

# Agenda Item Form

Agenda Date: 05/04/04

Districts Affected: All Districts

Dept. Head/Contact Information: Community & Human Development, Gabriela Martinez, 915-541-4278

## Type of Agenda Item:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Resolution                       | <input type="checkbox"/> Staffing Table Changes              | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds                         | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer                     | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection            | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |  |  |

## Funding Source:

- General Fund  
 Grant (duration of funds: 17 Months)  
 Other Source: \_\_\_\_\_

## Legal:

- Legal Review Required      Attorney Assigned (please scroll down): Lee Ann Koehler       Approved       Denied

Timeline Priority:  High       Medium       Low      # of days: \_\_\_\_\_

## Why is this item necessary:

This is a Resolution to authorize the Mayor to sign a Contract by and between the City and Centro San Vicente in the amount of \$90,000.00, in connection with Project FOCUS. Centro San Vicente will provide screening, assesment and treatment for seniors ages 65 and over in need of mental health services. Moreover, they will provide Wellness Services, including case management and referrals, for seniors not currently exhibiting mental health problems, but who remain at high risk for depression and other mental health problems due to isolation. Project FOCUS is the grant awarded to the City by the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant and it is administered by the Department of Community & Human Development.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

100% of contract costs are included in grant budget. No City match required.

## Statutory or Citizen Concerns:

No concerns anticipated.

## Departmental Concerns:

None.

2004 APR 28 PM 10 09  
CITY CLERK DEPARTMENT

**RESOLUTION**

That the Mayor be authorized to sign a Contract by and between the City and Centro San Vicente in the amount of \$90,000.00, in connection with the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant administered by the Department of Community and Human Development.

ADOPTED this 4<sup>th</sup> day of May, 2004.

THE CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

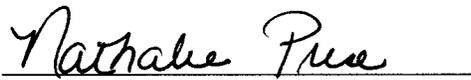
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lee Ann B. Koehler  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Nathalie Prise, Interim Director  
Community and Human Development

## CONTRACT

STATE OF TEXAS            )  
   )  
 COUNTY OF EL PASO        )

### KNOW ALL MEN BY THESE PRESENTS

This Contract is entered into by and between THE CITY OF EL PASO, a home-rule municipal corporation of El Paso County, Texas, hereinafter referred to as "CITY", and CENTRO SAN VICENTE, hereinafter referred to as "CONTRACTOR". This Contract shall be effective from May 1, 2004, and it shall terminate on September 30, 2004, unless terminated sooner as provided herein.

**WHEREAS**, a grant has been awarded to the CITY through the Substance Abuse and Mental Health Services Administration, under the U.S. Department of Health and Human Services, hereinafter referred to as "SAMHSA";

**WHEREAS**, one of the national objectives for the use of SAMHSA funds is to address older adult mental health services;

**WHEREAS**, this is an award of federal assistance to CITY, and CONTRACTOR is considered to be a subrecipient of federal financial assistance subject to all federal regulations governing SAMHSA funds as further discussed herein;

**WHEREAS**, the SAMHSA Program is to be administered by the CITY in accordance with the City Council adoption and SAMHSA approval of the SAMHSA Program Budget and in fulfilling the above national objective, the City Council has authorized the Mayor to execute a Contract with CONTRACTOR under which CITY shall provide SAMHSA funds to CONTRACTOR in connection with CONTRACTOR'S services to be provided for the SAMHSA Focus on Mental Health Needs of the Homebound Project, as further described herein, and hereinafter referred to as "Project."

**NOW, THEREFORE**, the CITY and CONTRACTOR, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

### I. TERM AND CONDITIONS

#### **Section A.    Scope of Services**

1. Contractor will employ and devote qualified staff (including Spanish/English bilingual staff) and other resources to carry out its responsibilities under the Project, including screening

potential participants, assessing whether potential participants are eligible for Centro San Vicente and providing the full range of services to a maximum of 25 Project participants, including specialized mental health services.

