KD/vv
04/16/15
Item #15

AN ORDINANCE 2015-04-16-0312

APPROVING THE SUBMISSION OF GRANT APPLICATIONS TO THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION FOR THE BEXAR CARES PROGRAM AND ACCEPTANCE UPON AWARD OF AMOUNTS UP TO $998,061.00 FOR THE PERIOD SEPTEMBER 30, 2014 THROUGH SEPTEMBER 29, 2015 AND $995,868.00 FOR THE PERIOD SEPTEMBER 30, 2015 THROUGH SEPTEMBER 29, 2016; AUTHORIZING BUDGETS, INCLUDING IN-KIND MATCHES UP TO $332,687.00 FOR THE GRANT YEAR 2014-2015 AND UP TO $331,956.00 FOR THE GRANT YEAR 2015-2016, AND A PERSONNEL COMPLEMENT; AUTHORIZING SERVICE PROVIDER CONTRACTS WITH THE CENTER FOR HEALTH CARE SERVICES IN AMOUNTS UP TO $906,364.00 FOR GY 15 AND $903,173.00 FOR GY 16; AND ASSOCIATED AMENDMENTS.

* * * * *

WHEREAS, in March 2014, the U.S. Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), provided communities with a grant opportunity for programs related to the Administration's Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances objectives; and

WHEREAS, since 2006, the Center for Health Care Services (CHCS) has operated the Bexar CARES Program in conjunction with child welfare, juvenile justice, education and mental health providers to integrate resources and better address the comprehensive needs of children and youth with serious emotional disturbance; and

WHEREAS, on November 30, 2014, the Department of Human Services was awarded a grant for one year by SAMHSA for the Bexar CARES Program and seeks to apply for a second year; and

WHEREAS, this grant award will increase access to high quality, comprehensive mental health services and further improve behavioral health outcomes for low-income children and their families; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Ratification of the submission of an application in the amount of $998,061.00 for the budget period September 30, 2014 to September 29, 2015 (GY 15), and the submission of a refunding application in the amount of $995.868.00 for the budget period September 30, 2015 to September 29, 2016 (GY 16), to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) for the Bexar CARES Program is hereby approved. Copies of the applications are on file with the Department of Human Services (DHS).

SECTION 2. The City Manager or her designee, or the Director of DHS or her designee, is authorized (1) to accept grant awards from SAMHSA in amounts up to $998,061.00 for GY 15

and $995.868.00 for GY 16; (2) to execute any and all necessary documents to effectuate the grant applications and acceptance of funds; (3) to negotiate and execute contracts with Center for Health Care Services in amounts up to $906,364.00 for GY 15 and $903,173.00 for GY 16; a copy of the contract for both grant years in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**; and (4) to negotiate and execute contract amendments related to (a) SAMHSA-approved carry-over funds, (b) budget revisions so long as the total contract amounts do not exceed the grant awards, (c) modifications to CHCS responsibilities so long as the terms stay within the general parameters of the intent of the grant, and (d) to incorporate any revised SAMHSA standards or requirements.

SECTION 3. So long as City's portion of the required match is available in City's budget, acceptance of additional awards if awarded, and any and all actions necessary to effectuate the acceptance of funds, amendment of contracts, and provision of the City's match, is hereby authorized for GY 15 and GY 16.

SECTION 4. Proposed budgets for each grant period, including in-kind matching budgets of up to $332,687.00 for GY 15 and $331,956.00 for GY 16, are attached hereto and incorporated herein for all purposes as **Attachment II** and **Attachment III** and approved. Formal final budgets, which will include new fund and internal order numbers, will be provided upon the awards.

SECTION 5. The annual personnel complement of one (1) grant-funded position, attached hereto and incorporated herein for all purposes as **Attachment IV**, is hereby approved.

