

**STATE OF TEXAS \* EARLY HEAD START AGREEMENT  
FOR EDUCATION SERVICES  
COUNTY OF BEXAR \* BETWEEN THE CITY OF SAN ANTONIO  
& THE  
CITY OF SAN ANTONIO \* BLESSED SACRAMENT ACADEMY CHILD DEVELOPMENT CENTER**

This Agreement between the City of San Antonio (“City”), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance No. 2024-\_\_\_\_\_ dated \_\_\_\_\_, 2024, and the Blessed Sacrament Academy Child Development Center (“CENTER” or “Center”), (collectively, "the Parties") sets forth the objectives, understandings, and agreements between the Parties in connection with the use of federal grant funds for the City’s Early Head Start program.

**WITNESSETH:**

WHEREAS, City has received a grant (“Grant”) from the U.S. Department of Health and Human Services ("HHS") Administration for Children and Families ("ACF") pursuant to the Head Start Act (42 U.S.C. §9831 *et seq.*, as amended) for the purpose of providing Early Head Start (EHS) services to children and families in the San Antonio Independent School District (“service area”); and

WHEREAS, the Department of Human Services (“DHS”) is authorized by the City to execute this Agreement with CENTER to provide Early Head Start (“EHS”) services to children from six weeks of age to three years old and their families in the service area (the EHS “project,” “program” or “Program”); and

WHEREAS, CENTER is appropriately licensed and qualified, to enter into this Agreement with City and agrees to deliver the services described in accordance with applicable Head Start Performance Standards and other federal, state and local requirements;

NOW THEREFORE, City and CENTER agree as follows:

**I. SCOPE OF WORK**

- 1.1 CENTER will provide all activities and services in a manner satisfactory to City and in compliance with CENTER’s Scope of Work (*Attachment I*), in this Agreement, and the Terms of the Grant (as defined below). If the terms of this Agreement are inconsistent or in conflict with the Terms of the Grant, the terms imposing the most stringent requirements upon CENTER will control.
- 1.2 In the event that CENTER is not able to provide the services for a reason grossly outside of CENTER’s control, such as a public declaration of emergency or disaster, CENTER must alert DHS immediately, and City will determine if and what alternative services are required. CENTER may propose alterations, but the final service delivery plan must receive City’s approval in writing.
- 1.3 For purposes of this Agreement, the terms listed below will have the following meanings:
  - (A) “Allowable Costs” are 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.
  - (B) “Business day” means every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by either party for employees.
  - (C) “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 so as to assure the provided Grant funds do not subsidize other program(s), and ensures that City is paying only its fair share of the costs solely devoted to the Project or funded pursuant to this Agreement.

- (D) “Equipment” and “property” means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, and includes not only furniture and other durable property but also vehicles, although will not include supplies and consumables.
  - (E) “Program Budget Year”, “PBY” or “Budget Period” means the budget term for the grant(s) that comprise the funding source(s) for this Agreement.
  - (F) “Program Income” means earnings of CENTER realized from activities resulting from this Agreement or from CENTER’s management of funding provided or received hereunder. Such earnings include, but are not limited to, interest income; usage or rental/lease fees; income produced from Agreement-supported services of individuals or employees or from the use of equipment or facilities of CENTER provided as a result of this Agreement; and if applicable, payments from clients or third parties for services rendered by CENTER pursuant to this Agreement.
  - (G) “Relevant HHS directives” means written directives of HHS or its subdivision, including the ACF, Head Start Bureau, Program Operations Division and ACF Region VI, including any updates.
  - (H) “Terms of the Grant” means all requirements of the Grant, whether contained in the Head Start Act, as amended by the Improving Head Start for School Readiness Act of 2007 (42 U.S.C. §9831, *et seq.*), or other applicable statutes, implementing regulations (e.g., 45 C.F.R. §1301 *et seq.* (the “Head Start Performance Standards” or “Performance Standards”) and 45 C.F.R. Part 75, as amended), rules, Executive Orders, the award document from HHS to City, Relevant HHS Directives,, including, but not limited to circulars, Program Instructions, Information Memorandums and Policy Clarifications, City’s policies and procedures and the program design manual applicable to the Head Start Program, as such requirements exist as of the date of this Agreement and as such requirements may be established or modified (by amendment, deletion, addition or otherwise) during the period of the Agreement.
- 1.4 CENTER will establish and implement policies and procedures governing personnel, financial management, and programmatic management, as specified more fully in 45 C.F.R Parts 1301 *et seq.*, and/or 45 C.F.R. Part 75. Such policies and procedures must be consistent with the Terms of the Grant, the policies and procedures approved by City’s Head Start Policy Council (HSPC) and Governing Body, and content area service plans.
- 1.5 City retains the authority to contract with third parties for the delivery of other Head Start services in the San Antonio and Bexar County area. CENTER agrees to allow City’s other such contractors access to the facilities leased and/or owned by CENTER, so long as access would not cause disruption of CENTER’s activities. CENTER agrees to cooperate with City and third-party Head Start contractors to establish, modify, and comply with a set of policies and procedures governing City’s Head Start Program and the protocol for collaboration between Head Start service providers. CENTER agrees that, notwithstanding the fact that another Head Start service provider under City’s Head Start Program may be contracted to provide a category of service, CENTER, under the leadership of its Early Childhood Education Director , will be responsible to coordinate with Head Start service providers and work with City to ensure provision of full array of services to which the children are entitled under the Terms of the Grant.

