

**AMENDMENT TO  
PROFESSIONAL EMERGENCY STAFFING SERVICES  
AGREEMENT**

**STATE OF TEXAS           §  
COUNTY OF BEXAR       §**

This Amendment to the Professional Emergency Staffing Services Agreement, is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, acting by and through its City Manager or designee, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on \_\_\_\_\_, 2024 and Angel Staffing, Inc. ("Contractor"), referred to collectively herein as the "Parties" or singularly as "Party."

**WHEREAS**, the City of San Antonio Metropolitan Health District ("Metro Health") issued a request for proposals (RFP) for temporary employment agencies to provide medical and nonmedical staff in the event of a public health emergency. An "Emergency" means an event or series of events that require Metro Health's response to a public health need including evacuation, sheltering, or public health emergency; and

**WHEREAS**, Contractor submitted a response to said RFP and the City executed a Professional Emergency Staffing Services Agreement (hereafter the "Agreement") with Contractor pursuant to Ordinance No. 2022-03-03-0151 to provide trained, medical and nonmedical professional personnel to be deployed to provide professional services during a disaster, emergency or public health event to be deployed at various sites identified by Metro Health; and

**WHEREAS**, the Agreement provided for a term beginning September 1, 2022 and ending August 31, 2024 with the option to renew for three additional one-year terms; and

**WHEREAS**, the City has received additional grant funds from the federal government through the Department of Health and Human Services' Centers for Disease Control and Prevention made available under the Immunization Cooperative Agreement Grant and the Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response Immunization Cooperative Agreement Grant; and

**WHEREAS**, the additional grant funding will allow the City to increase its capacity to continue to support vaccination activities and clinic workflow during peak seasons; and

**WHEREAS**, the Parties seek to amend the Agreement to extend the initial term through August 31, 2025 and amend the Agreement to increase the total compensation of the Agreement during the initial term to three million dollars; and

**WHEREAS**, the Parties now wish to amend the Agreement to extend the Agreement through August 31, 2025 and to amend the Agreement to increase the total compensation of the Agreement during the initial term period of September 1, 2022 through August 31, 2025 to three million dollars for additional services in order to provide medical and nonmedical personnel to fill staffing positions and respond in a surge capacity need to an all-hazard event; **NOW, IN ACCORDANCE THEREWITH**, the Parties agree as follows:

## I. AMENDMENTS

A. Article II. Term, section 2.1, of the Agreement is hereby amended to extend the initial term through August 31, 2025 and read as follows:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on September 1, 2022 and terminate on August 31, 2025. The City shall have the option to renew for up to two (2) additional one (1) year terms on the same terms and conditions consistent with the renewal compensation amount set out in section 4.1. Renewals shall be in writing and signed by the Director of Metro Health without further action by the San Antonio City Council.

B. Article IV. Compensation to Contractor, section 4.1, of the Agreement is hereby amended to increase the total compensation during the initial term extended through August 31, 2025 to three million dollars and read as follows:

4.1 In consideration of City's promise to pay and perform as set forth herein, and in consideration of Contractor's promises to perform under this Agreement herein, the Parties have agreed to the terms herein. Specifically, City agrees to pay Contractor an amount not to exceed THREE MILLION DOLLARS AND NO/100THS DOLLARS (\$3,000,000.00) consistent with the hourly rates per title as set out in the table below. If this Agreement is renewed, during a one (1) year renewal period City agrees to pay Contractor an amount not to exceed NINETYTHREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100THS (\$93,750.00) consistent with the hourly rates per title set out in the following table:

C. Article VI. Records Retention and Confidentiality, of the Agreement is hereby amended to add section 6.7 as follows:

6.7 S.B. 943 - Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Contractor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this contract. Contractor agrees that the contract can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

D. Article XVII. Compliance, section 17.2, of the Agreement is hereby amended to add **Attachment III** attached hereto and incorporated herein for all purposes and read as follows:

17.2 In addition, if Contractor received federal grant funds through this contract Contractor agrees that: it will comply with applicable terms and conditions associated with said funds as directed by the federal entity, City or as required in this Agreement, including but not limited to, 2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards incorporated herein by reference and adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. Contractor agrees to

comply with all terms, conditions and certifications associated with said funds as directed by the funding agency, City and as required in this Agreement and as set out in **Attachment III** and below:

## **II. PROVISIONS REMAIN IN EFFECT**

All other terms, conditions, covenants and provisions of the Agreement, not specifically mentioned hereinor revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full forcein effect for the duration of said Agreement, and any renewals thereof.