2. Contractor shall perform prevention activities for Project Participants who are referred from Project Partners LULAC Project Amistad, El Paso Community MHMR Center, and the El Paso City-County Homebound Nutrition Program.
3. Contractor shall provide Wellness/Prevention Services, which would include, but not be limited to, service coordination and case management for approximately 50 Project Participants.
4. Contractor will collaborate with Project Developer to design, implement, evaluate and improve Wellness/Prevention Services for Project Participants.
5. Contractor will appoint representatives to serve on the Executive Committee and the Coordinating Council for the Project.
6. Contractor will collect, maintain and furnish data on participants, services and outcomes needed to carry out the Project's Evaluation Plan in compliance with standards for confidentiality and SAMHSA Participant Protection.
7. Contractor shall comply with the Additional Requirements Related to Confidential Data and Information, attached hereto and incorporated herein for all purposes as Attachment 1A, related to Contractor's performance of services hereunder and the collection of data in relation to the services provided by Contractor.
8. Contractor shall provide training for staff, including physicians and clinicians, on the Project's screening/assessment protocols and on mental health, aging, and cultural issues.
9. Contractor shall participate in cross-training of staff of the El Paso Community MHMR Center, LULAC Project Amistad, El Paso City-County Nutrition Program and other Project Partners regarding the system's intervention activities and expectations.
10. Contractor will employ systems for staff performance evaluation and for quality-management to evaluate Contractor's performance and Project outcomes. Involve participants and their families in the evaluation process, and provide feedback to the City and the Executive Committee and/or the Coordinating Council for the Project.

The CONTRACTOR shall maintain records to prove compliance and performance with the above-mentioned Scope of Services. The City's Community and Human Development Department shall make a determination as to whether or not the services provided, as stipulated above, are being satisfactorily provided by the CONTRACTOR. All required reports shall be submitted to the CITY by the 10<sup>th</sup> day of each month, or a reasonable time thereafter if the Director determines that an extension is warranted. After verification and review by the CITY, CONTRACTOR shall be paid for services provided, in accordance with this Contract. Failure to provide this information by the due date may be treated by the CITY as a breach of this Contract.

**Section B. Compensation, Reporting, and Program Income**

1. CONTRACTOR shall perform its services within the monetary limits contained in Attachment 1B, entitled "Project Budget", attached hereto and incorporated by reference herein for all purposes. In no event shall compensation to the CONTRACTOR exceed the lesser of CONTRACTOR'S costs attributable to the work performed, or the monetary limits described in the Project Budget (Attachment 1B), attached hereto and incorporated by reference herein, in the total amount of \$90,000.00. The CITY will not pay for expenses or services which are or will be reimbursed by another funding source or for services which are not performed by the CONTRACTOR. However, CONTRACTOR may make transfers of funds between or among budget categories as contained in Attachment 1B, without requiring CITY'S prior written approval, provided that:

a. The cumulative dollar amount of all transfers among existing categories is equal to or less than ten percent (10%) of the total amount of this Contract;

b. The transfer will not change the Scope of Services or the objective of the Project under this Contract; and

c. CONTRACTOR submits a Budget Revision Report to CITY, Attachment 2D, hereto, simultaneously with the submission of CONTRACTOR'S Reimbursement Request Report, Attachment 2A, hereto. Budget revisions must contain a complete explanation and justification of changes made, and amounts greater than 10% are subject to the approval of the Director of Community and Human Development, hereinafter referred to as "Director".

d. Larger budget revisions may be allowed at the discretion of the Director if deemed necessary.

The CITY will, at least quarterly, review the status of the CONTRACTOR'S performance under this Contract. Upon determination that unexpended funds are present, the Contract budget may be adjusted to remove such amounts at the discretion of the Director.

2. The CITY agrees to reimburse the CONTRACTOR on a monthly basis for the costs of service provided pursuant to this Contract. Reimbursements will follow submission of a Reimbursement Request Report by the CONTRACTOR. Only those costs which are allowable under the terms of this Contract and the approved Budget shall be reimbursed. Budget line items (Attachment 1B) represent the maximum amount which may be billed under each line item. A lesser amount may be billed.

