

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
SOUTHEASTERN LOUISIANA AREA HEALTH EDUCATION CENTER, INC.
FOR
FIDUCIARY AGENT FOR NORAPC

RFP NO. 3611-02343

THIS FIFTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Southeastern Louisiana Area Health Education Center, Inc., represented by Brian P. Jakes, Sr., Chief Executive Officer (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” This Amendment is effective March 1, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, on, March 1, 2018, the City and the Contractor entered into a professional service agreement, for provision of the following services related to HIV/AIDS treatment: for the Contractor to serve as the Fiduciary Agent for the New Orleans Regional AIDS Planning Council in connection with HIV/AIDS treatment and access to services (the “**Agreement**”);

WHEREAS, on March 1, 2019, the City and the Contractor entered into the First Amendment to increase compensation and extend the term for continuity of services;

WHEREAS, on June 21, 2019, the City and the Contractor entered into the Second Amendment to increase compensation, extend the term for continuity of services, and update essential terms and provisions;

WHEREAS, on March 1, 2020, the City and the Contractor entered into the Third Amendment to increase compensation and update essential terms and provisions;

WHEREAS, on March 1, 2021, the City and the Contractor entered into the Fourth Amendment to increase compensation, extend the term for continuity of services, and update essential terms and provisions; and

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

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

1. **Extension.** The Agreement is extended for ten (10) months, from the Effective Date through December 31, 2022.
2. **Compensation.** The compensation of the Agreement is increased by the following for FY22 in HIV Emergency Relief Project:

- a. Increase in the New Orleans Regional AIDS Planning Council operating expenses in the amount of \$ 290,590.00 to a new total amount of not exceed 1,480,114.00.
- b. Increase in payment for the administrative cost as the fiduciary agent in the amount of \$23,247 to a new total amount of not exceed \$118,407.00.

The compensation under this Agreement is contingent upon receipt of full Notice of Awards from the funders, and the appropriation and allocation of funds by the City.

3. **Updated Terms and Provisions.** The following are added to the Article of the Agreement on *Additional Provisions*:

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

1. The Contractor 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, Contractor 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 such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.
3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.
4. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

B. **Invoices.**

1. The Contractor 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 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. At a minimum, each invoice must include the following information:

- a. Name of Contractor;
- 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 (i.e. City Civil Service);
- f. Description of the Services completed;
- g. FEMA or HUD project number, if applicable.

2. Invoices will be processed in accordance with Article IV Section A of the Agreement.

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

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

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

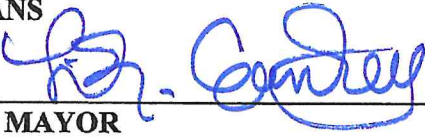
- 4. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
- 5. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.
- 6. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- 7. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

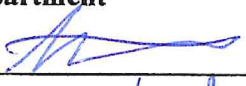
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 21st of September, 2022

FORM AND LEGALITY APPROVED:

Law Department

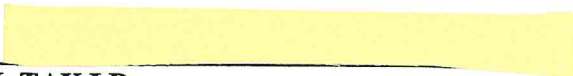
By: 

Printed Name: Andrew Gregorian

SOUTHEASTERN LOUISIANA AREA HEALTH EDUCATION CENTER,
INC.

BY: 

BRIAN P. JAKES, SR., CHIEF EXECUTIVE OFFICER


FEDERAL TAX I.D.