



**Opioid Abatement and Remediation Grant  
1B Award Scope 2023  
CONGO-TARIR PROJECT  
POSDC-1B-0011**

**About Congo – Tarir Project**

The Tarir Project is a community-based program located on the east side of the City of Wilmington. The project will introduce protective factors in urban and under-resourced communities to stem opioid misuses. The project will provide activities that promote self-care, education, health, and wellness. The Project will provide a resource hub with the goal of providing protective factors for the community. The hub will be located on West 28<sup>th</sup> street. Members of the community will be able to receive primary and secondary prevention and education regarding the use of opioids and the destruction these substances cause on the human body and their environment. They will also receive information regarding treatment so they understand that there should be no stigma associated with addiction and the possibility of entering and remaining in recovery.

Individuals will be screened for social determinants of health needs and connected to resources that will help them access needed services. These resources include safe housing, food, childcare options, transportation options, primary care, social services including assistance with application process for Medicaid, TANF and other social service supports.

**Scope of Work**

The Tarir Project will provide a resource hub on the east side of Wilmington in an area that has been identified as an opportunity zone. This resource hub will be used to provide best practice interventions regarding opioid abatement and remediation strategies for both youth and adults from various backgrounds. Our target audience will include those who are in great need in Wilmington's most under-resourced communities.

Access to the hub will be through membership at no cost. It is obtained by participation in required anti-opioid education information sessions. Following the initial session, the individual/members will receive an ID Card. To keep the membership active, the individual must participate in 6-month refresher sessions for the length/life of their membership.

Program services will include:

- Tutoring
- Music Lessons
- Chess Clubs
- Math Odyssey Clubs
- English and Writing Center
- Educational and recreations Based Field Trips
- Peer Group counseling
- Primary care screenings
- Food Pantry

**Metrics / Measures of Success**

- Building Renovations completed by January 1, 2024
- Staff Hired and Trained by March 1, 2024
- Program services to begin by March 1, 2024

**Employment**

- Program Coordinator

**Awarded: \$475,000**

**Payment Schedule – Quarterly 2023 -2024**

Funding will be allocated following completion and submission of the contract deliverables. Vendor will invoice in installments for renovations during 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> quarter. Program services to start on or before September 1, 2023. Within the year, you will be subjected to an audit of your organizations financial, qualitative, and quantitative activities and progress.

**Payment # 1 – 1<sup>st</sup> Quarter Deliverables Startup Costs \$295,000**

- Contractual Services for repairs and renovations of building infrastructure for ADA accessibility, safety and applicable building code standards (i.e. bathrooms, walls, windows, floors, doors)

**Payment #2 – 2nd quarter deliverables - \$100,000 (Submit documentation)**

- Completion of Renovations
- Program Start up and implementation.
- Hire Program Coordinator
  - include salary allocation, supply purchases.
  - staff training
  - equipment

**Payment #3- 3<sup>rd</sup> quarter deliverables \$80,000 (Submit documentation)**

- Monthly tracking report
  - include salary allocation, supply purchases, naloxone kits ordered (if applicable)
- Program in full operation

**MANDATORY TERMS AND CONDITIONS FOR PRESCRIPTION OPIOID IMPACT FEE FUND AND PRESCRIPTION OPIOID SETTLEMENT FUND DISTRIBUTIONS**

1) *Notice and Acknowledgement, Eligibility.* The recipient acknowledges that the provision of funding or payment relating to this transaction is the result of an effort to address the ongoing opioid crisis in the State of Delaware (the “**State**”). Any entity that applies for and receives (“**Recipient**”) a grant award or other disbursement of Opioid Funds expressly acknowledges that it is receiving restricted State funds from the Prescription Opioid Impact Fund (the “**Impact Fund**”) established under 16 *Del. C.* § 4803B and/or the Prescription Opioid Settlement Fund (the “**Settlement Fund**,” and together with the Impact Fund, the “**Opioid Funds**”) established under 16 *Del. C.* § 4808B. Recipient further acknowledges that its statements, disclosures and representations made in seeking or reporting on proceeds of an Opioid Fund must be made by an individual with actual or apparent authority to bind Recipient, and that submission of false or misleading information may give rise to civil liability or criminal prosecution.