All Reimbursement Request Reports submitted by the CONTRACTOR must be supported by valid invoices or other supporting documentation of financial liability in the CONTRACTOR'S files or other documentation acceptable to the CITY. All line items reported and requested for reimbursement on Attachment 2A must reconcile with the corresponding line item in the CONTRACTOR'S general ledger accounts, on a current basis, and with year to date balances. Accounting records required to be maintained in the CONTRACTOR'S files in relation to Reimbursement Request Reports under this Contract include, but are not limited to:

- a. Detailed General Ledger;
- b. Balance Sheet (both monthly and year to date)
- c. Income Statement; and
- d. Payroll Check Register, as applicable.

The following documents may be required to be submitted on a semiannual basis to the City Comptroller's Department if the CONTRACTOR does not expend over \$300,000 in Federal funds during the course of this Contract. If the CONTRACTOR expends over \$300,000 in Federal funds, the audit requirement under Section I.E of this Contract will supersede the semiannual report.

- e. A combined income statement reporting all resources and uses of funds, and an income statement.
- f. A Detailed General Ledger for the period. Individual general ledger transactions must be in agreement with line item amounts requested for payment during the period.

3. CONTRACTOR shall provide the CITY the following verified monthly reports:

- Attachment 2A: Reimbursement Request Report - An accurate financial account of the use of the funds requested for reimbursement under this Contract;
- Attachment 2B: Activity Report – An accounting of the number of screenings reviewed, assessments and results by category, determination of group assignment, referrals, treatment plans developed, service rendered (by type), and outcome measures;
- Attachment 2C: Employee Monthly Time Report - An accounting of the hours worked by personnel being paid with the funds provided in this Contract;
- Attachment 2D: Budget Revision Report - A request for alteration of budget line items; (This report should only be submitted when a transfer is requested.)

Additional informative materials may be attached by the CONTRACTOR.

4. CONTRACTOR further understands that any payment or contribution by beneficiaries for services supported or subsidized by this Contract shall be used for payment of operating costs of the Project. Revenue remaining after payment of all Project expenses shall be considered Program Income subject to all requirements of this Contract and 45 CFR 74.24 or 45 CFR 92.25, as applicable.

The CITY shall be entitled to pro rata share of Program Income generated proportionate to the contribution of SAMHSA funds to the CONTRACTOR'S overall budget.

Program Income shall only be used by CONTRACTOR to provide payment for eligible Project expenses for services in accordance with this Contract, unless otherwise instructed in writing by the CITY. The CITY'S share of Program Income shall be reported as it is generated and shall be shown on the monthly Reimbursement Request Report as a deduction from the CONTRACTOR'S reimbursable expenses for the month.

### **Section C. Suspension or Termination**

1. The CITY may suspend or terminate this Contract should CONTRACTOR materially fail to comply with the terms of this Contract. The CITY shall give the CONTRACTOR ten (10) days' written notice of the suspension or termination with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. CONTRACTOR shall invoice CITY for all services completed and

shall be compensated in accordance with the terms of this Contract for services performed prior to the date specified in such notice.

The CITY and CONTRACTOR may also terminate this Contract for convenience.

2. If CONTRACTOR breaches any term or condition of this Contract, or if any change of circumstances renders it unlikely that the CONTRACTOR will perform the services required hereunder, the CITY may take one or more of the following actions:

- a. Withhold further cash payments, either pending corrective action by the CONTRACTOR, or permanently, if there is inadequate or no corrective action by the CONTRACTOR;
- b. Disallow costs for all or part of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate this Contract;
- d. Withhold further Contracts to the CONTRACTOR;
- e. Pursue any other remedies that are available at law or equity.

**Section D.**                    **Reversion of Assets**

Upon the expiration or termination of this Contract, the CONTRACTOR shall promptly transfer to the CITY (1) the share of unexpended Program Income generated during the term of the Contract proportionate to the contribution of SAMHSA funds to the CONTRACTOR'S overall budget; (2) any claims against third parties based upon SAMHSA funds; and (3) any funds which CITY determines have not been expended in accordance with the terms of this Contract. Such refund shall be made by CONTRACTOR to CITY within ten (10) working days after such refund is requested by CITY.

