**GRANT FUNDED**

**PROFESSIONAL SERVICES AGREEMENT**

**ONE TOUCH MINISTRIES**

**EBR ARP PROGRAM**

This Agreement entered into effective the 30st day of August, 2023 by and between the City of Baton Rouge and Parish of East Baton Rouge, (hereinafter referred to as “City-Parish”) and One Touch Ministry, Incand hereinafter referred to as “Service Provider”.

Parties acknowledge that this contract is funded through AMERICAN RESCUE PLAN funds dedicated to reentry services, to provide support of reentry of citizens returning to the Baton Rouge community.

The following documents are all hereby made part of this Agreement to the same extent as if incorporated in full:

1. Attachment A – Scope of Services
2. Attachment B – Service Provider’s and Subcontractor’s Insurance
3. Attachment C – Federal Terms and Conditions
4. Attachment D – Program Budget

**Article I: Term**

This Agreement shall be for a term commencing August 30, 2023, and terminating August 30, 2024.

**Article II: Scope of Services**

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to citizens exiting state correctional facilities or the local parish jail, returning to the City-Parish of Baton Rouge.

Scope of Services are as defined per Attachment “A”, attached and made a part of this agreement.

**Article III: Status of Service Provider**

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subs. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subs of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City Parish and the Service Provider’s representative by signature hereto expressly waives and relinquishes any such rights.

**Article IV: Conflict of Interest and Louisiana Code of Ethics**

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the City/Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>).  As such, third party vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.  In addition, third party vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals.  Care must be exercised to avoid impropriety.

The Louisiana Board of Ethics is the ***only*** entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is <http://ethics.la.gov/>.

**Article V: Insurance**

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than $600,000. A certificate of insurance evidencing the required coverage as noted in Attachment “B” shall be provided prior to final execution of the contract and commencement of work.

**Service Provider understands that Louisiana Law requires certain employers to maintain workers compensation insurance.** *(use this additional clause if claims exemption such as sole proprietor with no employees or other exempt classification.)* **[The Service Provider shall attest that he is exempt from this statutory requirement as evidenced by the attached waiver of worker’s compensation.]**

**Article VI: Indemnification**

Service Provider shall indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing of its obligations under this agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish, its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider’s operation under this Agreement.

**Article VII: Cybersecurity Prerequisites**

Service Provider, including all principals and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

**Article VIII: Compensation**

The City Parish shall pay Service Provider the sum not to exceed $100,000.00.

|  |  |
| --- | --- |
| Upon execution of this agreement (advance) | $15,000.00 |
| September 30, 2023 | $7,080.00 |
| October 30, 2023 | $7,080.00 |
| November 30, 2023 | $7,080.00 |
| December 30, 2023 | $7,080.00 |
| January 30, 2024 | $7,080.00 |
| February 28, 2024 | $7,080.00 |
| March 30, 2024 | $7,080.00 |
| April 30, 2024 | $7,080.00 |
| May 30, 2024 | $7,080.00 |
| June 30, 2024 | $7,080.00 |
| July 30, 2024 | $7,080.00 |
| August 30, 2024 | $7,120.00 |
| TOTAL COMPENSATION | $100,000.00 |

This compensation shall be payable within thirty (30) days after submission and approval of the invoice for costs incurred and certifying compliance with grant requirements.

Each invoice must include appropriate supporting documentation, as applicable, including:

1. All payments made prior to the delivery of services under this contract, including those paid upon execution of this agreement, shall be substantiated by itemized start-up costs.
2. Performance Reports, if required, with summary of tasks based on deliverables(s); and/or
3. Receipts, timesheets and/or consultant hours and summaries of tasks as appropriate

Failure of the Service Provider to comply with the grant requirements is cause for the City-Parish to withhold payment until service provider certifies compliance.