SECTION 6. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 7. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 16th day of April, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**15 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19, 21, 22)**
Date:	04/16/2015
Time:	10:54:33 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving the submission of grant applications to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration for the Bexar Cares Program and acceptance upon award of amounts up to $998,061.00 for the period September 30, 2014 through September 29, 2015 and $995,868.00 for the period September 30, 2015 through September 29, 2016; authorizing budgets, including in-kind matches up to $332,687.00 for the 2014-2015 Grant Year and up to $331,956.00 for 2015-2016 Grant Year, and a personnel complement; authorizing service provider contracts with the Center for Health Care Services in amounts up to $906,364.00 for the 2014-2015 Grant Year and $903,173.00 for the 2015-2016 Grant Year; and associated amendments [Gloria Hurtado, Assistant City Manager; Melody Woosley, Director, Human Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1	x					
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

[For Grant Year 2015-2016, the terms herein shall be updated according to the grant award; modifications to Contractor responsibilities, including the Scope of Work, may also occur so long as the terms are reasonably within the paramenters set forth in this GY 2014-2015 contract and the intent of the grant.]

Contract #

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND THE CENTER FOR HEALTH CARE SERVICES

This Contract ("Contract") is entered into by and between the City of San Antonio ("City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services ("DHS") pursuant to Ordinance No. _____, dated _____, and Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services, a political subdivision of the State of Texas, acting by and through its duly authorized representative (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, both parties to this Contract are political subdivisions of the State of Texas, and desire to enter into this Contract in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, City and Contractor have come to an agreement regarding mutually advantageous terms for Contractor to operate the Bexar CARES Program ("Program" or "Project"), funded by the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration ("Grantor"), and both desire that such agreement be memorialized herein;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work affixed hereto and incorporated herein for all purposes as **Attachment I**.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin upon execution and shall terminate on September 29, 2015.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for eligible costs incurred in accordance with this Contract and the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is affixed hereto and incorporated herein for all purposes as **Attachment II**.

3.2 It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **$906,364.00** (the "Federal share"). Contractor's Program Budget is comprised of the Federal Share and the Non-Federal Share. Contractor will be responsible for coordinating all of the Non-Federal "match" share funds in the amount of **$302,121.00** (the "Non-Federal share"), and will work with City, through a governance council comprised of four members appointed by Contractor and four members appointed by City, to jointly identify various community organizations to contract with CHCS regarding the match. Should Contractor fail to raise all of the Non-Federal share funds that it is required to raise for the operation of the Program, City reserves the right to limit its reimbursements to Contractor proportionately. For instance, if Contractor succeeds in raising only eighty percent (80%) of its required Non-Federal share funds, City may limit its reimbursements to Contractor to eighty percent (80%) of City's total obligation to Contractor. To meet the requirements of this Contract, all claimed Non-Federal share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, and other federal regulations as applicable.

3.3 The funding level of this Contract is based on an allocation from the following funding sources:

Substance Abuse and Mental Health Services Administration (SAMHSA) Grant,
CFDA # 93.104, for the Bexar CARES Project

3.4 Prior to commencement of this Contract, Contractor shall submit to City for its approval the Contractor's proposed budget by line item for the entire term of this Contract.

3.5 When making budget revisions among broad categories up to 25%, or $250,000.00, whichever is less, of the total approved budget in Attachment II, Contractor will provide 15 days written advance notice of such revision to City. City may object to the revision within 7 days or the revision is deemed acceptable. If City objects to the revision, Contractor and City will work collaboratively to reach a mutually acceptable alternative. City shall not unduly or unreasonably object to revisions made by Contractor under this Section. City shall work cooperatively with Contractor to amend the budget within the 25% movement guidelines allowed by Grantor, when applicable.

3.6 Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrate having secured the matching Non-Federal share funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. City reserves the right to make a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable funds constituting the match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

3.7 It is expressly understood and agreed by the City and Contractor that the parties' obligations under this Contract are contingent upon the actual receipt of adequate Grant Fund revenue. Should the parties not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, the parties must collaborate within a reasonable time after such fact has been determined and may, at City's option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements toward allowable costs incurred as a direct result of services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, including but not limited to those laws referenced in Article XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the

terms and provisions of the budgeted line items described in Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of DHS in cases where the total Contract Budget remains the same, (b) a Contract amendment has been approved and signed by the Director of DHS pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget, or (c) budget revisions have been deemed approved in accordance with Section 3.5 of this Contract. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor, not eligible for reimbursement as defined within the Contract budget. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.1.1 In accordance with Section 3.5 of this Contract, Contractor shall have the ability, with notice to City, to reallocate expenses among broad budget categories up to twenty-five percent (25%), or $250,000.00, whichever is less, of the total budget amount in Attachment II, and City shall have the ability to object so long as the objection is not unreasonable.