## II. TERM

- 2.1 Except as otherwise provided, this Agreement will begin on August 1, 2024, and will terminate on January 31, 2029, for the 2024-29 Grant’s project period.
- 2.2 CENTER understands this Agreement is contingent on the continued award of the Grant, and that should the award be reduced or discontinued, this Agreement may be amended or terminated accordingly. City would promptly notify CENTER of any such action.

### III. CONSIDERATION

- 3.1 CENTER agrees and understands that funds are awarded only for each budget year (“budget period”) of the EHS project period. In consideration of CENTER’s services, City will reimburse CENTER a total amount not to exceed:

\$ 336,909 ("the Federal Share")

for each budget period of this Agreement (i.e. February 1 – January 31) for costs incurred in accordance with this Agreement, including all attachments, and any amendments thereto.

For the first budget period, ending January 31, 2025,

City will reimburse Center a total prorated amount not to exceed:

\$ 112,303;

City will also provide Center one-time implementation costs in an amount not to exceed:

\$ 149,737.

Non-Federal Share. CENTER’s Program Budget (*Attachment II*) is comprised of the Federal Share and the Non-Federal Share. The Federal Share will be no more than 75% of the total Program Budget. Should CENTER fail to raise all of the Non-Federal Share funds (25% of the total Program Budget, or the

\$ 36,575 for the prorated budget period and

\$ 112,303 for each budget period thereafter)

it is required to raise for each budget period of this Agreement, City reserves the right to reduce its reimbursements to CENTER proportionately. For instance, if CENTER succeeds in raising only fifty percent (50%) of its required Non-Federal Share funds, City may accordingly reduce its reimbursements to CENTER to fifty percent (50%) of City's total obligation to CENTER. CENTER may provide additional Non-Federal Share funds if CENTER, in its discretion, determines such funds are available. To meet the requirements of this Agreement, all claimed Non-Federal Share must meet the requirements of 2 C.F.R. 200 et seq. and 45 C.F.R. § 75.306, as applicable.

- 3.2 Prior to commencement of this Agreement, and to each budget period thereafter, CENTER must submit for City approval, CENTER’s proposed monthly budget by line item for that entire budget period and, along with its Program Budget, include detail by category. Until City receives and approves the initial proposed monthly budget for that budget period, City reserves the right to redirect CENTER’s proposed funding under this Agreement. City will notify CENTER of the amount redirected and revised Agreement funding. Additionally, at the start of each budget period and throughout the Term of this Agreement when requested by City, CENTER will submit for City review quarterly forecasts of the projected expenses for each month remaining in that budget period. CENTER's budgeted development and administrative costs (as defined by 45 C.F.R. Part 1305) may not exceed twelve percent (12%) of the Program Budget unless the total Program Budget is modified in accordance with this Agreement, in which case the amount will be reduced proportionately unless the Parties otherwise agree.
- 3.3 Approval required. CENTER must seek and obtain City's prior written approval 30 calendar days before making budget modifications. City may make exceptions to the 30-day notice requirement on a case-by-case basis, but CENTER must make a request in writing and be accompanied by a justification for the change and indicate which lines items are affected by such change.
- 3.4 Funding reduction. CENTER understands and agrees that should CENTER fail to meet or maintain (for a 120-day period) its funded enrollment level as set forth in the Scope of Work, DHS may (i) reduce CENTER's funding by an amount equal to the difference between funded and actual enrollment or (ii) permanently reassign any unfilled slots to an alternate education service provider.

3.5 The funding level of this Agreement is based on an allocation from the following funding sources:

U.S. Department of Health and Human Services (HHS) – Head Start Funds Assistance Listing # 93.600.

Consequently, CENTER agrees to comply with the Terms of the Grant and Relevant HHS Directives, and with the Special Provisions, attached to and included in this Agreement as **Attachment III**.