**Section E.**                    **Form, Access to and Retention of Records**

1. CONTRACTOR shall prepare and maintain proper files, books, and records in accordance with all applicable Health and Human Services Department requirements; SAMHSA Grant requirements, including OMB Circulars A-87, A-110, A-122, and A-133, as applicable; Title 45 CFR Part 74; Title 45 CFR Part 92 and Title 42 CFR Part 2, as they pertain to costs incurred, audits, program income, grant administration, confidentiality of patient records, activities and functions, and all of the relevant matters contained in said regulations and publications. Furthermore, CONTRACTOR shall comply with the Additional Requirements Related to Confidential Data and Information, Attachment 1A, with regard to the form, access and retention of all records under the Project. These records shall be maintained for a period of four (4) years after the termination or expiration of this Contract, unless agreed to otherwise.

2. The CITY, SAMHSA and/or their designees shall have a right of access to make copies of and a right to audit all of the CONTRACTOR'S files, books and records which are deemed pertinent to the performance of this Contract, as determined solely in the reasonable exercise of the CITY'S, SAMHSA'S and/or their designee's discretion. This right to access and audit shall continue for four (4) years after termination of this Contract. The CITY, SAMHSA and/or their designees may request the copying, mailing and/or electronic transmission of records.

CONTRACTOR agrees that at all times prior to and after termination of this Contract, all papers, books, files, correspondence and records relative to the performance of services under this Contract are owned by and are the sole property of the City. The CONTRACTOR will hold and possess the papers, books, files, correspondence and records as the property of the City and shall relinquish them to the City upon its request during the term of this Contract and at any time during the four (4) years immediately following the term of this Contract. CONTRACTOR will not be required to relinquish those documents which are deemed confidential by Federal, State or local law.

3. CONTRACTOR shall conduct, through an independent auditor acceptable to the CITY, a single audit of its activities hereunder when CONTRACTOR expends \$300,000 or more in a year in Federal awards, in compliance with OMB Circular A-133. CONTRACTOR'S auditor shall prepare a "Certificate of Audit" to be provided to the CITY. This form will be provided to CONTRACTOR upon CONTRACTOR'S request. Such Certificate of Audit, along with management letter and Contractor's responses thereto, must be submitted within six months after the end of the CONTRACTOR'S fiscal year. Failure of CONTRACTOR to provide the required Certificate of Audit to the City within the time period required herein shall constitute a breach of this Contract and cause for termination of this Contract by City Council.

4. If CONTRACTOR expends less than \$300,000 in a year in Federal awards, no audit of CONTRACTOR'S activities hereunder shall be required by the CITY, and the funds received under this Contract shall not be utilized for this purpose.

**Section F.**                    **Monitoring**

1. CITY reserves the right on its behalf, and on behalf of SAMHSA, to perform, or have their designees perform, a periodic on-site or desk audit monitoring of CONTRACTOR'S compliance with the provisions of this Contract. The monitoring shall be conducted in a reasonable time, place and manner by the CITY. The CONTRACTOR shall provide the

assistance and information needed by the CITY in monitoring and evaluating the performance of the above mentioned areas of accountability. It is understood that the CITY, or its designee, will perform periodic fiscal and programmatic monitoring reviews, including a review of the audit conducted by the CONTRACTOR. The CITY, SAMHSA, and/or their designees may request the copying, mailing, and/or electronic transmission of CONTRACTOR'S records in connection with an on-site or desk audit monitoring.

2. Monitoring reviews will include a written report to the CONTRACTOR documenting findings and concerns that will require a written response to the CITY. An acceptable response must be received by the CITY within 30 days from the CONTRACTOR'S receipt of the monitoring report or audit review letter, or otherwise future payments will be withheld under this Contract.

3. Failure of the CONTRACTOR to take all actions necessary to resolve and close monitoring or audit findings within 60 days of receipt of the monitoring report or audit review letter shall be considered a breach of this Contract and cause for termination of this Contract by City Council. If the Contract is terminated under these circumstances, it will be considered terminated for cause due to CONTRACTOR's non-compliance. Such termination will not be considered appealable.

The Director shall have the discretion to extend the 60-day period for reasons the Director may judge to be extenuating circumstances.

#### **Section G. Compliance with Laws**

1. CONTRACTOR understands that it will be reimbursed under this Contract with SAMHSA funds and agrees to comply with all applicable local, State, and Federal Laws, and all other regulations and Grant Policy Requirements of the Department of Health and Human Services, SAMHSA and other federal agencies, including but not limited to: 45 CFR Part 74, 45 CFR Part 92, 45 CFR Part 160 and 164, 42 CFR Part 2, OMB Circulars A-87, A-110, A-122, and A-133, as applicable.

