

**MUNICIPIO DE LA CIUDAD CAPITAL  
SAN JUAN BAUTISTA<sup>1</sup>**

**RESOLUCIÓN NÚM. 6  
SERIE 2010-2011  
(P. de R. Núm. 92, Serie 2009-2010)**

**APROBADA:  
5 de agosto de 2010**

**RESOLUCIÓN**

**PARA APROBAR UN ACUERDO ENTRE EL DEPARTAMENTO DE SALUD DEL GOBIERNO DE PUERTO RICO Y EL MUNICIPIO DE SAN JUAN, A FIN DE QUE SE TRANSFIERA AL MUNICIPIO LA ADMINISTRACIÓN DEL PROGRAMA DE OPORTUNIDADES DE VIVIENDA PARA PERSONAS CON AIDS, "HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS" (HOPWA); Y PARA OTROS FINES.**

**POR CUANTO:** El Artículo 14.002 de la Ley Núm. 81 de 30 de agosto de 1991, según enmendada, conocida como "Ley de Municipios Autónomos del Estado Libre Asociado de Puerto Rico de 1991", faculta a los municipios a entrar en convenios con cualquier agencia del Gobierno Central o Federal para, entre otros, realizar conjuntamente cualquier estudio, trabajo o actividad y desarrollar cualquier proyecto, programa, obra o mejora pública o prestarse cualquiera otros servicios en común;

**POR CUANTO:** El inciso (a) del Artículo 14.002, antes citado, añade que todo contrato que se otorgue de conformidad con dicho Artículo, deberá ser aprobado por la Legislatura Municipal de cada Municipio que sea parte del mismo;

**POR CUANTO:** A petición del Departamento Federal de Vivienda y Desarrollo Urbano Federal (HUD por sus siglas en inglés) el Departamento de Salud Estatal está interesado en otorgarle los fondos y la administración del Programa de Oportunidades de Vivienda para personas VIH/SIDA (HOPWA por sus siglas en inglés) al Municipio de San Juan. A estos efectos, en el periodo de octubre de 2009 a abril de 2010, personal del Departamento de Vivienda del Municipio estuvo en negociación con el Departamento de Salud para determinar qué funciones y obligaciones se estarían transfiriendo al Municipio y bajo qué términos y condiciones. El contrato modelo que acompaña esta Resolución, es el resultado de dicha negociación y el mismo recoge las condiciones que regirán la

<sup>1</sup> Gobierno de Puerto Rico

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transacción que tendrá una vigencia inicial de tres años desde la firma del mismo. Como parte del acuerdo se transferirán \$4,560,513.55, correspondientes a los años programas 2007 al 2009 y \$1,825,260, correspondientes al año 2010. Además, el acuerdo obliga sujeto a la delegación por parte de HUD, las asignaciones de los años programas 2011 y 2012. Bajo este acuerdo el Municipio de San Juan estaría a cargo de seleccionar las propuestas de las organizaciones de base comunitaria que sirven esta población y delegar los fondos a utilizarse en los 78 municipios de Puerto Rico;

**POR CUANTO:** El Programa de Oportunidades de Vivienda para personas VIH/SIDA (HOPWA por sus siglas en inglés "Housing Opportunities for Persons With AIDS") tiene la misión de facilitar y asistir a las personas con el virus VIH o SIDA HIV y sus familiares en la obtención de una vivienda adecuada. Además, el Programa provee fondos para la prestación de servicios de apoyo a los participantes y sus familiares. El programa fue creado en 1992, por el "AIDS Housing Opportunity Act". Dicha ley autorizó al Departamento Federal de Vivienda establecer un reglamento operacional que está plasmado en el 24 CFR parte 574. El Programa está dirigido a desarrollar estrategias que permitan satisfacer las necesidades de vivienda complementado con servicios de apoyo a personas de bajos ingresos económicos con VIH/SIDA y sus familiares;