4.2 RESERVED

4.3 Contractor shall submit to City no later than the fifteenth (15th) of every month a monthly Request for Payment in the form prescribed by City. Supporting documentation will be collected and monitored by Contractor, and available to City upon request, which details the specific costs (by category and by program account number, as to be agreed upon by the parties) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of DHS. The Request for Payment shall also specify the Program Income (as defined herein), if applicable, received or projected during the same time period. The Director of DHS may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of DHS in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.4.1 Contractor understands and agrees that ineligible expenses include any fees or costs associated with services City is already responsible to provide to children enrolled in City's Head Start Program, to include but not be limited to: initial assessments, referrals to third party service providers, or case management services.

4.4.2 Contractor further agrees that ineligible expenses include services that have been or will be paid by any type of private or public insurance or private party receiving services. Contractor understands and agrees that the same expense may not be billed under the grant when already paid for by another party.

4.5 The Contractor shall submit to City all final requests for payment no later than 45 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of DHS prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 RESERVED

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(B) comparison of actual outlays with budget amounts for each award;

(C) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(D) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Article XII hereof, and the terms of the award, Grant, or this Contract;

(E) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(F) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's first month's billing, if any allocated costs are included, to be updated when any allocations change. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments, if applicable, exceeding allowable costs incurred during the Contract term shall be immediately returned by Contractor to the City upon demand.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of DHS may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely

determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor understands and agrees to submit to DHS, for Director approval, prior to contract execution, City's form disclosing anticipated program income, activities, and amounts. Such program income may be retained in the Program following Director approval so long as the retained funds are:

(A) for furthering the eligilble Program objectives,
(B) financing the non-federal share or match of the Program, or
(C) deducted from the total federal share of Program allowable costs.

5.2 In any case where Contractor retains program income, Contractor must submit all reports required by DHS within the timeframe specified in the Contract.

5.3 Contractor shall provide DHS with thirty (30) days written notice prior to any activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to DHS within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by DHS. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of DHS.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with in its Notice of Award and Cooperative Agreement (collectively, the "Grantor Contract") with the Grantor. A copy of said document(s) is attached hereto and incorporated herein for all purposes as **Attachment V**. Contractor further agrees to comply with the Project Narrative, attached hereto and incorporated herein for all purposes as **Attachment VI**, which City submitted in application to Grantor. Contractor agrees that if anything in Attachments V and VI conflict, the Grantor Contract (Attachment V) will prevail.

6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or

ordinances, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City and Grantor's rules or regulations, and shall have the final authority to render or secure an interpretation.

6.3 Contractor shall not use funds awarded from this Contract as matching funds for any Federal, State or local grant without the prior written approval of the Director of DHS.

6.4 The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.

6.5 For any and all communications with Grantor, Contractor understands and agrees to copy City on said communication or, in the case of telephone communication, to notify City immediately of the communication and the details thereof. In no event shall the notification to City of either written or verbal communication with the Grantor occur later than 1 business day. For any and all communication with Grantor pertaining to Contractor, City understands and agrees to copy Contractor on said communication or, in the case of telephone communication, to notify Contractor no later than 1 business day of the communication and the details thereof.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of funds provided pursuant to this Contract or any other federal award, then during the term of this Contract, the Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed one hundred and fifty (150) days immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish DHS a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to DHS by Contractor within fifteen (15) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to DHS within a period of ten (10) days upon the Contractor's receipt of the report.