#### IV. PAYMENT

4.1 CENTER agrees that this is a cost reimbursement contract and that City’s liability under this Agreement is limited to making reimbursements for Allowable Costs incurred as a direct result of services provided in accordance with the terms of this Agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budget line items described in **Attachment II** of this Agreement, except in cases where (a) the budget for that budget period remains the same, a subsequent budget revision has been approved in accordance with the procedure set forth in Section 3.3 (“budget revision”), or (b) there is an increase or decrease to the budget for that budget period, an amendment has been approved pursuant to Section 24.1 of this Agreement (“budget amendment”). Approved budget revisions and amendments must be signed by the Director of DHS and modify the Budget(s) attached hereto, and in such cases CENTER’s requested reimbursed costs must be consistent with the last revised, approved budget for that budget period. Approved budget revisions and amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Agreement to the budget will mean the budget as revised through approved budget revisions or amendments.

(A) Revision Requests. Budget revision requests must be submitted in advance of anticipated expense(s). City will not accept budget revision requests submitted later than 30 days prior to the end of the budget period (e.g., December 31), unless CENTER requests a reasonable extension before that date, which request will not be unreasonably denied by City.

(B) Disallowed Costs. City will not be liable for any cost of CENTER not eligible for reimbursement as defined within the Agreement. CENTER will remit to City within ten (10) CENTER business days after City makes the request for remittance or City may offset against future funding obligations by City.

(C) Periodic Review. City will conduct periodic reviews of CENTER’s program expenditures to determine whether CENTER is on pace to utilize program funds received. If City determines CENTER is not on pace, City may request CENTER to submit plans, within 10 days, to reinvest any unspent funds on improvements to program quality.

4.2 Advance Payments. If specific circumstances require an advance payment on this Agreement, CENTER must submit to the Director of DHS a written request for approval of such advance payment, including the specific reason for such request in the form prescribed by City. CENTER understands that City will not be obligated to approve any advances request. It is understood and agreed by the Parties that (a) each request requires submission to the Director of DHS no less than ten (10) CENTER business days prior to the actual ostensible cash need, (b) each request will be considered by the Director of DHS on a case-by-case basis, and (c) the decision by the Director of DHS whether or not to approve an advance payment is final. When advance payments are authorized:

(A) CENTER’s payment to a vendor using funds advanced by City must be remitted to the vendors in a prompt and timely manner after services have been performed by the vendor, but not later than ten (10) business days after CENTER is notified that an advance payment check is available from City.

(B) CENTER must deposit Agreement funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC) and maintain recordkeeping in a manner that allows City to track expenditures made. In those situations where CENTER’s total deposits in said bank exceed the FDIC insurance limit, CENTER must arrange to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by CENTER from CENTER’s banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause CENTER’s account balance to exceed the FDIC limit must be

deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended.

- (C) City may deduct from monthly reimbursements amounts necessary to offset the amount advanced, considering factors such as projected Allowable Costs and other indicators such as CENTER's financial stability. CENTER will maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Requests for Payment. CENTER will submit to City no later than the forty-fifth (45<sup>th</sup>) day after the end of every month a monthly Request for Payment which City will pay within 30 calendar days of receipt, so long as the Request is in the form prescribed by City, which details the specific costs (by category and by program account number) CENTER expensed in the previous month for the services delivered as described in Article I, including supporting documentation of the costs as may be required by City. The Request for Payment must also specify the Program Income received or projected during the same time period, as well as the number of children enrolled for the same time period. The Director of DHS may require CENTER's submission of original or certified copies of invoices, cancelled checks, CENTER's general ledger and/or receipts to verify invoiced expenses.

4.4 Closeout. No later than the forty-fifth (45<sup>th</sup>) day after the end of each PBY (March 15), Agreement expiration, or date of early termination, if applicable, CENTER will submit to City a full accounting of the Program Income, Non-Federal Share funds received, and total program costs incurred, along with all Requests for Payment.

- (A) Overpayment. CENTER agrees to reimburse the City for any CENTER overpayment based upon reconciled adjustments resulting from CENTER's balance and/or Statement of Revenue and Expenditure sheet as of the end of that PBY, which is due to City no later than 45 days after the end of that PBY.

- (B) In addition, all purchase orders that have been encumbered by the end of that PBY must be received and paid within the same timeframe. These deadlines may be adjusted only if CENTER receives written authorization from City allowing CENTER to submit a Request for Payment at a later specified date.

- (C) Written Notification by City. Reimbursement will be made within twenty (20) calendar days of receipt of written notification to CENTER of the need for reimbursement.

4.5 CENTER agrees that City will not be obligated to any subcontractors or third-party beneficiaries of CENTER.

4.6 Financial Management System. CENTER must maintain, and City may review at any time during this Agreement, a financial management system, systems of internal accounting, administrative controls, and acceptable accounting records in accordance with this Agreement and applicable Head Start regulations and federal directives such as 2 C.F.R. 200 *et. seq.* 45 C.F.R. § 75.302 *et seq.*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and must provide:

- (A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Agreement. If accrual basis reports are required, CENTER will develop accrual data based on an analysis of the documentation available;

- (B) records that adequately identify the source and application of funds for City-sponsored activities. Such records will contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

- (C) effective control over and accountability for all funds, property, and other assets. CENTER must adequately safeguard all such assets and ensure that they are used solely for authorized purposes. CENTER will maintain a separate numbered account for all funds received and disbursed through this Agreement;

- (D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by City, financial information should be related to performance and unit cost data;

- (E) procedures to minimize the time elapsing between the transfer of funds from City and the disbursement of said funds by CENTER;
- (F) 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, and the terms of the award, Grant, and Agreement, with City;
- (G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). CENTER will maintain records and meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and
- (H) 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.