**POR CUANTO:** El Departamento Federal de Vivienda distribuye los fondos HOPWA tomando en consideración una fórmula que utiliza las estadísticas del SIDA (casos de SIDA acumulativo e índice de área) elaboradas por los Centros de Control y Prevención de Enfermedades (Centers for Disease Control and Prevention, CDCs). Los fondos son distribuidos en Puerto Rico a dos recipientes directos: 1) El Departamento de Salud Estatal y 2) El Municipio de San Juan. La siguiente tabla nos muestra los municipios que actualmente son atendidos por el Municipio de San Juan y por el Departamento de Salud:

#### Departamento de Salud

Adjuntas  
Coamo  
Hormigueros  
Jayuya  
Lares  
Las Marías  
Maricao  
Moca  
Utuaado  
Villalba  
Sabana Grande  
San Germán  
San Sebastián

#### Municipio de San Juan

Aguas Buenas	Loíza
Barceloneta	Manatí
Bayamón	Morovis
Canóvanas	Naguabo
Carolina	Naranjito
Cataño	Río Grande
Comerio	San Juan
Corozal	Toa Alta
Dorado	Toa Baja
Florida	Trujillo Alto
Guaynabo	Vega Alta
Humacao	Vega Baja
Juncos	Yabucoa
Las Piedras	

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**POR CUANTO:** Las actividades elegibles que pueden ser llevadas a cabo con los fondos HOPWA incluyen:

- Servicios de información de vivienda que puede incluir el asesoramiento, proveer información y referidos que ayuden a una persona elegible a localizar, adquirir, financiar y mantener una unidad de vivienda en la ubicación, adquisición, financiamiento y mantenimiento de vivienda. Además, puede incluir el asesoramiento sobre vivienda justa a personas elegibles que puedan encontrar discriminación por raza, color, religión, sexo, edad, origen nacional, estatus familiar o impedimento.
- La identificación de recursos adicionales para el establecimiento, coordinación y el desarrollo de iniciativas de asistencia en la vivienda para las personas elegibles (incluyendo la búsqueda preliminar y la cobertura de los gastos necesarios para determinar la viabilidad de iniciativas específicas relacionadas con la vivienda).
- La adquisición, rehabilitación, conversión, arrendamiento y reparación de instalaciones para proveer vivienda y servicios.
- Nueva construcción (solamente para viviendas "single room occupancy" y residencias comunitarias).
- Asistencia para la renta a inquilinos o a proyectos, incluyendo la ayuda para arreglos de vivienda compartida.
- Asistencia económica para cubrir alquiler a corto plazo, hipoteca y servicios para impedir que el inquilino o propietario de una vivienda sea desalojado y se convierta en una persona sin hogar.
- Servicios de apoyo que incluyen, pero no se limitan, al cuidado de la salud, la atención de salud mental, evaluación, colocación en vivienda permanente, asesoramiento y tratamiento por el abuso de drogas y alcohol, servicios alimenticios, cuidado intensivo cuando se le requiera, y la ayuda para la obtención de los beneficios y servicios de gobierno local, estatal y federal. Los servicios de salud pueden brindarse solamente a los individuos con el síndrome de inmunodeficiencia adquirida (SIDA) o enfermedades relacionadas, y no a los miembros de las familias de estos individuos. No se incluirá ningún servicio que sea cubierto por el Plan de Salud del Gobierno (Reforma), tal como médico, psicólogo, salud mental, medicamentos, laboratorios, etc.
- Los costos de operación de la vivienda incluyen el mantenimiento, la seguridad, la operación, el seguro, los servicios, mobiliario, equipos, provisiones y otros costos incidentales.
- La asistencia técnica para el establecimiento y operación de una residencia comunitaria, incluyendo la planificación y otros gastos previos al desarrollo y la construcción, que incluyen pero no se limitan a los costos relacionados con las actividades de difusión y educación comunitaria en relación con el SIDA o las enfermedades relacionadas para las personas que viven en la proximidad de la residencia comunitaria.;