**Article IX: Inspection of Books and Records**

The Service Provider shall permit the authorized representative of the City-Parish, the Federal grantor agency, the Comptroller General or any of their representatives to have access to any books, documents, papers and records of the Service Provider which are directly pertinent to the performance of this agreement for the purpose of audit, examination, excerpts, and transcriptions.

**Article X: Record Retention**

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 3 years after receiving notification from the City Parish that it has received notification from the awarding agency that the award has been financially and programmatically closed.

**Article XI: Complete Agreement**

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

**Article XII: Contract Modifications**

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law. In the event of an inconsistency between this Professional Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Professional Service Agreement.

**Article XIII: Termination for Convenience**

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with an effective date. In the event of early termination of this Agreement, City-Parish shall pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the City-Parish granting party at the time of termination.

**Article XIV: Termination for Cause**

The City-Parish may terminate this agreement for cause based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of the agreement, provided that the Service Provider shall give the City-Parish written notice specifying the City-Parish’s failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in “default” under the terms, conditions and deliverables outlined in this contract, then all costs incurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City-Parish and returned to the City-Parish.

**Article XV: Termination for Lack of Grant Funding**

The continuation of this contract is contingent on the funding provided by American Rescue Plan Reentry Program Grant. Should said funding cease, this agreement shall terminate immediately.

**Article XVI: Compliance with Code of Federal Regulations (**2 C.F.R. § Pt. 200, App. II)

The Service Provider, as part of this agreement, is receiving funding under a Federal award. The Service Provider shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200 of the Code of Federal Regulations. Said provisions are provided in Attachment C, which is hereby made part of this agreement. All Service Providers receiving Federal funds through the City-Parish, as a non-Federal entity, shall sign Attachment C indicating their understanding and agreement to the applicable Federal contract provisions.

**Article XVII: Assignment and Subcontracting**

This agreement is not assignable by the Service Provider without the City-Parish’s written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish’s prior approval.

**Article XVIII: Governing Law and Venue**

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, parish of East Baton Rouge, State of Louisiana.

In witness whereof, the parties hereto have executed this Agreement in triplicate, effective as of the date first written above.

***SIGNATURES ON FOLLOWING PAGE***

**WITNESSES CITY OF BATON ROUGE AND**

 **PARISH OF EAST BATON ROUGE**

 **BY:**

 **Sharon Weston Broome, Mayor-President**

 **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ONE TOUCH MINISTRIES**

 **BY:**

 **Verna Bradly Jackson**

 **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Approved:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Leslie Ricard Chambers, Assistant CAO**

 **Office of the Mayor-President**

**Approved as to form:**

**Office of the Parish Attorney**

# *ATTACHMENT A*

**Scope of Services**

The services and activities provided by One Touch Ministry, Inc. will support the reentry of 35 citizens into the Baton Rouge community, beginning in August 2023. The focus is on providing temporary stable housing services, wrap-around services, and support to facilitate positive outcomes for the reentry citizens. One Touch Ministry, Inc. is committed to offering coordinated and individualized community-based services, with a family-driven approach.

**Deliverables for the Reentry Housing Program, Provided by One Touch Ministries**

Engage:

Conduct intake assessments to identify the needs and goals of the reentry citizens. Establish a case management plan for each individual, outlining the necessary support services. Provide ongoing engagement and support to ensure successful reentry into the community.

Intake Assessments:

Completed intake assessment forms for each reentry citizen, outlining their needs and goals.

Case Management Plans:

Individualized case management plans for each reentry citizen, detailing the support services and resources required.

Crisis Care:

Offer crisis intervention services for reentry citizens facing immediate challenges or emergencies. Collaborate with relevant agencies to address mental health, substance abuse, and other crisis-related issues.

Crisis Care Reports:

Documentation of crisis intervention services provided, including the nature of the crisis, actions taken, and outcomes achieved.

Outreach:

Conduct community outreach to raise awareness about reentry challenges and available support. Establish partnerships with community organizations, employers, and housing providers to enhance reentry opportunities.