Additionally,, City may require CENTER to use any and all of City’s accounting or administrative procedures that are in conformity with Generally Accepted Accounting Principles for state account standards in Texas in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement. Should a conflict exist between the Parties’ accounting procedures, CENTER must use the stricter of the procedures.

- 4.7 CENTER agrees that CENTER costs or earnings claimed under this Agreement may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
- 4.8 Cost Allocation Plan. CENTER must establish and abide by a cost allocation methodology and plan, to ensure that costs allocated and charged to the Grant are not charged to other federal, state or local awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. CENTER will provide to City prior to the beginning of each budget period and on a quarterly basis (i) a matrix identifying the shared use of such facilities and/or program services; and (ii) the Cost Allocation Plan and supporting documentation, along with its Budget, financial statements and audit that are applicable to CENTER’s Project. City will have the right to approve the Cost Allocation Plan.

## V. PROGRAM INCOME

- 5.1 At the sole option of the Director of DHS, if CENTER obtains Program Income under this Agreement, CENTER will either (a) be required to return Program Income funds to City through DHS, or (b) upon prior written approval by the Director of DHS, CENTER may be permitted to retain such funds to be:
  - (A) used to further eligible Project objectives, in which case proposed expenditures must first be approved by City; or
  - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.

If the Director approves CENTER to retain Program Income, CENTER must submit all reports as and when required by DHS.

- 5.2 Notice & Statement of Expenditures. CENTER must (i) provide DHS with thirty (30) calendar days written notice detailing the type, time, and place of the activity prior to the activity that generates Program Income and (ii) submit, within thirty (30) calendar days of the activity that generates Program Income, a statement of expenditures and revenues, understanding the statement is subject to audit by DHS. Failure by CENTER to report Program Income as required is grounds for suspension, cancellation, or termination of this Agreement.
- 5.3 Fees or Donations. CENTER is prohibited from charging fees or soliciting donations and is prohibited from inviting or contracting with vendors who would charge fees or solicit donations from Head Start participants and their parents in any Agreement-funded project without the prior written approval of the Director of DHS.

However, CENTER may engage in general school activity that is not specifically targeted at Head Start families.

- 5.4 CENTER will include this entire Article in all of its subcontracts involving income-producing services or activities.

## VI. ADMINISTRATION OF THIS AGREEMENT

- 6.1 CENTER agrees to comply with all the terms and conditions that City must comply with in its award document from HHS (*Attachment IV*). The award document will be supplemented for each PBY, and these changes will be included automatically in Attachment IV.

- 6.2 City has Final Authority. Should any disagreement or dispute arise between the Parties 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 DHS, as representatives of City and ultimately responsible for all matters of compliance with HHS and City rules and regulations, will have the final authority to render or secure an interpretation.

- 6.3 CENTER will 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 DHS.

- 6.4 City will have the authority during normal business hours to make physical inspections of all operating facilities occupied by CENTER for the administration of this Agreement and to require physical safeguarding devices such as locks, alarms, security / surveillance systems, safes, fire extinguishers, sprinkler systems, etc. as reasonably necessary, to safeguard children, property and/or equipment.

- 6.5 CENTER's Board. CENTER will provide to DHS, and provide updates when changes occur, the following related to CENTER's governing body ("Board"), including but not be limited to:

- (A) Roster of current Board Members and updates (name, role, term, telephone number, and board e-mail address);
- (B) Annual schedule of anticipated board meetings;
- (C) Board agendas to be submitted prior to each meeting, CENTER's administration will attempt to notify City when a program item is anticipated to be placed on the agenda; and
- (D) Approved minutes of every Board meeting relating to the Program.

CENTER's Board will further:

- (A) ensure it is in full compliance with Head Start requirements regarding governance, management, and programmatic operations; and
  - (B) seek and obtain City's written approval before making any material revisions in CENTER's Head Start program that violates or conflicts with (1) City's refunding application to HHS, (2) the Terms of the Grant, (3) the terms of this Agreement or (4) the approved locations of CENTER's Head Start Centers.
- 6.6 Employee Integrity. If CENTER's Board and management staff has no Employee Integrity Policy, it must adopt and approve one, to include internal program management procedures, and require all staff to abide by it and HHS regulations to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These policies and procedures require repayment of such erroneously-received Grant funds or property by CENTER, or CENTER's contractor, and specify any other consequences to CENTER's employees and vendors involved in such illegal activities, and may include termination and prosecution where necessary. Said policies and procedures will be provided to DHS upon request by DHS. If DHS finds the policies and procedures to be lacking, CENTER will comply with DHS's **required** revision(s).