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**POR CUANTO:** El Programa HOPWA del Estado está adscrito al Departamento de Salud de Puerto Rico, mediante la participación directa de la Oficina Central Para Asuntos del SIDA y Enfermedades Transmisibles (OCASET). El Programa HOPWA en San Juan es parte del Departamento de Vivienda del Municipio;

**POR CUANTO:** El Departamento de Salud Estatal ha confrontado históricamente dificultades en el proceso de delegación y desembolso de los fondos HOPWA asignados a Puerto Rico. Como resultado de este proceso, el Departamento de Vivienda Federal, le solicitó que evaluara alternativas para mejorar su desempeño y evitar la pérdida de recursos. HUD, le sugirió que debido al buen desempeño del Programa HOPWA de San Juan, se considerara la delegación de los fondos al Municipio;

**POR CUANTO:** A estos efectos, al final del año 2009, se inició un proceso de negociación entre el Municipio de San Juan y el Departamento de Salud para la delegación de los fondos. La negociación culminó en el mes de abril de 2010 e incluye los siguientes elementos:

1. Designa al Departamento de Vivienda del Municipio de San Juan como un "sponsor" para recibir los fondos HOPWA asignados por HUD al Departamento de Salud Estatal.
2. El Departamento de Salud transferirá al Municipio de San Juan las siguientes cantidades de dinero:

<b>Año Programa</b>	<b>Cantidad</b>	<b>Propósito</b>
2007-2009	\$ 4,241,277.60	Actividades elegibles del Programa HOPWA
2007-2009	\$ 319,235.95	Gastos Administrativos
2010-2011	\$ 123,935.15	Gastos Administrativos
2010-2011	\$ 1,646,567.05	Actividades elegibles del Programa HOPWA
2010-2011	\$ 54,757.80	Para ser utilizados por el Departamento de Salud en sus gastos Administrativos
<b>Total</b>	<b><u>\$ 6,385,773.55</u></b>	

3. Los fondos delegados deberán ser utilizados en un periodo menor a tres años.
4. Los fondos delegados por el Departamento de Salud serán a su vez delegados por el Municipio de San Juan a Organizaciones de Base Comunitaria y a Municipios.
5. El Municipio de San Juan deberá monitorear a su vez a los subrecipientes de los fondos delegados.
6. El Municipio de San Juan seleccionará a los subrecipientes de los fondos.

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7. El Departamento de Salud monitoreará periódicamente al Municipio para verificar que las operaciones se estén llevando de acuerdo a lo establecido por la reglamentación.
8. EL Municipio llevará a cabo las funciones administrativas que incluyen preparación de reportes, planes y otros documentos que deberán ser presentados al Departamento de Vivienda Federal.
9. El Municipio de San Juan establecerá la política pública sobre el uso de los fondos.
10. El Municipio de San Juan coordinará con el Estado en la Preparación del "Plan Consolidado" y el "Plan Anual", que es requisito para recibir los fondos.
11. Todo señalamiento previo a la delegación de los fondos al Municipio, incluyendo sanciones económicas, corresponderán y serán responsabilidad del Departamento de Salud.
12. Todo señalamiento posterior a la delegación de los fondos al Municipio, incluyendo sanciones económicas, corresponderán y serán responsabilidad del Municipio.
13. El Municipio de San Juan recibirá los fondos directamente del sistema de desembolsos del Departamento de Vivienda Federal.
14. El Municipio de San Juan deberá administrar los fondos HOPWA separadamente de los fondos HOPWA del Municipio.
15. El término del acuerdo será de tres años y solamente podrá ser cancelado por incumplimiento severo de alguna de las partes en los términos del acuerdo.;


**POR CUANTO:** Entendemos que este acuerdo es conveniente y cónsono con los objetivos programáticos del Municipio.

**POR TANTO: RESUÉLVASE POR LA LEGISLATURA MUNICIPAL DE SAN JUAN, PUERTO RICO:**

**Sección 1ra.:** Aprobar un Acuerdo entre el Departamento de Salud del Gobierno de Puerto Rico y el Municipio de San Juan, a fin de que se transfiera al Municipio la *Administración del Programa de Oportunidades de Vivienda para Personas con AIDS, "Housing Opportunities for Persons With Aids" (HOPWA)*, borrador del cual se incluye.

