                              |
| <b>Total SubAwards</b> |                         | <b>\$ 270,344.00</b> |                                              |
| Procurement Contracts  | None                    | \$ -                 |                                              |
| Other                  | NOEMS cell plan         | \$ 480.00            |                                              |
|                        | NOEMS desk phone        | \$ 272.00            |                                              |
|                        | ImageTrend              | \$ 1,000.00          |                                              |
| <b>Total Other</b>     |                         | <b>\$ 1,752.00</b>   |                                              |
| <b>Indirect</b>        | <b>\$304,241 x .13</b>  | <b>\$ 39,551.33</b>  |                                              |
| <b>TOTAL</b>           |                         | <b>\$ 433,330.00</b> |                                              |

## EXHIBIT C – REPORTING SPECIFICS

| Performance Measures, Data Source, Collection Frequency, and Responsible Staff                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>Quantitative data</u></b></p> <p><b>Data Source:</b> Implementation Summary Form (ISF)</p> <p><b>Collection Frequency:</b> Ongoing; submitted quarterly to PRG;</p> <p><b>Responsible Staff:</b> OHL outreach coordinators and case managers</p> <p>OHL staff will record quantitative data related to 1) training, outreach, awareness, or prevention activities; and 2) diversion, recovery support, and substance abuse treatment services in the ISF, an Excel spreadsheet created to track quantitative data related to the COSSAP project. OHL outreach coordinators and case managers will regularly collect and report in the ISF data to respond to the following performance measures:</p> <p><b><u>Training, outreach, awareness, or prevention activities</u></b></p> <ul style="list-style-type: none"> <li>• Audience and method of delivery of each training, outreach, awareness, or prevention activity</li> <li>• Total number of youth (under 18) and adults (18+) in attendance at each training, outreach, awareness, or prevention activity</li> <li>• Type and number of individuals in receipt of naloxone training</li> </ul> <p><b><u>Diversion, recovery support, and substance abuse treatment services</u></b></p> <ul style="list-style-type: none"> <li>• Number of individuals receiving recovery support services, by type</li> <li>• Length of time individuals receive recovery support services</li> <li>• Number of individuals receiving substance abuse or co-occurring treatment services through referrals</li> <li>• Length of time individuals receive substance abuse treatment services</li> </ul> <p><b>Data Source:</b> Overdose Tracking Sheet (OTS), ImageTrend,</p> <p><b>Collection Frequency:</b> Ongoing; submitted quarterly to PRG;</p> <p><b>Responsible Staff:</b> OHL outreach coordinators and case managers, NOEMS staff</p> <p>OHL and NOEMS staff conduct real-time data collection related to overdoses in the target area. OHL staff maintain the OTS, an Excel spreadsheet that tracks several metrics related to overdoses of program participants and other individuals as available. In addition to demographic data of individuals, the tracking sheet collects data to respond to the following performance measures:</p> <ul style="list-style-type: none"> <li>• Number and time frame of overdose events experienced by program participants</li> <li>• Number of participants experiencing overdose events in specified time frames</li> <li>• Number of individuals experiencing a non-fatal overdose in the target area</li> </ul> <p><b><u>Narrative and qualitative data</u></b></p> <p><b>Data Source:</b> Quarterly Calls Tracking Form (QCTF);</p> <p><b>Collection Frequency:</b> Quarterly;</p> <p><b>Responsible Staff:</b> NOEMS and OHL staff</p> <p>NOEMS, OHL, and PRG staff will hold quarterly meetings to discuss program implementation. A PRG research analyst will record note from each meeting in the QCTF, an Excel spreadsheet created to track qualitative data related to the COSSAP project. The project team will hold discussion to gather information to respond to the following performance measures:</p> <ul style="list-style-type: none"> <li>• Major <i>internal</i> obstacles to providing treatment and recovery support services (staff turnover, technology challenges, funding, etc.)</li> <li>• Major <i>external</i> obstacles to providing treatment and recovery support services (lack of public transportation, limited client participation/commitment, etc.)</li> <li>• Involvement of COSSAP workgroup partnerships</li> <li>• Collaboration of stakeholders with one another</li> </ul> |



## **EXHIBIT D - SPECIAL CONDITIONS FOR FEDERAL CONTRACTS**

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

Contracts for more than the simplified acquisition threshold (\$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) are authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

### **SIMPLIFIED ACQUISITION PROCEDURES**

Simplified acquisition procedures mean the methods prescribed in part 13 for making purchases of supplies or services.

Simplified acquisition threshold means \$250,000, except for –

(1) Acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a contingency operation; to facilitate defense against or recovery from cyber, nuclear, biological, chemical, or radiological attack; to support a request from the Secretary of State or the Administrator of the United States Agency for International Development to facilitate provision of international disaster assistance pursuant to 22 U.S.C. 2292 et seq.; or to support response to an emergency or major disaster (42 U.S.C. 5122), (41 U.S.C. 1903), the term means –

(i) \$800,000 for any contract to be awarded and performed, or purchase to be made, inside the United States; and

(ii) \$1.5 million for any contract to be awarded and performed, or purchase to be made, outside the United States; and

(2) Acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a humanitarian or peacekeeping operation (10 U.S.C. 2302), the term means \$500,000 for any contract to be awarded and performed, or purchase to be made, outside the United States.

### **DAVIS-BACON ACT**

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing

wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other



employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done



under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) ***Withholding for unpaid wages and liquidated damages.*** The applicable Federal agency or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **CLEAN AIR ACT**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### **ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **FEDERAL WATER POLLUTION CONTROL ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **SUSPENSION AND DEBARMENT**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of New Orleans. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of New Orleans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR



180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

These steps are required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

#### **DOMESTIC PREFERENCES FOR PROCUREMENTS.**

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products



such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the City of New Orleans, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of New Orleans and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **DHS SEAL, LOGO, AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### **COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations nor liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### **CONTRACTS WITH OTHERS**

If the Contractor contracts with any other contractor or vendor for performance of any portion of the work required under this Agreement, the Contractor must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its

employees and/or their contractors; the State of Louisiana, its employees, and/or their contractors; and the City, its employees and/or their contractors, and the Contractor and its employees and/or contractors harmless from liability to third parties for claims asserted under such contract.

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.



## EXHIBIT E – AWARD LETTER

### ✓ Award Letter

September 29, 2022

Dear SHAYNA GOLDFINE,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by NEW ORLEANS, CITY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program. The approved award amount is \$1,299,996.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and QVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General

## Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter



Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1. New construction.
2. Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name

Orbin

Middle Name

\_\_\_\_\_

Last Name

Terry