6.7 Confidential Information.

- (A) Unless disclosure is authorized by the City or is required by the Attorney General for the State of Texas, CENTER agrees to maintain in confidence all information pertaining to the Project or City including, without limitation, reports, information, data, other related information (collectively, “Confidential Information”) and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. CENTER must protect the Confidential Information and take all reasonable steps to prevent unauthorized disclosure, dissemination, or publication of the Confidential Information.
- (B) If disclosure is permitted by law or required by order of a governmental agency or court of competent jurisdiction, CENTER will give the Director of DHS prior written notice that disclosure is required with a full and complete description regarding such requirement.
- (C) CENTER must establish specific procedures designed to meet the obligations of this Section, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with CENTER’s employees and subcontractors prior to any disclosure of the Confidential Information to third parties. This Section may not be construed to limit the right of HHS or the City to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, CENTER will return to City upon request all copies of materials related to the Project, including the Confidential Information and subject to CENTER’s right to use Educational Records. All confidential obligations contained herein (including those pertaining to information transmitted orally) will survive the termination of this Agreement. The Parties agree to ensure that their respective employees, agents, contractors and subcontractors are notified of the requirement to comply with these obligations.

6.8 Check writing and Handling Procedures. CENTER agrees to comply with the following:

- (A) No blank checks are to be signed in advance.
- (B) Petty Cash. No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. CENTER agrees that the aggregate amount of petty cash reimbursement will not exceed \$500.00 for any given calendar month during the term of this Agreement unless CENTER receives prior written approval from DHS to exceed such limit. Such requests for petty cash must be supported by the submission to DHS of an original receipt.
- (C) Immediate Deposit. Checks issued by City to CENTER must be deposited into the appropriate bank account immediately or by the next CENTER business day after CENTER’s receipt, or City may investigate and issue a stop payment order and must never be cashed for purposes of receiving the face amount back.
- (D) Two Signatures. For checks other than petty cash reimbursement, CENTER will adopt and comply with a policy requiring no less than two (2) signatures of authorized representatives of CENTER on each check to reduce the risk of fraud, theft, or embezzlement. CENTER agrees that City’s reimbursement is subject to compliance with this provision.

6.9 Publicity. This Section is applicable to all project publicity, public presentations, signs, public notices, and other informational material, to include electronic media, (collectively, “Materials”) prepared and/or disseminated during the Term of the Agreement by CENTER. CENTER will obtain City’s prior approval of the language and logo to be used, and the Parties agree that all publicity regarding the affiliation between City and CENTER will be mutually agreed to by the Parties in advance. CENTER agrees that all Material(s) regarding the program shall provide a written statement acknowledging the role of the federal funds provided by HHS through City, which must read as follows: “The services provided by [CENTER] are funded by the City of San Antonio Department of Human Services through a federal grant received from the U.S. Department of Health and Human Services.” These Materials include, but are not limited to, signs identifying facilities. In addition, all publicity related to CENTER’s services must note services are operated on a non-discriminatory basis.

CENTER further agrees to provide City with a copy of all proposed official communications to the public, program parents and employees as it may relate to City’s implementation of City’s program model or the transition of the Program and to obtain City’s approval prior to dissemination.

6.10 Travel. CENTER will comply with the following regarding City-funded travel:

(A) Travel costs are allowable if:

1. they are approved in the budget;
2. supported by detailed documentation, for example, conference costs to include itineraries and documentation certifying conference attendance;
3. travel costs (including per diem rates) are do not exceed those allowed under the City's travel policies and conform to the reimbursement rates under the United States General Services Administration; and
4. transportation fares are at economy class rates.

(B) Mileage reimbursement rates must not exceed the City's policy for mileage reimbursement and must comply with IRS rules. To be eligible for mileage reimbursement, the employees must:

1. possess a valid Texas Driver's License and liability insurance as required by law; and
2. record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep the record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City.

CENTER shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the CENTER.

6.11 Facilities. All CENTER facilities at the approved sites will meet applicable federal, state, and local safety standards. CENTER will keep the facility, including campus and classroom furniture and equipment, kitchens, restrooms, and other areas utilized for Head Start services in good, clean, safe, and reasonable operating condition and repair, and in compliance with the HSPPS and any other direction received from HHS.