## **III. ENTIRE AGREEMENT**

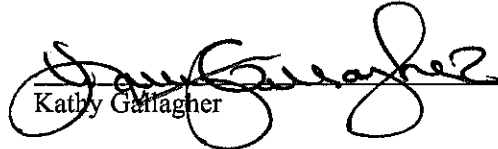
This Agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein.

**EXECUTED** and **AGREED** to as of the dates indicated below.

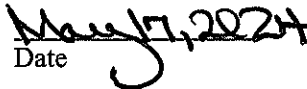
**CITY OF SAN ANTONIO**

**ANGEL STAFFING, INC.**

\_\_\_\_\_  
Claude A. Jacob, DrPH, MPH  
Health Director  
San Antonio Metropolitan Health District

  
Kathy Gallagher

\_\_\_\_\_  
Date

  
Date

Approved as to Form:

\_\_\_\_\_  
Andrew Segovia  
City Attorney

**DEFINITIONS**

"Project or Program" shall mean the general scope of services of this Agreement as well as the overall objectives and goal of the City's Immunization Cooperative Agreement Grant and the Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response.

"Immunization Cooperative Agreement Grant" shall mean the U.S. Department of Health and Human Services' (HHS), Centers for Disease Control and Prevention Grant (CDC Grant) which provides funding for this Agreement (FAIN: NH23IP922584, Assistance Listing Number 93.268).

"Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response Immunization Cooperative Agreement Grant" shall mean the U.S. Department of Health and Human Services' (HHS), Centers for Disease Control and Prevention Grant (CDC Grant) which provides funding for this Agreement (FAIN: NH90TP922204, Assistance Listing Number (93.354).

**GRANT FUNDING**

CONTRACTOR further agrees and understands that during the period of September 1, 2022, through August 31, 2025, the City expects to pay obligations of this Agreement from CDC Grant funding. Accordingly, if funding is not received by City in a sufficient amount to pay any of City's obligations under the terms of this Agreement, then this Agreement will terminate and neither City nor CONTRACTOR will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement. CONTRACTOR agrees to provide any and all documentation required for inclusion in any report required by the CDC Grant Program or funding agency and comply with the terms and conditions set out herein for all purposes. CONTRACTOR will comply with all rules, regulations, policies and procedures applicable to these funds. In the event of a conflict between CDC Grant requirements and other terms in this Agreement, CDC Grant requirements shall control.

**AUDIT**

If CONTRACTOR expends \$750,000.00 or more of funds provided under this Agreement, or cumulative funds provided by or through City, then during the term of this Agreement, CONTRACTOR shall have completed an independent audit of its financial statements performed within a period not to exceed one hundred twenty (120) days immediately succeeding the end of CONTRACTOR's fiscal year, expiration or early termination of this Agreement, whichever is earlier. CONTRACTOR understands and agrees to furnish Metro Health a copy of the audit report within a period not to exceed twenty (20) 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 Metro Health by CONTRACTOR within twenty (20) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

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 20 calendar days of written notification regarding the need for reimbursement.

CONTRACTOR agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of 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 Metro Health within a period of ten (10) business days upon CONTRACTOR's receipt of the report.

If CONTRACTOR expends less than \$750,000.00 of funds provided by or through the City, then during the term of this Agreement, the CONTRACTOR shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of CONTRACTOR's fiscal year or termination of this Agreement, 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.

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

The City reserves the right to conduct or cause to be conducted an audit or review of all funds received under this Agreement 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 acknowledges that this provision shall not limit the City from additional follow-up to audits or reviews, as necessary, or from investigating items of concern that may be brought to the City's attention which are other than routine.