**Sección 2da.:** Cualquier Resolución u Orden, que en todo o en parte resultare incompatible con la presente, queda por ésta derogada hasta donde existiere tal incompatibilidad.

**Sección 3ra.:** Esta Resolución comenzará a regir inmediatamente después de su aprobación.

  
Elba A. Vallés Pérez  
Presidenta



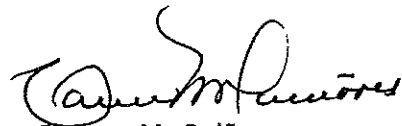


**YO, CARMEN M. QUIÑONES, SECRETARIA DE LA LEGISLATURA MUNICIPAL DE SAN JUAN, PUERTO RICO:**

**CERTIFICO:** Que la precedente es el texto original del Proyecto de Resolución Número 92, Serie 2009-2010, aprobado por la Legislatura Municipal de San Juan, Puerto Rico, en la Sesión Ordinaria, celebrada el día 22 de julio de 2010, con los votos afirmativos de los Legisladores Municipales; las señoras Sara de la Vega Ramos, Linda A. Gregory Santiago, Isis Sánchez Longo, Migdalia Viera Torres; y los señores Roberto Acevedo Borrero, José A. Berlinger Bonilla, Diego G. García Cruz, Angel L. González Esperón, Rafael R. Luzardo Mejías, Roberto D. Martínez Suárez, Ramón Miranda Marzán, Marco A. Rigau Jiménez, Angel Noel Rivera Rodríguez, Hiram J. Torres Montalvo; y la Presidenta, señora Elba A. Vallés Pérez; y constando haber estado debidamente excusados los señores Manuel E. Mena Berdecía y Víctor Parés Otero.

**CERTIFICO, ADEMÁS,** que todos los Legisladores Municipales fueron debidamente citados para la referida Sesión, en la forma que determina la Ley.

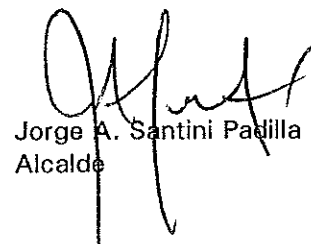
**Y PARA QUE ASÍ CONSTE,** y a los fines procedentes, expido la presente y hago estampar en las trece páginas de que consta la misma, el Gran Sello Oficial del Municipio de San Juan, Puerto Rico, el día 23 de julio de 2010.



Carmen M. Quiñones  
Secretaria  
Legislatura Municipal de San Juan

Aprobada:

5 de agosto de 2010



Jorge A. Santini Padilla  
Alcalde

ENYR

ASAMBLEA MUNICIPAL DE SAN JUAN  
 OFICINA SECRETARIA

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RECIBIDO POR: \_\_\_\_\_  
 FECHA: 10:53 AM

2010-DS \_\_\_\_\_

COMMONWEALTH OF PUERTO RICO  
DEPARTMENT OF HEALTH  
SAN JUAN, PUERTO RICO

AGREEMENT BETWEEN DEPARTMENT OF HEALTH OF PUERTO RICO AND  
MUNICIPALITY OF SAN JUAN ON ADMINISTERING HOUSING OPPORTUNITY  
FOR PERSONS WITH AIDS PROGRAM

In San Juan, Puerto Rico, on \_\_\_\_\_, 2010.

APPEARS

AS FIRST PARTY: THE DEPARTMENT OF HEALTH OF PUERTO RICO, represented herein by its Secretary, Hon. LORENZO GONZALEZ FELICIANO, of legal age, married, Psychiatrist, resident of SAN JUAN, Puerto Rico, or represented by the Deputy Secretary of Health, CONCEPCION QUINONES DE LONGO, of legal age and a resident of GUAYNABO, Puerto Rico, who appears in representation of the Secretary of Health and who is duly authorized to sign this agreement by delegation of the Secretary of Health dated August 18, 2009, in accordance with Law No. 81 of March 14, 1912, hereinafter referred to as the **FIRST PARTY**.