2. CONTRACTOR understands and agrees that:

- a. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant,

the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in Addendum A, attached hereto and made a part hereof, that the person has not made, and will not make, any payment prohibited by subparagraph (a) of this Section.

c. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a disclosure form, set forth in Addendum A, attached hereto and made a part hereof, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (a) of this section if paid for with appropriated funds.

## **II. ADDITIONAL CONTRACTOR OBLIGATIONS**

### **Section A. Indemnification and Insurance**

1. THE CITY SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE CONTRACTOR INCURRED IN THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR, AND/OR ITS INSURER, EXPRESSLY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITIES AND OBLIGATIONS ARISING OUT OF THE CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT, INCURRED DUE TO CONTRACTOR'S NEGLIGENCE, ANY OF CONTRACTOR'S NEGLIGENT ACTS, OR ANY OMISSION TO ACT, ANY BREACH OF CONTRACT, OR ANY ACTIONS OF THE CONTRACTOR OUTSIDE THE SCOPE OF THIS CONTRACT ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THIS INDEMNITY SHALL COVER ATTORNEY'S FEES, COURT COSTS, WITNESS EXPENSES, AND ALL OTHER RELATED COSTS, INCLUDING AWARDS AND SETTLEMENTS AND ANY INTEREST THEREON.

2. CONTRACTOR agrees to maintain for the life of this Contract, liability insurance in the minimum amounts of \$250,000.00 for each person and \$500,000.00 for each single occurrence covering bodily injury or death and \$100,000.00 for each single occurrence of

damage to or destruction of property. Such insurance shall name the CITY as an additional insured with regard to all suits, actions, demands, claims and liabilities arising out of, occasioned by or relating to this Contract or the activities carried out hereunder. It shall also contain a provision that it may not be canceled or lapse without 30-day's prior written notice to CITY. CONTRACTOR shall produce a copy of its liability insurance policy, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage limits, and terms and provisions shown thereon, incorporating the above requirements, to CITY within 30 days of the signing of this Contract.

a. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE DIRECTOR, AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.

b. The CITY reserves the right to review the insurance requirements of this section during the effective term of this Contract and to adjust insurance coverages and their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or the claims history of the industry, if applicable, as well as the claims history of the CONTRACTOR.

c. CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties thereto or the underwriter of any such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. CONTRACTOR remains responsible for procuring any other types of insurance not listed above, but required by law, necessary for performing its duties.

3. Notwithstanding any suspension or termination hereof, CONTRACTOR shall not be relieved of any liability to CITY for damages or indemnification due to CITY by virtue of breach of this Contract by CONTRACTOR or by virtue of this Section. CITY may withhold payments to CONTRACTOR until such time as the exact amount of damages due to the CITY from CONTRACTOR is agreed upon or is otherwise determined.

**Section B.**                    **Independent Contractor**

CITY and CONTRACTOR understand that CONTRACTOR is an independent contractor and that no term or provision hereof or act of CONTRACTOR in performance of this Contract shall be construed as making CONTRACTOR an agent or employee of the CITY. All officers and employees of CONTRACTOR shall be solely responsible to CONTRACTOR, and the CITY shall not have any authority, responsibility, or liability with respect thereto.

**Section C.**                    **Authority to Contract**

CONTRACTOR represents and warrants that the person executing this Contract and all documents related hereto has the authority to commit the CONTRACTOR to the obligations, financial and otherwise, required by this Contract.

**Section D.**                    **Discrimination Prohibited**

1. No person in the United States shall, on the grounds of race, creed, color, national origin (including immigration status where an alien holds proper work authorization), sex, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to segregation or discrimination in any way, shape or form in employment or under projects or activities funded in whole or in part with funds made available to the CONTRACTOR pursuant to this Contract. Furthermore, CONTRACTOR shall comply with all the equal opportunity is attached to this Contract and incorporated by reference as Addendum B.

2. CONTRACTOR must file the Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons. Failure to do so in any manner which impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder, shall constitute a breach of this Contract.