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMBA-133 revision) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within a period not to exceed one hundred twenty (120) days after the end of Contractor's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: http://gov.fac@census.gov and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within twenty (20) days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed one hundred and fifty (150) days immediately succeeding the end of Contractor's fiscal year, ninety (90) days immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each Project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract or Grant, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements. Contractor may instead use Contractor's own accounting or administrative procedures for fiscal matters relating to this Contract, if, upon City approval, Contractor's methods meet City's requirements

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will immediately refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, DHS may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing applicable Project expenditures and Contractor must use its own funds to maintain the applicable Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Grant.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 DHS is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DHS, the Contractor shall furnish to DHS and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to DHS such reports as may be required by the City, or as may be required by the Grantor, including the Contract Monitoring Report, which template is affixed hereto and incorporated herein as **Attachment IV**. At the start of the Contract term, a **Contract Monitoring Report** containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement, incorporated herein and attached hereto for all purposes as **Attachment VII**, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of DHS prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article. This Article shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City copies of materials related to the Project, including the Confidential Information, as requested by City.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, the Contractor shall submit to City

the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, are public property and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon request during the expiration, termination, or the lawful record retention period. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of DHS, unless required to do so by law or a court of competent jurisdiction. DHS shall be notified immediately of such request.

8.6 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.7 Contractor shall provide to the City all information requested by the City relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:
(A) Roster of current Board Members (name, title, address, phone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the Contractor's board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in Section 12.3 of this Contract.

IX. INSURANCE

The Contractor and the City each maintain insurance or a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

X. INDEMNITY

City and the Contractor acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

XI. RESERVED

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available to the City by Federal, State, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:

(A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
(B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
(C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
(D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
(E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

(A) Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
(B) Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
(C) Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
(D) Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
(E) Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, SAMHSA Contractors/Subcontractors are required to follow applicable SAMHSA regulations.

12.4 As a party to this Contract, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
(A) Title VII of the Civil Rights Act of 1964, as amended;
(B) Section 504 of the Rehabilitation Act of 1973, as amended;
(C) The Age Discrimination Act of 1975, as amended;
(D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, Federal, State, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to:
(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

12.8 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.

12.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 RESERVED

13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:

(A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.6 Contractor warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the Contractor, or ten (10) percent or more of the fair market value of the Contractor. Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code

XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10th) day following the day on which such notice is sent).

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30th) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30th) day following the day on which notice is sent.

14.3 The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.4 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.5 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. RESERVED

XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 RESERVED.

16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
(B) To serve as a juror;
(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
(D) To attend seminars or workshops.

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract pursuant to the Grant be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, Department of Human Services, and funded through the U.S. Department of Health and Human Services' "Bexar Cares" Program. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 Contractor agrees that no equipment purchased with City and/or Grantor funds may be disposed of without receiving prior written approval from DHS. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City or Grantor funds.

19.3 Contractor shall maintain records on all items obtained with City or Grant funds to include:
(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor's name (or transferred from);
(E) The location of the property;
(F) The property number shown on the property tag; and
(G) A list of disposed items and disposition.

19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Grantor funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to DHS within seventy-two (72) hours from the date that Contractor discovers the lost, stolen, missing, damaged and/or destroyed equipment/property. The report submitted by the Contractor to DHS shall minimally include:
(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,
(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.

19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to DHS.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.

20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with IRS rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must use mileage software that calculates trip mileage based on addresses. Mileage records are subject to spot-checks by the City. Contractor shall verify evidence of the required driver's license and liability insurance, and will keep such evidence on file.

20.3 Contractor agrees that for costs associated with out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

22.1 Contractor certifies that neither it nor its principals, nor its subcontractors, if any, are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT AND SUB-CONTRACTING

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio and the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

23.2 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor. Any work or services for

sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

23.3 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of DHS shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Scope of Work set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section and for other reasons, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work;

(C) budget revisions or shifts of fund in accordance with Sections 3.5 or 4.1 of this Contract;

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of DHS;

(E) reduction of the total Contract amount in order to comply with the required Federal/Non-Federal ratio, set forth in Article III, and to amend the budget accordingly which is set forth in Attachment II hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or

(F) reductions to Article I, Scope of Work, and Article III, Consideration.