CONTRACTOR shall during normal business hours make available to City and/or the applicable state or federal governing agency or any other auditing entity, the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement 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 Agreement. Said records shall be maintained for the required period beginning immediately after Agreement termination, save and except there is litigation or if the audit report covering such agreement has not been accepted, then 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 Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

The City may, in its sole and absolute discretion, require 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 Agreement, and CONTRACTOR shall abide by such requirements.

When an audit or examination determines that CONTRACTOR has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, 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, CONTRACTOR will immediately refund such amount to the City no later than ten (10) business days from the date of notification of such disapproval or disallowance by the City. At its sole option, Metro Health 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) business 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 check, cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, CONTRACTOR is forbidden from reducing Project expenditures and CONTRACTOR must use its own funds to maintain the Project.

CONTRACTOR agrees and understands that all expenses, fees, fines and penalties associated with the collection of delinquent debts owed by CONTRACTOR shall be the sole responsibility of CONTRACTOR and shall not be paid from any Project funds received by CONTRACTOR under this Agreement.

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 CONTRACTOR pay for such audit from non-City resources.

#### **ADMINISTRATION OF AGREEMENT AND RESTRICTIONS ON USE OF FUNDS**

CONTRACTOR agrees to comply with all applicable terms and conditions consistent with the City's CDC Projects.

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 Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of Metro Health, as representatives of the City and the Parties ultimately responsible for all matters of compliance with the CDC Grant funding and City rules and regulations, shall have the final authority to render or secure an interpretation.

CONTRACTOR shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director of Metro Health.

Unless otherwise stated herein, within a period not to exceed thirty (30) calendar days after the expiration, or early termination, date of the Agreement, CONTRACTOR shall submit all required deliverables to City. CONTRACTOR understands and agrees that in conjunction with the submission of the final report, CONTRACTOR shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R §75, as applicable, whichever is longer. Notwithstanding the foregoing, CONTRACTOR shall maintain all Agreement and related documents for no less than three (3) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the three (3) year period, CONTRACTOR agrees to maintain the records until the end of the audit, litigation, or other action is completed, whichever is later.

CONTRACTOR shall make available to City, the State, funding agency or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to CONTRACTOR's facility and to CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. CONTRACTOR shall, upon request, transfer certain records to the custody of City or the State, or funding agency when City, or State or funding agency determines that the records possess long-term retention value.

Metro Health is assigned monitoring, fiscal control, and evaluation of certain projects funded by the City with general, state or federal funds, including the Project covered by this Agreement. Therefore, CONTRACTOR agrees to permit City and/or State and/or the federal funding agency to evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement and to assess CONTRACTOR's compliance with applicable legal and programmatic requirements. At such times and in such form as may be required by Metro Health, CONTRACTOR shall furnish to Metro Health and the grantor of the funds, if applicable, such statements, reports, records, data, all policies and procedures and information as may be requested by Metro Health and

shall permit the City and grantor of the funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. CONTRACTOR agrees that the failure of the City to monitor, evaluate, or provide guidance and direction shall not relieve the CONTRACTOR of any liability to the City for failure to comply with the terms of the Project or the terms of this Agreement.

City may, at its discretion, conduct periodic, announced monitoring visits to ensure program and administrative compliance with this Agreement and Project goals and objectives. City reserves the right to make unannounced visits to CONTRACTOR, or CONTRACTOR subcontractor, sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery.

City agrees that it will present the findings of any such review to CONTRACTOR in a timely manner and will attempt to convey information of Program strengths and weaknesses and assist with Program improvement.

Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information requested by Metro Health shall be submitted by CONTRACTOR to City within five (5) working days of the request. The Parties agree that a shorter time frame may be necessary for response in the case of the single audit and shall cooperate to meet deadlines necessary to comply with the single audit requirements. In the event that CONTRACTOR fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, the City may, upon reasonable notice, suspend reimbursements to CONTRACTOR until such reports are delivered to City. Furthermore, CONTRACTOR ensures that all information contained in all required reports or information submitted to City is accurate.