**Section E.**                    **Conflict of Interest**

CONTRACTOR covenants that during the term of this Contract, CONTRACTOR, its associates, officers and employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Contract and that none of its paid personnel shall be employees of the CITY or have any Contractual relationship with the CITY.

**Section F.**                    **Hatch Act**

Neither the funds advanced pursuant to this Contract, nor any personnel which may be employed by the CONTRACTOR with funds advanced pursuant to this Contract shall be in any way or to any extent engaged in any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.

**Section G.**                    **Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no Resident Commissioners, shall be entitled to any share or part of this Contract between CITY and CONTRACTOR or to any benefits arising therefrom.

**Section H. Political and Lobbying Activities Prohibited**

1. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying, and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, or the City Council of the City of El Paso.

2. Employees of CONTRACTOR connected with any activity that is financed in whole or in part by funds provided to CONTRACTOR under this Contract may not during the term of this Contract:

- a. use their official position or influence to affect the outcome of an election or nomination;
- b. solicit contributions for political purposes; or
- c. take an active part in political management or in political campaigns.

3. CONTRACTOR hereby agrees to sign the Certification Regarding Lobbying, attached hereto and made a part of this Contract as Addendum A, and if necessary, the Disclosure of Lobbying Activities, attached hereto and made a part of the Certification Regarding Lobbying as Addendum A, and return said signed Certification and, if necessary, the completed Disclosure of Lobbying Activities, to CITY. CONTRACTOR shall require the language of the Certification and Disclosure be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

**Section I. Assignment**

CONTRACTOR may not assign or otherwise transfer this Contract either as to obligations or benefit without the prior written consent of the CITY.

**Section J. Required Documentation**

CONTRACTOR hereby agrees to provide any and all documentation necessary to fulfill any and all grants (federal, state, or local) requirements pertaining hereto.

**Section K. Warranty**

CONTRACTOR represents that the information furnished to the CITY, upon which CITY relied to make this grant, is correct and true.

**Section L. Liability**

CONTRACTOR shall be liable to the CITY for the full amount of any funds received pursuant to the terms of this Contract which CONTRACTOR knowingly accepts or disburses in violation of the terms and conditions herein.

**Section M. Acknowledgment in Printed Materials**

CONTRACTOR is encouraged to acknowledge the CITY for its support of the provision of services under this Contract in all appropriate printed materials. However, the CITY reserves the right to approve, in whole or in part, the form of such acknowledgments which CONTRACTOR proposes to include in any printed materials.

**Section N. Copyrights and Patents**

1. If this Contract results in a book or other copyrightable material, the CITY'S approval must be obtained to copyright the work. Additionally, the CITY reserves a royalty fee along with a nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

2. Any discovery or invention arising out of or developed in the course of the services aided by this Contract shall be promptly and fully reported to the CITY for a determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

**III. GENERAL PROVISIONS****Section A. Venue**

This Contract is entered into in the City and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.

**Section B. Waiver**

Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.

**Section C. Severability**

All agreements, covenants or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Contract shall be interpreted as though such invalid agreement, covenant or provision was not contained herein.

**Section D. Captions**

The captions of various sections of the Contract are for convenience of reference only, and shall not alter the terms and conditions of this Contract.

**Section E.**            **Notices**

All notices, communications and reports under this Contract shall be either hand delivered or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is notified in writing:

CITY:                    City of El Paso  
                               Department of Community and Human Development  
                               Attention: Social Services Department  
                               2 Civic Center Plaza, 8<sup>th</sup> Floor  
                               El Paso, Texas 79901-1196

CONTRACTOR:        Centro San Vicente  
                               Attention: John Romero, Executive Director  
                               8610 Alameda Avenue  
                               El Paso, Texas 79915

**Section F.**            **Entire Contract**

This Contract reflects the final, complete and exclusive understandings of the parties hereto, and may not be waived, altered or modified except by written agreement of both parties.

APPROVED this 4<sup>th</sup> day of May 2004.