XXV. RESERVED

XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:	Contractor:
Director	President / CEO
Department of Human Services	The Center for Health Care Services
106 S. St. Mary's Street, 7th Floor	3031 IH 10 West
San Antonio, Texas 78205	San Antonio, Texas 78201

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

28.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXIX. RESERVED

XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City,

then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXXIII. RESERVED

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

XXXV. AUTHORITY

35.1 Each of the signers of this Contract hereby represents and warrants that they have authority to execute this Contract on behalf of each of their governing entities and to bind the respective entities to all of the terms, conditions, provisions and obligations herein contained. This Contract shall be signed in duplicate originals so that each Party hereto shall have an original.

EXECUTED this _____ day of _____, 2015, the **EFFECTIVE DATE.**

CITY OF SAN ANTONIO:

_____
Melody Woosley, Director
Department of Human Services

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR:

BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH MENTAL RETARDATION SERVICES D/B/A THE CENTER FOR HEALTH CARE SERVICES

_____
Leon Evans, President / CEO

_____
Board President (if required by Agency)

ATTACHMENTS

Attachment I – Scope of Work
Attachment II – Budget
Attachment III – N/A
Attachment IV – Contract Monitoring Report
Attachment V – Grantor Contract
Attachment VI – Project Narrative
Attachment VII – HIPAA Business Associate Agreement

Attachment I

[INSERT STATEMENT OF WORK HERE]

Attachment I

SCOPE OF WORK

SAMHSA- Bexar CARES Grant
FY 2014-2015

Program Objective:

Roles and Responsibilities

CHCS will satisfy the following objectives for each year of the grant term:

A. Provide or contract for the provision of direct services/supports to 250 new unduplicated children and their families or primary caregivers each year of the Grant, and:

i. Provide training to the City and partnering agencies on the Pediatric Symptom Checklist for the identification of children with behavioral health needs.

ii. Establish an agreed upon referral process and referral target among the City and partnering agencies.

iii. Provide families, once referred, with both direct services (where appropriate) and referrals to partnering agencies in whatever combination best serves the needs of children and their families.

iv. CHCS Direct services may include, but are not limited to:
- Behavioral Health Screens;
- Mental Health Needs Assessments;
- Skills Training;
- Case management;
- Mentoring through Family Partners and/or other paraprofessionals;
- Psychiatric services;
- Crisis Intervention; and
- Respite.

v. Provide children and families with prompt services directly or through referrals and linkage to partnering agencies and/or organizations after identification of behavioral health needs.

vi. Provide monthly monitoring reports to include the number of unduplicated children and families referred and the number served as well as a description of the type(s)/frequency of services, supports and referrals each child and his/her family has received. Provideany other appropriate information as requested by the City within 14 days of the written request.

vii. Submit an annual report each year of the grant summarizing progress related to the 9 essential areas of the System of Care Expansion. The content of such report is to be determined by agreement between CHCS and the City.

viii. CHCS will work collaboratively with the Head Start program to draft and execute a Memorandum of Understanding establishing the details of the referral process and plan for service delivery within Head Start centers.

ix. In order to establish relationships with non-Head Start early childhood centers, CHCS will coordinate the execution of Memorandums of Understanding with San Antonio School Districts, Pre-K for SA, and any other early childhood providers proposed to be included in the Bexar CARES expansion model. CHCS agrees that, even in the case where referred children and families cannot bill CHIP, Medicaid, or any other insurance provider, CHCS will provide Bexar CARES services to children referred under the Bexar Cares expansion grant at no cost to the referred children or their families.

B. Ensure Bexar CARES is family and youth guided in management, services and advocacy. To this end, CHCS will:

i. Appoint at least two family representatives to actively participate in Bexar CARES ad hoc CQI Work Groups to provide relevant, immediate feedback regarding system performance.

ii. Appoint at least two family representatives to interview panels for all top staff positions.

iii. Recruit and compensate up to 20 family members (caregivers or youth) to mentor and train youth, caregivers, and stakeholders on items related to behavioral health wellness within the constructs of system of care principles and values.

iv. Utilize family members with lived experience to inform and coordinate with the Governance Council to advocate for improved public policy relating to behavioral health needs of children and families at the local, state and national level.

v. Establish a longitudinal family engagement model that offers a well-defined, compensated path for individuals with lived experience to mentor, train, and advocate for improvement within the System of Care community.

vi. Obtain, at the end of the term, the following outcomes:
- 90% of families express satisfaction with the Bexar CARES program;
- 65% of families are engaged in active services for 9 months or longer 15% of adult caregivers engaged 9 months or longer become peer mentors, trainers, behavioral aides or family partners; and
- 15 adults with lived experience complete training and become a Behavioral Aide.