AS SECOND PARTY: THE MUNICIPALITY OF SAN JUAN, a government entity existing under Law Number 81 of August 30, 1991, as amended, known as the "Autonomous Municipalities Act of the Commonwealth of Puerto Rico", employer ID Number 690-66-0075, represented herein by its Mayor, Hon. JORGE A. SANTINI PADILLA, of legal age, married, Lawyer and resident of SAN JUAN, Puerto Rico, and/or his authorized representative hereinafter referred as the **SECOND PARTY**.

WITNESSETH THAT

WHEREAS, the Department of Health of the Commonwealth of Puerto Rico is a formula grantee under the U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS Program (HOPWA) authorized under the AIDS Housing Opportunity Act, 42 USC 12901 et seq., and the HOPWA program regulations, 24 CFR Part 574, which are incorporated into this Agreement.

WHEREAS, under section 574.500, HOPWA grantees are responsible for ensuring that grants are administered in accordance with the HOPWA regulations and other applicable laws.

WHEREAS, this responsibility cannot be delegated to project sponsors. Grantees may, however, provide HOPWA funds to project sponsors to carry out eligible activities.

WHEREAS, a "project sponsor" means any nonprofit organization or governmental housing agency that receives HOPWA funds from the grantee to carry out eligible activities identified in the approved grant application.

WHEREAS, the Municipality of San Juan will be a project sponsor of the Commonwealth for the purpose of carrying out HOPWA eligible activities, including activities related to administering HOPWA funds awarded by HUD to the Commonwealth.

WHEREAS, the Department of Health designated the Municipality of San Juan as a project sponsor to carry out eligible activities under the U.S. Department of Housing

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and Urban Development (HUD) Housing Opportunities for Persons with AIDS Program (HOPWA).

WHEREAS, the parties enter into this grantee project sponsor agreement to ensure that HOPWA funds subject to this agreement are used effectively and efficiently in accordance with HOPWA program regulations and other applicable laws.

NOW THEREFORE, based on the mutual covenants and representations herein contained, the appearing parties hereby agree as follows:

FIRST: The FIRST PARTY will:

A. Designate the Department of Housing and Community Development of the SECOND PARTY as the "project sponsor" for the HOPWA program of the FIRST PARTY to undertake activities on behalf of HOPWA eligible households throughout the Commonwealth;

B. Transfer to the SECOND PARTY the uncommitted funds from Program Years 2007 to 2009 (\$4,560,513.55): \$4,241,277.60 for eligible activities and \$319,235.95 for project sponsor's administrative costs;

C. Transfer to the SECOND PARTY the Fiscal Year 2010 HOPWA awarded to the FIRST PARTY. Up to three percent (3%) of the 2010 grant will be retained by the FIRST PARTY for its administrative expenses. The remaining balance, seven percent (7%), will be dedicated by SECOND PARTY for its administrative expenses. This transfer will be from the FIRST PARTY number account 272-0710000-081-2010-10PRH09F999.

D. Provide oversight of SECOND PARTY administration of HOPWA funds subject to this agreement to ensure that the funds are used in accordance with the HOPWA regulations and other applicable laws, and with HOPWA-related agreements entered into by the FIRST PARTY and HUD;

E. Provide such data and documents in its possession as the SECOND PARTY may need in preparing documents for submission to HUD or in otherwise administering the HOPWA funds subject to this agreement;

F. Carry out essential grantee functions involving actions to sign and transmit to HUD applications, consolidated plans, annual action plans, amendments, performance reports, and other documents relevant to the HOPWA program that are required by HUD, involving actions not otherwise delegated to the project sponsor;

G. Coordinate with the State Lead Agency (Office of the Commissioner of Municipal Affairs) the preparation of such applications, reports and other documents required by HUD;

H. Continue with the administration of the existing funds delegated to other project sponsors;

I. Be responsible for any contractual obligation related with awarded HOPWA funds prior to the delegation of the funds to the SECOND PARTY. The responsibility of the SECOND PARTY is limited to the fulfillment of the contractual obligations and in anyway the SECOND PARTY will be responsible for any previous contractual violation or breach of contract prior to the signing of this agreement.