Unless disclosure is authorized by the City, 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, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. 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 Metro Health 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, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with CONTRACTOR's employees and subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit the funding agency's, State's or the City's authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, CONTRACTOR shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

In addition, CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the HHS funding agency or City designates as sensitive or the City considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

**Prohibited Political Activity.** CONTRACTOR agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.

CONTRACTOR agrees that no funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.

The prohibitions set forth above include, but are not limited to, the following:

- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
- (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
- (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
- (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

To ensure that the above policies are complied with, CONTRACTOR shall provide every member of its personnel paid out of Agreement funds with a statement provided by CONTRACTOR of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to Metro Health. CONTRACTOR shall list the name and number of a contact person from Metro Health on the statement that CONTRACTOR's personnel can call to report said violations.

CONTRACTOR agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to CONTRACTOR under this Agreement may, at the City's discretion, be withheld until the situation is resolved, or the appropriate member of CONTRACTOR's personnel is terminated.

The above shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, CONTRACTOR and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with Agreement funds.

Adversarial proceedings. Except in circumstances where the following is in conflict with federal law or regulations pertaining to these funds, CONTRACTOR agrees to comply with the following special provisions,

- (A) Under no circumstances will the funds received under this Agreement 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 proceeding against the City remains unresolved.

## **COMPLIANCE**



CONTRACTOR shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations including, as applicable, policies, and CDC General Terms and Conditions for Non-research awards at [https://www.cdc.gov/grants/federal-regulations\\_policies/index.html](https://www.cdc.gov/grants/federal-regulations_policies/index.html), grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (GPS), available at: <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgpsl07.pdf>, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards at 45 C.F.R. Part 75, requirements imposed by-program statutes and regulations, Executive Orders and HHS grant administration regulations, as applicable; and any requirements or limitations in any applicable appropriations acts.

CONTRACTOR acknowledges that funds for this Agreement are provided by a federal entity. As such, CONTRACTOR agrees to comply with applicable terms and conditions associated with said funds as directed by the federal entity, City or as required in this Agreement, including but not limited to: 2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards incorporated herein by reference. CONTRACTOR must adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to CONTRACTOR hereunder originated. CONTRACTOR agrees to comply with all terms and conditions associated with said funds as directed by the funding agency, City and as required in this Agreement to include provisions and certifications set out below:

a. Clean Air Act and the Federal Water Pollution Control Act

CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. CONTRACTOR agrees to report each violation to City and understands that City will, in turn, report each violation as required to the federal agency providing funds for this Agreement and the appropriate EPA Regional Office. CONTRACTOR agrees to include these requirements in each subcontract to this Agreement exceeding \$150,000 financed in whole or in part with federal funds.

b. Debarment and Suspension

CONTRACTOR is required to verify that neither the CONTRACTOR nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively.

The CONTRACTOR is required to comply with 2 CFR Part 180, Subpart C and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

By signing this Agreement, CONTRACTOR certifies that:

Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program; and

CONTRACTOR shall provide immediate written notice to City if, at any time during the term of this Agreement, including any renewals hereof, CONTRACTOR learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONTRACTOR agrees to comply with the requirements of 2 CFR Part 180, Subpart C while this offer is valid and throughout the period of

any contract that may arise from this Agreement CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

c. Procurement of Recovered Materials

CONTRACTOR and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONTRACTOR agrees to include within its subcontracts a requirement that its subcontractors comply with this provision.

**REQUIRED DISCLOSURES FOR FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIS)**

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services  
Wayne Woods, Grants Management Specialist Centers for Disease Control and Prevention Branch 1  
2939 Flowers Road, MS-TV-2 Atlanta, GA 30341  
Email: [kuv1@cdc.gov](mailto:kuv1@cdc.gov) (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services Office of the Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator 3301 Independence Avenue, SW Cohen Building, Room 5527 Washington, DC 20201  
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))