Upon commencement of this Agreement and upon request, CENTER will provide City an up-to-date copy of any leases or other agreements for facilities used to provide services to children enrolled in the Head Start program and funded pursuant to this Agreement. City will be allowed to inspect the facilities and the licensing and/or certification documents relating to the facility during CENTER's normal operating times If facilities are found to be out of compliance with Head Start Health and Safety standards, CENTER notify City via a monitoring report with photographs when possible, and

- (A) if an internal repair is necessary at any Head Start Centers/Campus, submit a work order request and address each problem within 10 CENTER business days from the time the need for repair is brought to the attention of CENTER;
- (B) if 10 days is not practicable, notify City in writing of the timeline for projected completion; and
- (C) follow up with City on all Health and Safety non-compliances immediately following the 10 CENTER business days for corrective actions to be completed and submit a follow-up report stating either completed or not completed.

6.12 Debarment.

(A) CENTER certifies that neither it nor its principals nor subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

(B) CENTER will provide immediate written notice to City, in accordance with the notice requirements of Article XXVI, if, at any time during the Term of this Agreement, including any renewals hereof, CENTER learns that its certification was erroneous when made or has since become erroneous.

6.13 Timeframe. In this Agreement, wherever CENTER is required to perform an action within a specified timeframe, CENTER may request additional time to perform. City will give CENTER's request due consideration whenever reasonably practicable, unless immediate compliance is required or needed.

## VII. AUDIT

- 7.1 If CENTER expends \$750,000 or more of City or federal dollars combined, whether provided under this Agreement or under multiple City contracts, then the CENTER must complete an independent audit and submit the audit report to [DHSHeadStartInvoices@sanantonio.gov](mailto:DHSHeadStartInvoices@sanantonio.gov) within the earlier of:
- (A) 30 calendar days after receipt of the auditor's report(s);
  - (B) 9 months after the end of CENTER's fiscal year; or
  - (C) 9 months after the expiration or early termination of this Agreement.

CENTER must furnish to DHS at [DHSHeadStartInvoices@sanantonio.gov](mailto:DHSHeadStartInvoices@sanantonio.gov) a copy of the corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter within 30 calendar days of receipt of the audit report or upon submission of the corrective action plan to the auditor.

If CENTER is notified of federal, state, or local entities that have conducted program reviews and/or audits of the CENTER or its Program of any findings about accounting deficiencies, or violations of CENTER's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to DHS within 10 calendar days of receipt of the report.

- 7.2 If CENTER expends less than \$750,000 of City or federal dollars combined, whether provided under this Agreement or under multiple City contracts, then the Contactor must complete and submit an audited financial statement(s) within the earlier of:
- (A) 9 months following the end of CENTER's fiscal year; or
  - (B) 9 months following expiration or early termination of this Agreement.

The financial statement must include the following 1) a balance sheet and income statement prepared by a bookkeeper, 2) a cover letter signed by CENTER attesting to the correctness of the financial statement, and 3) a schedule of receipts and disbursements by budgeted cost category for each project funded by the City.

- 7.3 If CENTER receives or expends more than \$750,000 in federal funds from the City, then an audit must be conducted 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 (Uniform Guidance). CENTER shall submit copies of its annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or 9 months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana.

CENTER may submit reports through the following website:

<https://harvester.census.gov/facides/Account/Login.aspx> 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, CENTER may submit the completed report by mail to:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 E. 10<sup>th</sup> Street  
Jeffersonville, Indiana 47132

CENTER agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from CENTER's Single Audit. Reimbursement shall be made within 30 calendar days of written notification regarding the need for reimbursement.

- 7.4 The City may conduct or have an audit conducted or conduct a review of the use of funds and documentation associated with this Agreement. City is entitled to determine the scope of any audit. 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. CENTER must make available to City all accounting and Project records.

- 7.5 CENTER, 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, must make available the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement 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. The records shall be maintained for the required retention period, except if there is pending litigation or if the audit report has not been accepted, then the CENTER shall retain the records for as long the City requires retention. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.
- 7.6 If an audit or examination determines that the CENTER has expended funds or incurred costs which may be inconsistent with this Agreement or if the applicable state or federal governing agency raises compliance issues, then CENTER shall be notified and provided an opportunity to address the issues.
- 7.7 City shall provide CENTER written notification if reimbursed expenses or charges are disallowed by the City because of review or audit findings. DHS may, in its sole discretion, elect to either 1) deduct the disallowed amounts from subsequent reimbursements, or 2) require CENTER to fully refund the disallowed amounts by cashier's check or money order within ten days after receipt of written notification. CENTER may not reduce a Project's expenditures if the City opts to deduct disallowed expenses or charges from future reimbursements.
- 7.8 Any expenses for the collection of delinquent debts owed by CENTER are the sole responsibility of the CENTER and shall not be paid from any Project funds.
- 7.9 If the City determines, in its sole discretion, that CENTER 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 CENTER pay for such audit from non-City resources.