The FIRST PARTY will submit to the SECOND PARTY all the necessary documentation for the payment of the costs incurred by "project sponsors" under the activities carried out before the transfer of the administration and for the administrative costs that will be incurred by the FIRST PARTY. The SECOND PARTY will draw down the funds to pay the FIRST PARTY.

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J. Be responsible for the implementation of pending corrective actions for findings detected during the period of administration prior to the delegation of the funds to the **SECOND PARTY**;

K. Be responsible for any finding and corrective actions that may arise as the result of the administration of the delegated funds to the **SECOND PARTY**; and

I. The **FIRST PARTY** in coordination with the **SECOND PARTY** will monitor activities carried out with funds made available under this agreement, according to a Plan, to ensure that the funds are being used effectively and efficiently to meet program objectives and that are being spent in accordance with the HOPWA regulations and other applicable laws.

**SECOND:** The **SECOND PARTY** will:

A. In the performance of work and provision of services under this agreement, the **SECOND PARTY** must comply with all applicable laws of the United States and Puerto Rico, and rules, regulations, orders and directives of their administrative agencies and the officers thereof;

B. Administer the uncommitted HOPWA funds from Fiscal Years 2007 to 2009 and the Fiscal Year 2010 HOPWA awarded to the Commonwealth. Up to three percent (3%) of the 2010 grant will be retained by the **FIRST PARTY** to cover the grantee's administrative expenses. The remaining balance, seven percent (7%) will be used by the **SECOND PARTY** for its administrative expenses;

The transfer of funds will be from the **FIRST PARTY** number account 272 -0710000-081-2010-10PRH09F999.

C. Serve as a "project sponsor" for the **FIRST PARTY** HOPWA Program and collaborate to deliver program support for eligible households throughout the Commonwealth;

D. Act on behalf of the **FIRST PARTY** in meeting the requirements described in the HOPWA Performance Grant Agreements signed by HUD and the Commonwealth for the fiscal years and grant numbers identified in the **THIRD** clause of this agreement;

E. Conduct a project selection process in a fair and open manner to ensure that activities chosen for HOPWA funding will meet urgent needs that are not being met by another available public and private resources;

F. Evaluate the proposals of projects or entities for eligible activities and award funds under written agreements with the selectees;

G. Set up HOPWA activities in HUD's Integrated Disbursement and Information System (IDIS), with funds disbursed directly to the same **SECOND PARTY** bank account as is used for HOPWA formula grants awarded by HUD directly to the **SECOND PARTY**;

H. Once the **FIRST PARTY** submits the appropriate documentation necessary to pay the costs incurred under the activities carried out before the transfer of the administration or its administrative expenses, **SECOND PARTY** will draw down the funds under these activities and pay the **FIRST PARTY** for these costs;

I. Account separately the HOPWA funds administers under this agreement from formula HOPWA funds that HUD awards directly to **SECOND PARTY**;

The **SECOND PARTY** will keep separate accounting records for the HOPWA funds awarded to the **FIRST PARTY** and transfer to the **SECOND PARTY** under this agreement. Also, the **SECOND PARTY** will have a financial management system that

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permits the tracing of the HOPWA funds awarded to the **FIRST PARTY** to a level of expenditure;

J. Prepare application amendments, including the establishment of public policy reports, and other documents required by HUD to the **FIRST PARTY**, including taking preliminary actions in undertaking citizen participation and consultation activities, developing HOPWA elements in housing and homeless needs assessments, related housing market analysis, annual action plans, performance reports and other actions to develop, implement, and evaluate activities under the Consolidated Plan and HOPWA program requirements;

