

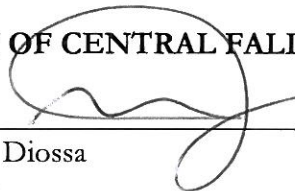
IN RE: July 22, 2014
AGREEMENT
BETWEEN THE CITY OF CENTRAL FALLS AND
PROGRESSO LATINO

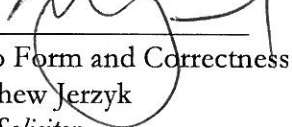
AGREEMENT FOR EXTENSION OF TIME


The agreement "attached as Exhibit A" between the City of Central Falls and Progresso Latino is hereby extended to June 30, ²⁰¹⁵2014.

The parties hereto have caused this Agreement to be signed under seal as of the 22nd day of July 2014.

CITY OF CENTRAL FALLS:

By: 
James Diossa
Mayor

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance Officer

PROGRESSO LATINO

By: 
Maria BRUNO
Executive Director

EXHIBIT A

AGREEMENT

This Agreement is entered into by and between the City of Central Falls, hereinafter referred to as the "Municipality," and Progresso Latino, a 501 (c)(3) Rhode Island Nonprofit Entity with an address of 626 Broad Street, Central Falls RI 02863, hereinafter referred to as the "Nongovernmental Organization," for the provision of community based prevention services under the RI Substance Abuse Act and/or law enforcement services related to Youth Access to Tobacco and Enforcing Underage Drinking Laws.

This Agreement shall be in effect from 1 July 2011 to 30 June 2012.

WITNESSETH

WHEREAS, said Nongovernmental Organization is willing to enter into an agreement with the Municipality to provide the services according to Appendix I contained within, and any Modifications subsequently executed as part of this Agreement;

WHEREAS, the State of Rhode Island through the Department of Behavioral healthcare, Developmental Disabilities and Hospitals is willing to provide funding for said services; and

WHEREAS, the Municipality no longer has the appropriate staffing or facilities to implement the State funded program yet the Municipality does find a continued need for said program; and

WHEREAS, Progresso Latino, the Nongovernmental Organization has in fact the appropriate staffing, facilities and community network to implement said program; and

WHEREAS, the parties to this Agreement, that is, the Municipality and the Nongovernmental Organization desire to continue said program under the terms and conditions that the State of Rhode Island mandates, including but not limited to the fact that funding for said program shall pass through the Municipality in the form of semi annual payments to the Municipality which shall be dispersed by the Municipality to the Nongovernmental Organization in a timely manner after receipt of funds by the Municipality;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. The Nongovernmental Organization shall, utilize the funds made available in this Agreement to provide services in accordance with Appendix I.
2. Subcontracting. The Nongovernmental Organization shall not delegate or subcontract the performance of any aspect of the contracted services without prior express written approval from the Department.
3. Conditions of Employment. The Nongovernmental Organization covenants that its employees possess the necessary skills and abilities to satisfy the requirements of this Agreement, are of good moral character insofar as can be determined by the Nongovernmental Organization and

have never been convicted of a crime, which would disqualify the person from employment in accordance with the provisions contained in licensing or program regulations. If so requested by the Municipality or the State of Rhode Island, staff information shall be provided to the Municipality or the State of Rhode Island.

4. Non-Discrimination. No person shall, on the grounds of race, color, gender, religion, handicap, age, or national origin, be excluded from participation in, denied the benefits of, or be subject to discrimination under the terms of this Agreement. The Nongovernmental Organization and the Municipality agree to adhere to the provisions of all applicable State and federal laws and regulations, including but not limited to General Laws 40.1-24-1 et seq.; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Executive Order No. 85-11 on Equal Opportunity and Affirmative Action; and all applicable rules and regulations issued thereunder. The Municipality further agrees that all information will be safeguarded in a manner that guarantees confidentiality.

5. Indemnification. The Municipality, or its authorized representative(s) shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen as a result of the service required by this Agreement. The Nongovernmental Organization shall assume all legally recognizable liability of every kind or nature arising from program services either by accident, negligence, theft, vandalism, or any cause whatever, and shall indemnify the Municipality or its authorized representative(s) for said liability. Both parties hereto recognize that the Nongovernmental Organization, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the Municipality.

6. Acknowledgment. The Nongovernmental Organization agrees to recognize and acknowledge the Municipality as the funding source in whole or in part for any printed material pamphlets, reports etc. that may be prepared, printed and issued by the Nongovernmental Organization reporting activity associated with the contracted services. Further, the Nongovernmental Organization agrees to make available to the Municipality as part of this Agreement, participation for a Municipality representative at any event sponsored by the Nongovernmental Organization which is promoting the activities and accomplishments which the services under this Agreement are part of.