Outreach Activities Report:

Summary report detailing the community outreach efforts, partnerships established, and feedback received.

Overcomer's Session:

Facilitate regular group sessions to address emotional and psychological well-being. Provide guidance and counseling to address trauma, stress, and other reentry-related concerns.

Overcomer's Session Attendance:

Attendance records of reentry citizens participating in the Overcomer's sessions.

Soft/Life Skills:

Develop and deliver workshops to enhance reentry citizens' soft skills, such as communication, problem-solving, and conflict resolution. Provide training in practical life skills, including financial literacy, job readiness, and time management.

Soft/Life Skills Workshop Materials:

Curriculum and materials used in soft/life skills workshops, including handouts, presentations, and training resources.

Independent Living Supports:

Assist reentry citizens in securing stable housing through rental assistance, housing search, and case management. Provide ongoing support to address housing-related challenges and promote self-sufficiency.

Independent Living Support Documentation:

Documentation of the assistance provided in securing stable housing, rental assistance, and ongoing support for housing-related challenges.

Basic Service Needs:

Connect reentry citizens to essential services, including healthcare, education, employment, and transportation. Collaborate with community partners to ensure access to food, clothing, and other basic necessities.

Basic Service Referral Records:

Records of referrals made to essential services such as healthcare, education, employment, transportation, and basic necessities.

Housing Repairs:

Conduct necessary repairs and maintenance on temporary housing units provided for reentry citizens. Ensure the safety and habitability of the housing units, addressing any immediate repair needs.

Housing Repairs and Maintenance Log:

Log of housing repairs and maintenance activities conducted on the temporary housing units.

**Program Progress Reports:**

Periodic progress reports summarizing the overall program achievements, challenges faced, and recommendations for improvement.

**Program Evaluation:**

Final evaluation report assessing the program's effectiveness, impact on reentry citizens, and suggestions for future enhancements. These deliverables will serve as tangible evidence of the activities, outcomes, and impact of One Touch Ministry, Inc.'s Reentry Housing Program, providing transparency and accountability to The City of Baton Rouge.

**Financial Reports:**

Detailed financial report outlining the allocation and expenditure of the $100,000.00 budget, including receipts and invoices.

# *ATTACHMENT B*

# SERVICE PROVIDER'S AND SUBCONTRACTORS 'S INSURANCE

The Service Provider and any sub shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. The Service Provider shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. The Service Provider is responsible for assuring that its subs meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows:

 General Aggregate $600,000

 Products-Comp/Op Agg $600,000

 Personal & Adv Injury $300,000

 Each Occurrence $300,000

 Fire Damage (Any one fire) $ 50,000

 Med Exp $ 5,000

B. Business Auto Policy

Any Auto, or Combined Single Limit

Owned, Non-Owned & Hired $300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge

Attn: Purchasing Division

Post Office Box 1471

Baton Rouge, Louisiana 70821

***ATTACHMENT C***

**COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS**

**(**2 C.F.R. § Pt. 200, App. II)

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| --- |
| **Definitions:****contractor -** means an entity that receives a contract.**non-Federal entity**- means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.**federally assisted construction contract** – any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government**funding agreement –** agreement entered into between any Federal agency and any for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. |

**The Service Provider receiving funding under a Federal award, shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200 and those associated with US Treasury State and Local Fiscal Recovery Fund terms and conditions.**

**FEDERAL TERMS AND CONDITIONS APPLICABLE FOR ALL CONTRACTS UTILIZING AMERICAN RESCUE PLAN ACT, STATE AND LOCAL FISCAL RECOVERY FUNDS.**

1. **Use of Funds.** The Service Provider understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury’s regulations implementing that section and guidance.

The Service Provider will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

1. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, the Service Provider may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
2. **Reporting.** The Service Provider agrees to comply with any reporting obligations established by Treasury as they relate to this award.
3. **Maintenance of and Access to Records.** The Service Provider shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Service Provider in order to conduct audits or other investigations.