C. Improve service depth and accessibility. To this end, CHCS will:

i. Create formal linkages to and incorporate the resources of up to 8 new private non-profit providers offering high quality, relevant services to the Bexar CARES' target population.

ii. Establish new early intercept points (e.g. City pre-school program(s), PreK 4 SA, Head Start, CHCS's Early Childhood program(s), local school district's preschool programs) within the community where children as young as 3 years of age are screened for early identification of behavioral health needs and when identified with a behavioral health

need are referred for a comprehensive screening and assessment and treatment planning.

iii. Work among the local school districts to provide Mental Health First Aid and other behavioral health training to improve coordination between families and schools for improved academic outcomes for children with identified behavioral health needs. The training will include educating school districts on best practices, positive behavioral supports, and community resources.

iv. Expand and utilize the Children's Mental Health Campus that features a continuum of services, increases access and improves continuity of care.

v. Create easily accessed, organized pathways to and through coordinated public and private services with clearly delineated points of entry and exit and abundant, diverse service opportunities.

vi. Expand the value of shared experiences by increasing group support services for caregivers segmented by primary interest including child welfare, juvenile justice, early childcare, kinship caregivers.

vii. Improve knowledge and utilization of the expanded system of care with military families by engaging military liaisons in the Bexar CARES Governance Council, identifying points of entry for military families, assessing system capacity to address the unique needs of military families and filling service gaps to enable their full participation and benefit.

viii. Expand Continuous Quality Improvement processes, provide system of care and wraparound training and monitor coordination of service delivery with partnering agencies to ensure utilization of evidence-based practices, trauma-focused care, and cultural and linguistic competency.

ix. Introduce new programs and services in response to identified service delivery gaps.

x. Obtain, at the end of the term, the following outcomes:

- 90% of participating families express satisfaction with the Bexar CARES program;
- 65% of participating families are engaged in active services for 9 months or longer;
- 5% of families have one or more caregiver(s) who is active duty military;
- 75% of participating children demonstrate improvements in academic performance and/or classroom behavior within six months;
- 85% of active child welfare cases on participating children do not progress further in supervision;
- 65% reduction in crisis episodes in the learning environment for participating children, baseline year of 2014 vs. fourth year of service, 2018;
- Establish a baseline cost of care in the first year of service delivery and show progress towards a 50% reduction in cost of care between the baseline year and the fourth year of service.

D. Strengthen organizational and collaborative structures by the following actions:

i. Delegate specific governance responsibilities to the Executive Governance Council with attendance at meetings at 85% or higher;
   - Executive and Governance Councils will each meet monthly and the System of Care Community Stakeholder Group will meet quarterly.

ii. Evaluate cultural competency (relevance and sensitivity on the part of providers and staff), framed by the Culturally and Linguistically Appropriate Services (CLAS) Standards measured by family satisfaction;

iii. Strengthen data collection and management to enable data informed decision making and monitoring of resources and effectiveness by the Executive Governance Council.

iv. Recruit new non-profit collaborating partners to the Bexar CARES program continuum and collaborate with each partner and the City to establish a Memorandum of Understanding between each partnering collaborator and the City that includes data sharing requirements and methods, confidentiality, consent procedures, training and cross-training requirements, technology requirements and service referral and delivery processes and detailing the in-kind and matching contributions and/or funds to be blended or braided within the system.

v. Expand existing sustainability efforts by:
   - Engaging and building awareness among a wider range of private funders from around the community, state and nation, and
   - advocating for public funding; and

vi. Obtain, at the end of the term, the following outcomes:
   - Family satisfaction will remain at or above 90%, signaling an acceptable level of cultural and linguistic competency.
   - At least eight new non-profit partners will be added to the system of care.
   - All service, support and referral-related outcomes will be achieved or exceeded.
   - Work with partnering collaborators and potential partners toward continued long-term sustainability to promote the continuation of Bexar CARES.