7. Confidentiality. The Nongovernmental Organization agrees to adhere to any and all applicable State and federal statutes and regulations relating to confidential health care and substance abuse treatment, including but not limited to the federal regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws §40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws §5-37.3-1, and HIPAA, 45 CFR 160 et seq.

8. Drug Free Workplace. The Nongovernmental Organization agrees to comply with provisions of the Governor's Executive Order N. 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. The Nongovernmental Organization acknowledges that a violation of the Drug Free Workplace Policy may, at the Municipality or the State of Rhode Island's option, result in the termination of this Agreement.

9. Smoking Prohibition Where Children Services are Provided. The Nongovernmental Organization agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are constructed, operated or maintained with such funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

10. Periodic Contract Modifications. It is understood by the parties that this Agreement shall be reviewed and amended as necessary. Contract modifications will be issued during the effective period of this Agreement whenever a contract provision is being added, deleted or amended. A new Appendix I will be used to authorize any additional services beyond those contained in the basic Contract Agreement. Changes in reimbursement authorized in the form of a general across the board adjustment with no modification to service content, will be authorized by letter from the Municipality.

11. Program Access. The Municipality or the State of Rhode Island and its authorized representatives shall have the right at all times to inspect the work performed or being performed under this Agreement, as well as the places where such work is performed, consistent with clients' rights of personal privacy; and to that end such representative(s) shall be given access to all activities related to this Agreement.

12. Fiscal and Program Records. The Provider agrees to submit program and financial reports according to Appendix I attached hereto. Fiscal and program records shall be maintained by the Nongovernmental Organization and will be subject to audit by the Municipality or its authorized representative(s). Fiscal and program records related to the provision of services under this Agreement must be retained for a period of five (5) years, unless otherwise agreed to by the parties in writing. If there are audit findings that have not been resolved, the records shall be retained until resolution of the findings. The financial records must adequately document and justify project expenditures including but not limited to, personnel and property. Revenues and expenditures related to Municipality contracts must be separately identified and labeled as Municipality funds in the audited municipal statements as required by RIGL.

13. Political Contributions. Contract funds cannot be used for partisan political activity of any kind by any person or organization involved in the administration of federally assisted programs.

14. Lobbying Prohibitions. The Nongovernmental Organization agrees to comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds.

15. Termination of the Agreement. Either party may terminate this Agreement upon forty-five (45) days written notice, or upon material breach, or upon the written agreement of the parties, or


upon the unavailability of funds to pay for the services provided under this Agreement, and either party may amend the terms of this Agreement upon written agreement of the parties

16. This Agreement is subject to review and approval by the Department of Administration.


IN WITNESS WHEREOF, the parties to this Agreement have executed the same.

City of Central Falls

Progreso Latino
Nongovernmental Organization



GAYLE CORRIGAN
CHIEF OF STAFF



MARIA BUENA
Executive Director

12/21/11
Date

12/22/11
Date

Appendix A
Contract Specifications - Municipalities
Enforcement Activities: Youth Access to Tobacco and Enforcing Underage Drinking Laws

Section I. Program Specifications

General: the program requirements describe all contractual services between the Department of Mental Health, Retardation and Hospitals (MHRH) and the Municipality for Youth Access to Tobacco programs and Enforcing Underage Drinking Laws program. The required services and/or activities relate to: local law enforcement and required collaborative efforts of law enforcement and the municipal task force funded through the RI Substance Abuse Prevention Act.

Youth Access to Tobacco

1. Annual Tobacco Sales Compliance Survey: Under Section 1926 of the Federal Public Health Act, hereinafter called Synar Survey, States are required to have in place a law prohibiting the sales of tobacco products to individuals under the age of 18. The objective of the Synar Survey is to assess tobacco vendor's compliance with statutes and regulations, which prohibit the sale or distribution of tobacco products to persons less than eighteen (18) years of age.

Every task force/coalition in a municipality receiving funding through RISAPA must collaborate with the local police department to ensure compliance with Section 1926.

- a) Eligible Synar Survey activities under this agreement include: compliance survey checks of over the counter and vending machine licensed tobacco sites.

The Department will:

- Assist with the recruitment of youth surveyors to participate in the Survey, as necessary
 - Forward to the community pre-printed Synar Survey Report Forms that will identify the establishments, which must be surveyed
 - Provide annual training and provide protocols on the Synar Survey.
- b) Each Police Department will be required to send a representative to attend training on Synar implementation, and each department will be required to train the youth surveyors.
- c) No reimbursement will occur prior to the return of all Synar Survey forms to the Department.