## **VIII. RECORDS, REPORTING, AND MONITORING**

- 8.1 CENTER will submit to DHS any and all reports as may be required of CENTER by HHS or City. CENTER must incorporate and use a City-approved tracking or information system, such as ChildPlus, for the delivery of comprehensive Head Start services, to include current, accurate and complete client data, and collect, input and update all data as required by DHS Head Start Program policies and procedures and as required for the Program Information Report in accordance with City's reasonable timeline to ensure the reporting of accurate and consistent information to HHS.
- 8.2 Additionally, CENTER will maintain and furnish to City the appropriate financial and programmatic information and reports as listed in the Scope of Work, in such forms as City may require pursuant to the Head Start Act, as amended, or as may be required under federal regulations, such as 2 C.F.R. 200 *et seq.* CENTER will maintain all applicable supporting documentation of costs, including but not limited to payroll records, invoices, contracts or vouchers, and make these available to City upon request.
- 8.3 City reserves the right to reasonably request CENTER to provide additional records for travel expenses, long distance and cell phone calls, faxes, internet service, or other electronic communication devices charged to the budget associated with this Agreement.
- 8.4 Licensing. CENTER must maintain all appropriate state and local licenses, permits, certifications and approvals necessary to perform the work hereunder and the operation of CENTER's facilities and Program, and will notify the City of compliance prior to commencement of this Agreement. CENTER must report to City all notices served, violations found, or complaints filed with regard to licensing, or lack thereof within

one (1) CENTER business day of receipt of notice from the authority indicating the violation or noncompliance, as the case may be, and shall take all necessary steps to cure it. CENTER shall also sign an Authorization For Release of Information giving the Texas Department of Family and Protective Services (“TDFPS”) permission to share licensing information about the CENTER with the City.

- 8.5 Critical Incident Reporting. CENTER must establish and implement administrative procedures to respond to health emergencies, and with which all Head Start staff should be familiar and trained. These procedures must include, but not be limited to, methods of notifying parents in the event of a health emergency involving their child and established methods for handling cases of suspected or known child endangerment, abuse or neglect. If CENTER has knowledge of, a report of, or is aware of a program crisis related to a claim, or suspects that media coverage would be negative due to an incident of child endangerment, neglect, abuse or physical discipline of a Head Start child while in the Program, CENTER will contact City’s designated representative immediately, but no later than 24 hours, for the purpose of notification of the incident. CENTER must contact City’s designated representative immediately whether or not the incident is fully investigated by CENTER. If CENTER is unable to reach City’s designated representative, CENTER will leave a verbal message or written message via e-mail notifying City that CENTER is attempting to notify City of an incident. CENTER further agrees to immediately notify the parent of a Head Start child in any of the instances cited above, whether or not the instance may be characterized as suspected child abuse. In all cases, the suspected offender must be removed from the program classroom until an investigation, internal or external, has absolved him or her from the claim.
- 8.6 Final Report Requirements. Within a period not to exceed forty-five (45) calendar days after the end of each PBY, expiration or early termination date of this Agreement, CENTER will submit all final client reports and all required deliverables to City. CENTER agrees that in conjunction with the submission of the final report, CENTER will execute and deliver to City a receipt for all sums received and a release of all claims for said sums against the Project.
- 8.7 Retention. CENTER must maintain and make available to DHS upon request, all financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the Grant including records for real property and equipment acquired with Head Start funds (collectively, “Records”), 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 the Head Start regulations, as applicable, whichever is longer. Regardless, CENTER agrees to maintain all Agreement and Grant-related records or documents for at least five (5) years from the date of City’s submission of the annual financial report covering the awarded funds. If an audit, litigation, or other action involving the Records has been initiated before the end of the five (5) year period, CENTER agrees to maintain the Records until completion of the latest requisite time period.
- 8.8 Access. CENTER will make available to City or HHS, upon appropriate notice and unless otherwise prohibited by law, books, records, reports, documents, papers, policies and procedures (collectively “Documents”) as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as the Documents are retained. This right also includes timely and reasonable access to CENTER facility(ies) and personnel CENTER for the purpose of assessing safety and suitability. CENTER will, upon request, transfer certain records or documents to the custody of City or HHS when City or HHS determines that they possess long-term retention value unless otherwise prohibited by law, and subject to CENTER’s right to use “Educational Records” as that term is understood under the Family Educational Rights and Privacy Act of 1974 (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99).
- 8.9 Monitoring.
- (A) At such times and in such form as may be required by DHS, CENTER agrees City and/or HHS may evaluate, through monitoring, reviews, inspection or other means, the quality, suitability, and timeliness of services delivered under this Agreement and to assess CENTER’s compliance with applicable legal and programmatic requirements, and that the failure of City to monitor, evaluate, or provide guidance and direction will not relieve the Contactor of any liability to City for failure to comply with the Terms of the Grant or the terms of this Agreement.