Records shall be maintained by the Service Provider for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

1. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
2. **Administrative Costs.** The Service Provider may use funds provided under this award to cover both direct and indirect costs.
3. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by the Service Provider.
4. **Conflicts of Interest.** The Service Provider understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. The Service Provider and their subconsultants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
5. **Compliance with Applicable Law and Regulations.**
6. The Service Provider agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. The Service Provider also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Service Provider shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
7. Federal regulations applicable to this award include, without limitation, the following:
	1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
	2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
	3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
	4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
	5. THE CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
	6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
	7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
	8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
	9. Generally applicable federal environmental laws and regulations.
8. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
9. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
10. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
11. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
12. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
13. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
14. **Remedial Actions.** In the event of the Service Provider’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
15. **Hatch Act.** The Service Provider agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.

§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

1. **False Statements.** The Service Provider understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
2. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City-Parish of East Baton Rouge by the U.S. Department of the Treasury.”
3. **Debts Owed the Federal Government.**
4. Any funds paid to the Service Provider (1) in excess of the amount to which the Service Provider is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Service Provider shall constitute a debt to the federal government.
5. Any debts determined to be owed the federal government must be paid promptly by the Service Provider. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Service Provider knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
6. **Disclaimer.**
7. The United States expressly disclaims any and all responsibility or liability to the Service Provider or third persons for the actions of the Service Provider or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
8. The acceptance of this award by the Service Provider does not in any way establish an agency relationship between the United States and the Service Provider.
9. **Protections for Whistleblowers.**
10. In accordance with 41 U.S.C. § 4712, the Service Provider may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
11. The list of persons and entities referenced in the paragraph above includes the following:
	* + 1. A member of Congress or a representative of a committee of Congress;
			2. An Inspector General;
			3. The Government Accountability Office;
			4. A Treasury employee responsible for contract or grant oversight or management;
			5. An authorized official of the Department of Justice or other law enforcement agency;
			6. A court or grand jury; or
			7. A management official or other employee of the Service Provider, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
12. The Service Provider shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
13. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Service Provider should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and the Service Provider should establish workplace safety policies to decrease accidents caused by distracted drivers.
14. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Service Provider should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and the Service Provider should establish workplace safety policies to decrease accidents caused by distracted drivers.
15. **Equal Employment Opportunity.** During the performance of this contract, the Service Provider agrees as follows:
	1. The Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Service Provider 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 Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
	2. The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, 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 Service Provider 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 Service Provider’s legal duty to furnish information.
	4. The Service Provider 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 Service Provider’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
	5. The Service Provider’s 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 Service Provider’s 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 Service Provider’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 Service Provider 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 Service Provider 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 sub or vendor. The Service Provider 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 Service Provider becomes involved in, or is threatened with, litigation with a sub or vendor as a result of such direction by the administering agency, The Service Provider 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 Service Providers, 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 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 Service Provider’s, 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.

1. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of $2,000.00 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).

The Service Provider agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5•, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. 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 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. The Service Provider shall maintain documentation which demonstrates compliance with the requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

1. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of $100,000.00 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). Any Service Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts*.*
2. Overtime requirements. No Service Provider or subcontractor 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.
3. 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 Service Provider and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Service Providers and subcontractors 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.
4. Withholding for unpaid wages and liquidated damages. The (write in the name of the 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 Service Provider or subcontractor under any such contract or any other Federal contract with the same prime , or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime , such sums as may be determined to be necessary to satisfy any liabilities of such or sub for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
5. Subcontracts. The Service Provider 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 subs to include these clauses in any lower tier subcontracts. The prime contractor (Service Provider) shall be responsible for compliance by any sub or lower tier sub with the clauses set forth in paragraphs (b)(1) through (4) of this section. 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 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.
6. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **$150,000.00** 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 Environmental Protection Agency (EPA).

The Service Provider 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.