THE CITY OF EL PASO

\_\_\_\_\_  
 Joe Wardy  
 Mayor

ATTEST:

\_\_\_\_\_  
 Richarda Duffy Momsen, City Clerk

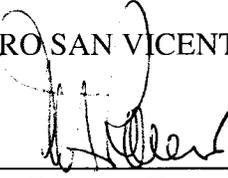
APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 Lee Ann B. Koehler  
 Assistant City Attorney

APPROVED AS TO CONTENT:

  
 \_\_\_\_\_  
 Nathalie Prise, Interim Director  
 Community and Human Development

CONTRACTOR: CENTRO SAN VICENTE

By:   
John Romero, Executive Director

*(The foregoing representative of CONTRACTOR expressly represents that execution of this Contract has been lawfully authorized by the CONTRACTOR.)*

## ATTACHMENT 1A

### ADDITIONAL REQUIREMENTS RELATED TO CONFIDENTIAL DATA AND INFORMATION

**1. Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

- a. **Contract** shall refer to the May 1, 2004 Contract between the City and Business Associate.
  - b. **Business Associate** means Centro San Vicente
  - c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164.
  - d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined 45 C.F.R. 164.501.
  - e. **Information** shall mean any “health information” provided and/or made available by the City to Business Associate, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.
  - f. **Parties** shall mean Business Associate and the City.
  - g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.
- 2.** This document shall be attached to the Contract and incorporated and referenced for all purposes to the Contract as Attachment 1A. Business Associate acknowledges and agrees to the terms and provisions related to the collection, use and disposition of certain Information by signature to the Contract incorporating this these requirements.
- 3. Limits On Use And Disclosure Established by Terms of Contract.** Business Associate hereby agrees that is shall be prohibited from using or disclosing the Information provided or made available by the City for any other purpose other than as expressly permitted or required by the Contract (ref. 164.504(e)(2)(i).)
- 4. Stated Purposes For Which Business Associate May Use Or Disclose Information.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose Information provided or made available from City for the following stated purposes:
- In accordance with and as provided in the Contract between City and Business Associate in furtherance of and in accordance with the SAMHSA Project.**
- 5. Use of Information For Management, Administrative and Legal Responsibilities.** Business Associate is permitted to use Information if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate. (ref. 164.504(e)(4)(i)(A-B)).

6. **Disclosure of Information For Management, Administration and Legal Responsibilities.** Business Associate is permitted to disclose Information received from City for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided:

- a. The disclosure is required by law; or
- b. The Business Associate obtains reasonable assurances from the person to whom the Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the Information, and the person immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the Information has been breached. (ref. 164.504(e)(4)(ii)).

7. **Business Associate OBLIGATIONS:**

- a. **Limits on Use and Further Disclosure Established by Contract and Law.** Business Associate hereby agrees that the Information provided or made available by the City shall not be further used or disclosed other than as permitted or required by the Contract or as required by law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
- b. **Appropriate Safeguards.** Business Associate will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by the Contract. (ref. 164.504(e)(2)(ii)(B)).
- c. **Reports of Improper Use or Disclosure.** Business Associate hereby agrees that it shall report to City **within two (2) days of discovery** any use or disclosure if Information not provided for or allowed by the Contract. (ref. 164.504(e)(2)(ii)(C)).
- d. **Subcontractors And Agents.** Business Associate hereby agrees that anytime Information is provided or made available to any subcontractors or agents, Business Associate must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in the Contract. (ref. 164.504(e)(2)(ii)(D)).
- e. **Right Of Access To Information.** Business Associate hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with Business Associate where appropriate. (ref. 164.504(e)(2)(ii)(E)).
- f. **Amendment And Incorporation Of Amendments.** Business Associate agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- g. **Provide Accounting.** Business Associate agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with Business Associate where appropriate. (ref. 164.504(e)(2)(ii)(G)).
- h. **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by Business Associate on behalf

of the City, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 164.504(e)(2)(ii)(H)).

- i. Return Or Destruction Of Information.** At the termination of this Contract, Business Associate hereby agrees to return or destroy all Information received from, or created or received by Business Associate on behalf of the City. Business Associate agrees not to retain any copies of the Information after termination of the Contract. If return or destruction of the Information is not feasible, Business Associate agrees to extend the protections of this Contract for as long as necessary to protect the Information and to limit any further use or disclosure. If Business Associate elects to destroy the Information, it shall certify to the City that the Information has been destroyed. (ref. 164.504(e)(2)(ii)(I)).
- j. Mitigation Procedures.** Business Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Contract or the HHS Privacy Regulations. (ref. 164.530(f)).
- k. Sanction Procedures.** Business Associate agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or the HHS Privacy Regulations. (ref. 164.530(e)(1)).