2) *Audit and Inspection.*

- a) *State Auditing Rights.* Recipient shall hold the Recipient’s, and any applicable agent, subcontractor, or subconsultant’s work and records open at all times for the inspection and/or audit by the State, including, any private firm of certified public accountants engaged by the State. This applies to any books, documents, papers, financial and accounting reports, schedules and records, and any other material of the Recipient and any applicable agent, subcontractor, or subconsultant which relate to Opioid Funds. The location of the inspection and/or audit will be at the State’s discretion and the inspection may be preceded by the State’s demand for the production of documents. Such access for an on-site inspection and/or audit shall be granted by Recipient during its normal business hours after receipt at least ten (10) business days advance written notice. This provision shall survive termination or cancellation of the grant or other award.
- b) *Mandatory Record Retention.* Recipient, and any applicable agent, subcontractor, or subconsultant retained by Recipient, must retain all books, documents, papers, financial and accounting reports, schedules and records, and any other material pertaining to costs incurred under the grant or other award for not less than 6 years after the State makes final payment and all other pending matters are closed and shall make the material available upon request for inspection and/or audit by the State.
- c) *Audited Financial Statements.* If requested, Recipient shall provide the State with financial statements (audited, if available) for the most recent two accounting years.
- d) *Tax Record Retention and Production.* If requested, Recipient shall provide the State with any and all tax returns, employee or contractor tax documents and any other tax records for

the State's inspection and/or audit of the Recipient's use of Opioid Funds. Such tax returns, employee or contractor tax documents and other tax records include, but are not limited to, annual tax returns, payroll tax returns, quarterly unemployment tax filings, and other employee or contractor tax-related information.

3) ***Subcontracting and Assignments.*** To the extent that subcontracting, or assignments are authorized by a grant or other governing document, Recipient agrees that each of its reporting, auditing, invoicing, and certification requirements shall be expressly required of any such subcontractor or assignee.

4) ***Public Access to Audit Materials.*** While confidential business information (as defined by the State's Freedom of Information Act) shall remain entitled to protection and shall not be disclosed to members of the public by the State unless required by law or court order, Recipient and its approved subcontractors and assignees shall expect that invoices, reports, certifications, and any State-generated audit report regarding Recipient's performance may be made available to the public.

5) ***Customized Reporting Obligations.*** Recipient shall issue certified reports as required by the State regarding compliance with all terms and conditions applicable to any grant or other distribution. Such certified reports will allow for active transactional oversight by the State and shall be tailored to the specific obligations relevant to the transaction.

6) ***Non-Compliance is a Material Breach of Contract.*** Recipient acknowledges that any failure to comply with the terms and conditions listed herein shall constitute a material breach of the grant or other governing document.

7) ***Non-Waiver.*** The delay or failure by the State to exercise or enforce any of its rights under a grant or other governing document shall not constitute or be deemed a waiver of the State's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

8) ***Severability.*** If any term or provision included herein is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms, conditions or provisions hereof, but such term, condition, or provision shall be deemed modified to the extent necessary in the court's opinion to render such term, condition, or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the State as set forth herein.

9) ***No Third-Party Beneficiary Rights.*** This document and any related grant or other governing document is not intended to and shall not be construed to give any third party any

interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any grant or other transaction contemplated hereby.

**10) *Jurisdiction and Venue.*** Recipient irrevocably consents and submits to the exclusive jurisdiction of the State courts of the State of Delaware and waives any objection based on venue or *forum non conveniens* with respect to any action related to a grant or other transfer or Opioid Funds.

**11) *Governing Law.*** This document and any related grant or other governing document, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to same shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, including its statutes of limitations, without regard to its rules of conflict of law principles.

**12) *Return of Opioid Funds.*** In the event the Recipient is unable to use Opioid Funds in accordance with the grant or other governing document, Recipient shall notify the State and promptly return all unexpended Opioid Funds. No such event shall relieve the Recipient of any obligation related to expended Opioid Funds.