E. Increase awareness of and community commitment to children's mental health by:

i. Training 20 family members (caregivers or youth) to become effective advocates with stakeholders, policymakers and legislators;

ii. Establish a social media presence to deepen public knowledge of children's mental health needs, Bexar CARES' resources and hope for recovery; and

iii. Using advocates and social media; including Twitter, Facebook, and Instagram; to share data, publicize events and build awareness, obtaining at least 1,000 users of such resources.

TARGETED POPULATION:
Children 3-8 years of age with serious emotional disturbances or behavioral health needs and their families or caregivers.

NUMBER OF PARTICIPANTS/ CHILDREN SERVED: Number to be served are 250 per year, so that 1,000 children and their families are served across the four-year period.

Attachment I

Attachment II

[INSERT BUDGET HERE]

[INSERT CONTRACT MONITORING REPORT HERE]

Attachment I

Attachment V

[INSERT GRANTOR CONTRACT HERE]

Attachment I

Attachment VI

[INSERT PROJECT NARRATIVE HERE]

Attachment I

Attachment VII

[INSERT HIPAA BUSINESS ASSOCIATE AGREEMENT HERE]

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the City of San Antonio ("Covered Entity"), and Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services, a Business Associate ("BA").

WHEREAS, the City of San Antonio and BA have entered into an Interlocal Agreement (the "Service Contract") for the Bexar CARES Program, to expand and improve the system of care for children with serious emotional disturbances, effective _____; and

WHEREAS, Covered Entity and BA may need to use, disclose and/or make available certain information pursuant to the terms of the Service Contract, some of which may constitute Protected Health Information ("PHI"); and

WHEREAS, Covered Entity and BA intend to protect the privacy and provide for the security of PHI disclosed to each other pursuant to the Service Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("C.F.R."), as the same may be amended from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. For the purposes of this Agreement, the following terms have the meanings ascribed to them:

(1) "Disclosure" with respect to PHI, shall mean the release, transfer, provision of access to, or divulging in any other manner of PHI outside the entity holding the PHI.

(2) "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

(3) "Parties" shall mean Covered Entity and BA.

(4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and Part 164, subparts A and E.

(5) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by BA from or on behalf of Covered Entity.

(6) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

(7) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

(8) "PHI Breach" shall mean an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action compromises the security or privacy of the PHI.

B. BA Obligations and Activities. BA agrees that it shall:

(1) Not use or disclose the PHI other than as permitted or required by this Agreement or as Required by Law;

(2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this Agreement, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity;

(3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement;

(4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this Agreement as well as any security incident that BA becomes of aware of;

(5) Ensure that any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards to protect such information;

(6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;

(7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;

(8) Make available to the Covered Entity or to the Secretary all internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary in determining Covered Entity's compliance with the Privacy Rule;

(9) Document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;

(10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(11) Will immediately, and in no event later than 14 days of discovery, notify Covered Entity of any breach of PHI and will coordinate with Covered Entity to identify, record, investigate, and report to an affected Individual and the U.S. Department of Health and Human Services, as required, any covered PHI breach.

C. Permitted Uses and Disclosures by BA

(1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 502(j)(1).

D. Obligations of Covered Entity. Covered Entity shall inform BA of its privacy practices and restrictions as follows. Covered Entity shall:

(1) notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;

(2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;

(3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI.

(4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

Covered Entity shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that the BA may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

(1) The term of this Agreement shall commence on the date on which it is fully executed or at the start of the Service Contract, whichever is later. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Service Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(3) Effect of Termination.

(a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.

(b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

G. Amendment to Comply with Law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

H. Survival. The respective rights and obligations of the BA under Sections B, C(2) and (4), and F(3) shall survive the termination of this Agreement.

I. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the Privacy Rule.

J. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.

K. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

L. INDEMNIFICATION. City and the Contractor acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

M. **Reimbursement.** BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.

N. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

O. **Assignment.** Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval ofBA.

P. **Entire Agreement.** This Agreement constitutes the complete agreement between BA and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contract or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Service Contract comply with the federal law and regulations commonly referred to as the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

Q. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXECUTED this _____ day of _____, _____.

COVERED ENTITY
City of San Antonio

_____
Melody Woosley, Director
Department of Human Services

BUSINESS ASSOCIATE:
BEXAR COUNTY BOARDOF TRUSTEES FOR MENTAL HEALTH MENTAL RETARDATION SERVICES D/B/A THE CENTER FOR HEALTH CARE SERVICES

_____
Leon Evans, President / CEO

APPROVED AS TO FORM:

_____
Kristine Duff
Assistant City Attorney

Attachment II

2015-2016 SAMHSA Bexar Cares Program
September 30, 2014 to September 29,2015

REVENUES:

4501100	Grants Federal - Operating	$	998,061
	Subtotal Grant	**$**	**998,061**
6500000	In Kind Revenue	$	332,687
	Subtotal (In Kind)	**$**	**332,687**
	TOTAL REVENUES	**$**	**1,330,748**

APPROPRIATIONS:

13800000xxxx 2015 SAMHSA Bexar Cares- COSA

5101010	Regular Salaries	$	66,013
5103005	FICA & Medicare Expense		5,050
5103010	Life Insurance		66
5103035	Personal Leave Buy Back		1,914
5103056	Transportation Reimbursement		54
5104030	Flex Benefits Contr		8,184
5105010	Retirement Exp		7,116
5302010	Office Supplies		800
5501000	Cap <5000 - Computer Equipment		2,500
		$	**91,697**

13800000xxxx 2015 SAMHSA Bexar Cares-CHCS

5202040	Contractual Sub recipient	$	906,364
	Total 13800000xxxx	**$**	**906,364**

13800000xxxx 2015 SAMHSA Bexar Cares - In Kind

6602025	In Kind Other Contractual	$	332,687
	Total 13800000xxxx	**$**	**332,687**
	TOTAL APPROPRIATIONS	**$**	**1,330,748**

Attachment III

2015-2016 SAMHSA Bexar Cares Program
September 30, 2015 to September 29,2016

REVENUES:			
4501100	Grants Federal - Operating	$	995,868
	Subtotal Grant	**$**	**995,868**
6500000	In Kind Revenue	$	331,956
	Subtotal (In Kind)	**$**	**331,956**
	TOTAL REVENUES	**$**	**1,327,824**
APPROPRIATIONS:			
13800000xxxx 2016 SAMHSA Bexar Cares- COSA			
5101010	Regular Salaries	$	68,063
5103005	FICA & Medicare Expense		5,054
5103010	Life Insurance		66
5103035	Personal Leave Buy Back		1,512
5103105	Cell Phone Reimburse		1,200
5105010	Retirement Exp		7,121
5170040	Civln Actv Healthcr		8,184
5203090	Transportation Fees		695
5302010	Office Supplies		800
		$	**92,695**
13800000xxxx 2016 SAMHSA Bexar Cares-CHCS			
5202040	Contractual Sub recipient	$	903,173
	Total 13800000xxxx	**$**	**903,173**
13800000xxxx 2016 SAMHSA Bexar Cares - In Kind			
6602025	In Kind Other Contractual	$	331,956
	Total 13800000xxxx	**$**	**331,956**
	TOTAL APPROPRIATIONS	**$**	**1,327,824**

Attachment IV

SAMHSA Bexar Cares Program
September 30, 2014 to September 29,2015
PERSONNEL COMPLEMENT

Positions 13800000XXXX 2015 SAMHSA Bexar Cares	Job Class	Current Number of Positions	Add/Delete	Budget FY 2015 Positions
SENIOR MANAGEMENT ANALYST	0999	0	1	1
13800000XXXX 2015 SAMHSA BEXAR CARES		**0**	**1**	**1**
TOTAL POSITIONS FOR SAMHSA PROGRAM		**0**	**1**	**1**