K. Take the necessary steps in a timely manner to resolve and close findings arising from performance or compliance reviews conducted by HUD, the **FIRST PARTY**, Comptroller of Puerto Rico, or auditors in relation to the use and disbursement of funds made available under this agreement;

L. Submit to the **FIRST PARTY** such data and documents in its possession as the **FIRST PARTY** may need in preparing documents for submission to HUD or in otherwise administering the HOPWA funds subject to this agreement;

M. Monitor activities carried out with funds made available under this agreement, according to a Plan, to ensure the funds are being used effectively and efficiently to meet program objectives and that they are being spent in accordance with the HOPWA regulations and other applicable laws; and

N. For the uncommitted funds from Program Years 2007 to 2009 the Second Party shall have the term of three years to spend the funds.

**THIRD: APPLICABLE HOPWA FUNDS**

This agreement applies to the following uncommitted HOPWA funds awarded by HUD to the Department of Health of Puerto Rico (**FIRST PARTY**):

A. Uncommitted funds from Fiscal Year Grants 2007 to 2009: **\$4,560,513.55**

- a. \$319,235.95 for project sponsor's administrative costs.
- b. \$4,241,277.60 for eligible activities

B. Fiscal Year 2010 HOPWA Grant: **\$1,825,260.00**

- a. \$54,757.80 for grantee's administrative costs.
- b. \$123,935.15 for project sponsor's administrative costs.
- c. \$1,646,567.05 for eligible activities.

**FOURTH: SPECIAL CONDITIONS AND RESPONSIBILITIES**

Each party will provide services in accordance with AIDS Housing Opportunity Act, 42 U.S.C. 12901 et seq., 24 C.F.R. part 574. Each party will ensure that eligibility for services received will be determined at intake by:

- 1) Proof of HIV positively based on a serologic test; and
- 2) Proof that individual or family income does not exceed the low income for the area as determined by the United States Department of Housing and Urban Development. Services may not be rendered if the residents do not meet these criteria.

In addition, no employee, agent, consultant, officer, or elected or appointed official of the grantee, or projects sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities,

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may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

Both parties and/or any sub-contractor shall not transfer a client record to another entity or person without written consent from the client, or someone authorized to act on his or her behalf.

**FIFTH:** In compliance with the HOPWA Grant and code of federal regulations, each party agrees to comply with the following:

- Fair Housing Act (42 U.S.C., 3601-19) and its implementing regulations at 24 CFR part 100;
- Executive Order 11063 and implementing regulations at 24 CFR part 107;
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24CFR pat 1;
- Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146;
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701 (u)], (Employment opportunities for lower income persons in connection with assisted projects);
- Executive orders 11625, 12432, and 12138;
- Fair Housing Act and section 504, and implementing regulations [42 U.S.C. 3604(f)] and 24 CFR 1000.203-100.205; 29 U.S.C. 794 and 24 CFR part 8;
- Sections 5151-5180 of the Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR part 24, subpart F; and
- 24 CFR part 574.300 (c) (Limitations of assistance to primarily religious organizations).

**SIXTH:** Each party will appoint an official contact to coordinate the activities covered by this agreement. The initial appointees are:

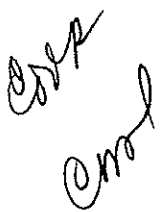
For the **FIRST PARTY:**

María Amaro,  
HOPWA Coordinator,  
Puerto Rico Department of Health  
PO Box 70184  
San Juan, Puerto Rico 00936-8184  
(787) 274-5500



For the **SECOND PARTY:**

Marcos A. Molina,  
Manager, Section 8 and HOPWA Programs  
PO Box 362138  
San Juan, Puerto Rico 00936-2138  
(787) 480-5642



**SEVENTH: NOTICES**

All notices, requests, demands and other communications relating to this agreement must be in writing and shall be deemed to have been duly given upon personal delivery. Notices shall be addressed as follows:

If to the **FIRST PARTY**:

Dr. Lorenzo González Feliciano  
Secretary of Health of Puerto Rico  
PO Box 70184  
San Juan, Puerto Rico 00936-8184 or,

(Local address)  
Puerto Rico Department of Health  
Antiguo Hospital de Psiquiatría, Centro Médico  
Edificio A,  
Río-Piedras, Puerto Rico

If to the **SECOND PARTY**:

Hon. Jorge A. Santini Padilla  
Mayor  
Municipality of San Juan  
PO Box 362138  
San Juan, Puerto Rico 00936-2138

**EIGHTH: REPORTS:** The **SECOND PARTY** must submit all reports requested by the **FIRST PARTY** or its authorized representative concerning the services it is pledged to provide under the terms of this agreement.