**PROJECT BUDGET REQUEST  
ATTACHMENT 1B**

AGENCY NAME: Centro San Vicente

PROJECT TITLE: Project FOCUS

<b>COST COMPONENT</b>	<b>FUNDING REQUEST</b>
Salaries	\$46,215.00
Fringe Benefits	\$10,245.00
Mileage	\$1,440.00
Professional Services/Consultants	\$21,600.00
Rent	
Telephone	
Utilities/Occupancy Expenditures	
Insurance	
Postage/Shipping	
Rental/Maintenance of Equipment	
Travel-Long Distance	
Local Conference/Meetings/Conventions	\$6,000.00
Printing/Publications	
Office Supplies	\$1,500.00
Equipment	
Other: Educational Supplies	\$3,000.00
<b>TOTAL OPERATING BUDGET</b>	<b>\$90,000.00</b>



## ATTACHMENT 2B: ACTIVITY REPORT

**Agency Name:** Centro San Vicente

**Program:** Project FOCUS

**Preparer's Name:**

**Phone Number:**

**Period of Service:**

**Contract Yr:** 2004

**Summary of Monthly Activities:**

Activity Description	This Month	Preparer's Comments
<b>Referrals Received</b>		
# From the Nutrition Program		
# From LULAC Project Amistad		
# From the MHMR Center		
<b>Eligible CSV Clients Screened for MH</b>		
# Screened Positive for MH Problems		
# Screened Negative for MH Problems		
<b>Assessed for MH Problems</b>		
# Assessed Positive for MH Problems		
# Assessed Negative for MH Problems		
<b>MH Treatment Services</b>		
# Enrolled in MH Services		
# Declining MH Services		
<b>Wellness Services</b>		
# Assessed for Wellness Services		
# Enrolled in Wellness Services		
# Declined Wellness Services		
<b># Referred to Other Agencies</b>		

**Description of Monthly Activities:**

**Summary of Monthly Training Activities:**

Date	Trainer	Topic(s)	# Hours	Names of Staff Who Attended

**Description of Training Activities This Month:**

**Please describe the successes the agency has had during the implementation of Project FOCUS during this month.**

**Please describe any obstacles the agency has encountered this month during the implementation of Project FOCUS.**

**Please describe any suggestions/recommendations your agency has to improve/ facilitate the implementation of Project FOCUS based on this month's events and activities.**

**Please describe any suggestions/recommendations your agency has to improve/ facilitate the delivery of services provided by Project FOCUS based on this month's events and activities.**





## ADDENDUM A

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Executive Director  
TITLE

\_\_\_\_\_  
Centro San Vicente  
AGENCY NAME

## ADDENDUM B

(Taken from) §130.15 Equal Opportunity Clause.

- (a) *Government contracts.* Except as otherwise provided, the following equal opportunity clause contained in section 202 of the Order shall be included in each Government contract entered into by the Department (and modification thereof if not included in the original contract):

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, 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, 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 by the contracting officer setting forth the provisions of the 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, or national origin.
  - (3) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (4) 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.
  - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of the contract or with any of such 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 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.
  - (7) The contractor will include the provisions of paragraphs (1) through (7) 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 Department may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (sic) (c) *Subcontracts.* Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (d) *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in Government bills of lading, transportation requests, contracts for deposit of Government funds, contracts for issuing and paying U.S. savings bonds and notes, contracts and subcontracts less than \$50,000 and such other contracts as the Director may designate.
- (e) *Incorporation by operation of the order and departmental regulations.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order, the "rules and regulations" and these regulations to include such a clause whether or not it is physically incorporated in such contracts. The clause is applicable to every nonexempt contract where there is no written contract between the Department and the contractor.
- (f) *Adaptation of language.* Such necessary changes in language may be made in the equal opportunity clauses as shall be appropriate to identify properly the parties and their undertakings.