**13) *Warranty.*** Recipient hereby warrants that all services provided with the use of Opioid Funds will be performed in a good and workmanlike manner, technically sound and in conformance with all applicable federal, state and local statutes, codes, ordinances, resolutions and other regulations applicable to the services.

**14) *Indemnification.*** Recipient shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees), arising out of (a) the negligence or other wrongful conduct of the Recipient, its agents or employees, or (b) Recipient's breach of any material provision of these terms and conditions or the governing grant or other document that is not cured after notice and opportunity to cure.

**15) *Insurance.*** If requested by the State, Recipient must obtain at its own cost and expense, and keep in force and effect during the term of the grant or other award (including during the term of all extensions), an insurance policy with the minimum coverage limits (as may be specified by the State) and issued by a carrier satisfactory to the State. Any insurance policy required by the State shall contain a provision that requires the carrier to provide the State with written notice of cancellation in the event that such policy is cancelled prior to its original expiration date. Before any distribution of Opioid Funds, the certificate of insurance and/or complete copies of all required insurance policies, referencing the contract number stated herein, shall be provided to the State.

The certificate holder shall be listed as the “State of Delaware.” In no event shall the State be named as an additional insured on any policy required under these terms and conditions.

**16) *Limitation of Liability.*** Neither the State nor any officers, members, employees or attorneys of the foregoing, shall have any liability to Recipient or any other party for fees (including attorneys’ fees), expenses, suits, actions, claims or damages, whether direct or indirect, compensatory or punitive, actual or consequential, in or for actions, claims, causes of action or rights, including indemnification rights, arising out of or related in any way to a distribution or use of Opioid Funds.

**17) *Miscellaneous Provisions.***

- a) Notwithstanding anything to the contrary herein, no provision of these terms and conditions or any grant or other governing document shall constitute a waiver or limitation of any right held by the State that may exist under applicable statutory or common law.
- b) Notwithstanding anything to the contrary herein, to the extent available under applicable law, the State and their respective officers, members, employees and attorneys, expressly reserve all rights, claims, arguments, defenses and immunities, including, without limitation, claims or defenses based on sovereign immunity, qualified immunity and other statutory or common law rights, claims, defenses or immunities.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date above

X Ernest Congo, President  
\_\_\_\_\_  
**Awardee (Please Print)**

X DocuSigned by:  
Keith Warren  
694558FFC280486...  
\_\_\_\_\_  
**Keith Warren**  
**Lt. Governor Chief of Staff**

X DocuSigned by:  
Ernest Congo, President  
B71BA8C6DAF24B2...  
\_\_\_\_\_  
**Awardee (Signature)**

X DocuSigned by:  
Alexia Wolf  
EF3750FE8352469...  
\_\_\_\_\_  
**Alexia Wolf**  
**Behavioral Health Consortium Executive Director**

X DocuSigned by:  
Susan Holloway  
139296FD8CC24B3...  
\_\_\_\_\_  
**Susan Holloway**  
**POSDC Executive Director**

## POSDC Monitoring Data

### Appendix #1

*To Be Submitted Monthly*

For the Month Beginning xx-xx-2023

Item #	Prevention/Education/Awareness Efforts	Monthly Count
1	No. of children, infant to 5 years old, participating in prevention/education programming	0
2	No. children, elementary school age, participating in prevention/education programming	0
3	No. of children, middle school age, participating in prevention/education programming	0
4	No. of children, high school age, participating in prevention/education programming	0
5	No. adults from the general public participating in prevention/education programming	0
6	No. of pregnant and/or nursing women participating in prevention/education programming	0
7	No. of teachers participating in prevention/education programming	0
8	No. of health care professionals participating in prevention/education programming	0
9	No. of law enforcement officers participating in prevention/education programming	0
10	No. of court-related professionals participating in prevention/education programming	0
11	No. of key officials / policy makers participating in prevention/education programming	0
	<b>Section Total</b>	<b>0</b>
	<b>Efforts Directed Toward Pregnant / Nursing Women with Substance Use Disorders</b>	
12	No. of pregnant / nursing women completing some form of detox	0
13	No. of pregnant / nursing women tested for communicable diseases	0
14	No. of pregnant / nursing women testing positive for communicable diseases	0
15	No. of pregnant / nursing women connected to treatment for communicable diseases	0
16	No. of pregnant / nursing women connected to therapeutic counseling services	0
17	No. of pregnant / nursing women connected to MOUD	0
18	No. of pregnant / nursing women connected to professional mental health care	0
19	No. of pregnant / nursing women connected to peer supports	0
20	No. of pregnant / nursing women connected to housing	0
21	No. of pregnant / nursing women connected to childcare	0
22	No. of pregnant / nursing women connected to education or job training	0
23	No. of pregnant / nursing women connected to a job / employment	0