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- d) Any cigarettes acquired during the conduct of the Synar Survey must be retained and disposed of in accordance with normal procedures in processing evidence.

Ongoing Enforcement: are activities related to the ongoing enforcement of State laws and regulations on the sale or distribution of tobacco products to persons less than eighteen (18) years of age, which the State is required to do under Section 1926 of the Federal Public Health Act. The Police Department will submit to the Department within 15 days of the close of the calendar quarters September 30th, December 31st, March 31st, and June 30th, a quarterly report identifying enforcement activities and citations issued during the quarter in a format established by the Department.

Enforcing Underage Drinking Laws:

1. Annual Alcohol Purchase Survey (APS): the purpose of which is to assess alcohol vendors' compliance with statutes and regulations prohibiting the sale of alcohol products to persons under twenty-one (21) years of age.
 - a) Eligible APS activities include compliance survey checks of licensed alcohol sites and attendance at required training by a representative of the Police Department.
 - b) The Department will:
 - a) Assist with the recruitment of youth surveyors
 - b) Forward to the community pre-printed APS Report Forms, which will identify the alcohol establishments, which must be surveyed.
 - c) Provide annual Training on underage drinking enforcement and the APS.
 - c) Each Police Department will be required to send a representative to attend training on APS implementation, and each department will be required to train the youth surveyors.
 - d) No reimbursement will occur prior to the return of all APS forms to the Department.
 - e) Any alcohol acquired during the conduct of the APS must be retained and disposed of in accordance with normal procedures in processing evidence.

Appendix A
Contract Specifications - Municipalities,
Enforcement Activities: Youth Access to Tobacco and Enforcing Underage Drinking Laws

2. Ongoing Enforcement: the goal of this contract activity is to enhance local law enforcement efforts in enforcing Rhode Island's underage drinking laws.
 - A) Eligible activities under Ongoing Enforcement include:
 - a) Compliance checks of liquor license holders.
 - b) Controlled dispersal of underage drinking parties;
 - c) Placing undercover police officers inside licensed liquor establishments to cite minors who purchase alcohol or use false identification.
 - d) Conducting decoy operations to cite adults who provide alcohol to minors; or
 - e) Other activity if deemed appropriate by the Department.
 - The Police Department, in cooperation with the municipal substance abuse prevention task force and the Department's Enforcing Underage Drinking Laws contractor, will publicize local law enforcement activity related to enforcing underage drinking laws. The Department will be credited as the funding source.
 - A representative from the Police Department will participate in meetings and trainings convened or sponsored by the Department.
3. The Police Department will provide to the Department's Enforcing Underage Drinking Laws contractor within 15 days of the close of each calendar quarter - September 30th, December 31st, March 31st, and June 30th - a quarterly activity report in a format established by the Department.

Section II. Financial Terms and Conditions - Law Enforcement Activities - Enforcing Underage Drinking Laws and Youth Access to Tobacco

1. The Department will reimburse the Municipality for the following:
 - a) Participating in Tobacco and Alcohol Compliance Surveys (Synar and the APS).
 - b) Ongoing enforcement of Youth Access to Tobacco and Underage Drinking Laws, up to the funding limit established by the Department.
 - c) The cost of any cigarette packages or alcohol acquired by the youth surveyor during the Compliance Surveys and Enforcement activities.
 - d) Other reasonable expenses incurred as a direct result of compliance survey activities.
2. Submission Schedule.
 - a) Bills for either the APS or Synar compliance surveys must be submitted promptly following tile completion of the Survey. All preprinted survey forms, regardless of whether the site was actually surveyed, must be returned with the bill. No reimbursement will be made without the survey forms.
 - b) Bills for ongoing enforcement activities may be submitted at anytime.

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Contract Specifications - Municipalities,
Enforcement Activities: Youth Access to Tobacco and Enforcing Underage Drinking Laws

3. Billing Information
 - a) All bills must be submitted using the Law Enforcement Invoice Form provided by the Department.
 - b) Youth Access to Tobacco and Enforcing Underage Drinking Law bills must be submitted on separate invoices.

4. Rates of Reimbursement.
 - a) The reimbursement rate may not exceed the special duty rate in existence for the municipality. The reimbursement rate is capped at the hourly compensation rate established by the municipality for a sergeant's rate for overtime.
 - b) Compensation for youth surveyors and/or decoys used in enforcement and survey activities is capped at the prevailing minimum wage rate for tobacco compliance checks and \$10.00 per hour for alcohol compliance checks.