**NINTH: NEGLIGENCE OR ABANDONMENT:** The negligent fulfillment of its duties or its abandonment by the **SECOND PARTY** will be considered an infringement of this contract and shall be considered sufficient cause for the **FIRST PARTY** to rescind it immediately, without submitting to the resolution, while simultaneously being released from any obligations and responsibilities under this agreement.

**TENTH: DISCRIMINATION:** The **SECOND PARTY** pledges to abstain from discriminatory practices in the provision of his roles and responsibilities for reasons of a political or religious nature, race, origin, social status, sex, age, nationality, as well as physical or mental limitations.

**ELEVENTH: VALIDITY AND DURATION:** This contract will be in force after being signed by the **FIRST PARTY** and **SECOND PARTY** and will be in force until there available funds.

**TWELFTH: INVALIDATION:** This contract may be nullified by any of the **PARTIES**, before its expiration, by means of a written notification sent to the **OTHER PARTY** thirty (30) before its expiration date, without any of the **PARTIES** incurring in any liability.

**THIRTEENTH: INTERPRETATION**

This agreement will be subject to the Laws and Regulations of the Commonwealth of Puerto Rico and Federal Laws and will be interpreted accordingly.

**FOURTEENTH: SEPARABILITY**

If any court, legislature or governmental agency, for any reason, deems one or more of the provisions of this agreement, in whole or in part, invalid, void, illegal or unenforceable, the remaining provisions of this agreement will be unaffected and remain in full force and effect.

*Handwritten initials:*  
JM  
B...  
OMP

**FIFTEENTH: UNTRANSFERABILITY:** The services to be provided by the **SECOND PARTY** shall be untransferable. Their delegation to other parties will be cause enough for the revocation of this contract. The unfulfillment of this clause will make the **SECOND PARTY** responsible for any damage or detriment that might be caused to the **FIRST PARTY**, be they direct or indirect.

**SIXTEENTH: AUDITS:** The **SECOND PARTY** consent to the audits that the **FIRST PARTY** and the Office of the Comptroller of Puerto Rico may deem necessary and, accordingly, it must:

1. Maintain available at all times, for examination by the **FIRST PARTY** or the Office of the Comptroller of Puerto Rico, all the files, documents, books and data pertaining to all matters covered by this contract.

2. Preserve all files and any other document pertaining to this agreement for a period of five (5) years after the expiration of this contract. If an audit has been started and it has not been completed at the end of the five (5) years, the files must be preserved until the final results of the audit are issued.

**SEVENTEENTH: AMENDMENT, MODIFICATION, AND TERMINATION**

This agreement may be amended or modified only by written and mutual agreement of the parties. Either party may terminate it by providing written notice to the other party. The termination shall be effective thirty (30) calendar days following notice, unless a later date is set forth.

**EIGHTEENTH: EFFECTIVE DATE**

This agreement becomes effective since the signing of the **FIRST PARTY** and **SECOND PARTY** to June 30, 2013.

IN WITNESS WHEREOF, the parties have executed this contract in San Juan, Puerto Rico, on \_\_\_\_\_, 2010.

\_\_\_\_\_  
**FIRST PARTY**  
Lorenzo González Feliciano  
or/its representative  
Department of Health

\_\_\_\_\_  
**SECOND PARTY**  
Jorge A. Santini Padilla  
or/its representative  
Municipality of San Juan

*Handwritten initials: JMF*

*Handwritten notes: BOM, Enrol*