1. The Service Provider 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. If this contract is funded by federal dollars, the Service Provider agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.
3. If this contract is funded by federal dollars, The Service Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by Treasury.
4. **Debarment & Suspension.** A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. 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.

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 Service Provider is required to verify that none of The Service Provider’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).

The Service Provider must comply with 2 C.F.R. pt. 180, subpart C and2 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.

This certification is a material representation of fact relied upon by City of Baton Rouge / Parish of East Baton Rouge. If it is later determined that the Service Provider 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 City of Baton Rouge / Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or the Service Provider 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 Service Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Service Provider shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

1. **Byrd Anti-Lobbying Act.** Service Provider’s that apply or bid for an award exceeding $100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The Service Provider’s will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Service Provider’s 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.

1. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Service Provider’s must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds $10,000or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. **Surveillance Services or Equipment.**  A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and subrecipients are prohibited from using 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*.

1. **Domestic Preferences for Procurement.** 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](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=89450cc597955157f0392deeabdb3199&term_occur=999&term_src=Title:2:Subtitle:A:Chapter:II:Part:200:Subpart:D:Subjgrp:28:200.322) (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all [subawards](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=fc38ec96e3dffd2a5e63c7bfd1694f16&term_occur=999&term_src=Title:2:Subtitle:A:Chapter:II:Part:200:Subpart:D:Subjgrp:28:200.322) including all [contracts](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=dad614c8a49266d2767ab3a834546ad5&term_occur=999&term_src=Title:2:Subtitle:A:Chapter:II:Part:200:Subpart:D:Subjgrp:28:200.322) and purchase orders for work or products under this award.

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.

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the sub to comply with the terms and conditions of this contract, provided that CITY-PARISH shall give the Service Provider written notice specifying the Service Provider’s failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving seven (7) days written notice to the Service Provider.

Upon termination for cause or convenience, The Service Provider shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the Service Provider shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the Service Provider’s compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Service Provider’s services.

1. **Remedies.**  If any work performed by the Service Provider fails to meet the requirements of the AGREEMENT, CITY-PARISH may in its sole discretion:
2. elect to have the Service Providers re-perform or cause to be re-performed at the Service Provider’s sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
3. hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Service Provider from any amounts due to the Service Provider; or
4. pursue and obtain any and all other available legal or equitable remedies.
5. **Energy Policy and Conservation Act:** The Service Provider 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).
6. **Copeland Anti-Kickback Act:**
7. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
8. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subs to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any sub or lower tier sub with all of these contract clauses.
9. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
10. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, , or any other party pertaining to any matter resulting from the AGREEMENT.
11. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Service Provider acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider’s actions pertaining to this AGREEMENT.
12. **Force Majeure:** Any delay or failure of the Service Provider in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A “Force Majeure Event” means an event due to any cause or causes beyond the reasonable control of the Service Provider and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other s, vendors or suppliers. In the event of a Force Majeure Event, the Service Provider shall receive an equitable adjustment extending the Service Provider’s time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to the Service Provider’s compensation sufficient to account for any increased cost in performance or loss or damage suffered by the Service Provider.

**IN WITNESS WHEREOF**, the **Service Provider** understands and agrees to the above Federal award provisions.

 **BY:**

 **(*Authorized Signature, printed name)***

 **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***ATTACHMENT D***

**Program Budget**

One Touch Ministry, Inc. requests a budget of $100,000.00 to support the implementation of the reentry housing program. The budget will be allocated as follows:

**Personnel:**

Salaries and benefits for program staff: $18,000.00 (Program Navigator)

**Program Expenses:**

Rental assistance for temporary housing units: $8,000.00

Transportation and travel expenses: $5,500.00

Workshop materials and supplies: $5,000.00

Crisis care and emergency assistance: $7,000.00

Outreach and community engagement activities: $3,000.00

Housing repairs and maintenance: $47,000.00

**Administrative Costs:**

Office space rental and utilities: $4,000.00

Communication and technology expenses: $2,500.00