24 No. of babies with neonatal abstinence syndrome treated	0
<b>Section Total</b>	<b>0</b>
<b>Efforts Directed Toward Children with Substance Use Disorders</b>	
25 No. of children (up to age 18) completing some form of detox	0
26 No. of children (up to age 18) connected to therapeutic counseling services	0
27 No. of children (up to age 18) connected to MOUD	0
28 No. of children (up to age 18) connected to professional mental health care	0
29 No. of children (up to age 18) connected to peer supports	0
30 No. of children (up to age 18) tested for communicable diseases	0
31 No. of children (up to age 18) testing positive for communicable diseases	0
32 No. of children (up to age 18) connected to treatment for communicable diseases	0
<b>Section Total</b>	<b>0</b>
<b>Efforts Directed Toward Individuals with SUD who are Criminal Justice Involved</b>	
33 No. of individuals receiving SUD screening while incarcerated	0
34 No. of individuals completing some form of detox while incarcerated	0
35 No. of individuals tested for communicable diseases while incarcerated	0
36 No. of individuals testing positive for communicable diseases while incarcerated	0
37 No. of individuals connected to treatment for communicable diseases while incarcerated	0
38 No. of individuals provided SUD therapeutic counseling while incarcerated	0
39 No. of individuals provided Medication Assisted Treatment for SUD while incarcerated	0
40 No. of individuals provided professional mental health care while incarcerated	0
41 No. of individuals connected to peer supports while incarcerated	0
42 No. of individuals provided with education or job training while incarcerated	0
43 No. of individuals incarcerated provided with an SUD-specific release plan	0
44 No. of individuals diverted from incarceration to treatment	0
45 No. of individuals diverted from incarceration to housing	0
46 No. of individuals connected to SUD therapeutic counseling while on monitored release	0
47 No. of individuals connected to MOUD while on monitored release	0
48 No. of individuals enrolled into court approved SUD-related deferred adjudication	0
49 No. of individuals successfully completing the terms of SUD-related deferred adjudication	0
50 No. of drug court participants enrolled	0
51 No. of drug court participants graduated	0
<b>Section Total</b>	<b>0</b>
<b>Efforts Directed Toward Adults with SUD who are not incarcerated or pregnant/nursing</b>	

52 No. of adults completing some form of detox	0
53 No. of adults tested for communicable diseases	0
54 No. of adults testing positive for communicable diseases	0
55 No. of adults connected to treatment for communicable diseases	0
56 No. of adults connected to therapeutic counseling services	0
57 No. of adults connected to MOUD	0
58 No. of adults connected to professional mental health care	0
59 No. of adults connected to peer supports	0
60 No. of adults connected to housing	0
61 No. of adults connected to childcare	0
62 No. of adults connected to education or job training	0
63 No. of adults connected to a job / employment	0
<b>Section Total</b>	<b>0</b>
<b>Harm Reduction Efforts</b>	
64 No. of people engaged during harm prevention outreach efforts	0
65 No. of Naloxone kits distributed to at-risk individuals	0
66 No. of Fentanyl test kits distributed to at-risk individuals	0
67 No. of clean syringe exchanges conducted	0
68 Reported No. of overdoses reversed	0
<b>Section Total</b>	<b>0</b>
<b>Monthly Total</b>	<b>0</b>