- (1) Interviews. CENTER agrees to permit City and HHS to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement.
  - (2) Background Checks. Criminal background, sex offender, and child abuse/neglect check(s) must comply with 45 C.F.R. §1302.90(b), and as evidence, , the parties agree that City will accept a written statement, from an authorizing agency, that the checks have been conducted and that all persons who are employed, act as volunteers or contractors, have passed, so long as the statement includes the name(s) of the staff, volunteer, contractor member(s) checked, and the date(s) performed. If, at any time, HHS informs City or CENTER that such written statement is unsatisfactory, CENTER agrees to provide additional information in order to resolve any conflict associated with provision of information related to criminal background checks.
- (B) Monitoring Visits. City may, at its discretion, conduct periodic, announced and unannounced monitoring visits to ensure program and administrative compliance with Head Start Performance Standards, the Head Start Act and with DHS policies and procedures for the Agreement term. City reserves the right to make unannounced visits to CENTER program sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery. CENTER program staff will be informed by City representative(s) upon arrival of the expected purpose and length of visit so that accommodations may be made. City's representative(s) will provide proper identification to ensure the safety and security of all parties. City's representative(s) visiting or entering a campus site where students are present will comply with CENTER's rules and procedures under CENTER's Board or administrative policies or procedures.
- 8.10 Findings. CENTER understands that City will timely inform CENTER of the findings of any review or monitoring, specifically any default under the Agreement or deficiencies in performance. City will inform CENTER in writing of program strengths and weaknesses, assist CENTER in finding solutions if needed, and specify a reasonable deadline for corrective action. If the findings are not corrected by the deadline, or occur on a repeated or ongoing basis, City reserves the right to reduce CENTER's funding by the cumulative amount of time after the deadline that findings were not corrected, or move children out of CENTER's program.
- 8.11 5-Day Timeline. Unless otherwise stated, all information requested by DHS will be submitted by CENTER within seven (7) CENTER business days of the request via electronic communication or other form of written correspondence. Should CENTER fail to deliver the required information or delivers incomplete requested information, City may suspend reimbursements to CENTER until the information is delivered to City. Furthermore, CENTER ensures that all information contained in all required reports or information submitted to City is accurate.
- 8.12 Local Government Records. In accordance with Texas law, CENTER 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, CENTER agrees that no such local government record produced by or on the behalf of CENTER pursuant to this Agreement will be the subject of any copyright or proprietary claim by CENTER; however, CENTER will be entitled to maintain the confidentiality of Educational Records and to use such records for educational purposes.

With the exception of student records, CENTER acknowledges and agrees that all local government records produced in the course of the work required by this Agreement, are public information and will be made available to City at any time unless otherwise prohibited by law. The parties agree that Educational Records created pursuant to this Agreement will be maintained and utilized by CENTER as required by law. CENTER further agrees to turn over to City all such records upon termination of this Agreement, unless otherwise prohibited by law. CENTER agrees that it will not, under any circumstances, release any records created during the performance of the Agreement to any entity without the written permission of the Director of DHS, unless required to do so by a court of competent jurisdiction or the Texas Attorney General, or as may be required or permitted by CENTER due to the record being an Educational record" under FERPA. DHS will be notified of such request in accordance with this Article.

8.13 If CENTER desires to copyright any program material or to permit any third-party to do so, CENTER must obtain City's prior written approval and must appropriately acknowledge City's support in any such materials.

8.14 Participation. CENTER must make time and resources available to support:

- (A) participation by CENTER in meetings with City staff for community assessment, self-assessment, strategic planning, Policy Council, development of training and technical assistance plans, communication and program development activities;
- (B) participation in technical assistance trainings and service enhancements developed by City and the Head Start training and technical assistance service providers, as well as other Head Start trainings that may be developed by relevant federal or state agencies;
- (C) an appropriate level of attendance of CENTER's program management team and parent committee meetings at national, regional and/or state Head Start conferences/trainings; and
- (D) collaboration with City staff to elect one or more parent members from Center locations to serve on City's Head Start Policy Council.

CENTER, in collaboration with Family and Community Support staff, will ensure that resources are made available for enrolled parents to participate in Parent Committee meetings.

8.15 Program Services Reporting

CENTER shall submit program information reports as requested by the City, unless otherwise specified below, which may include but not be limited to:

- (A) Daily Classroom Attendance Report
- (B) Classroom/Site Set up Program Design Report
- (C) Number of meals and snacks served to children enrolled in the program by the 5<sup>th</sup> of every month.
- (D) United States Department of Agriculture (USDA) food count for reimbursement received for children to be submitted on a monthly basis
- (E) Student Assessment Data Analysis Report
- (F) School Readiness Plan of Action update, due bi-annually
- (G) Child Development Outcomes Progress Report based on CENTER's assessment tool
- (H) Reports showing employee credentials
- (I) List of personnel serving to satisfy CENTER's in-kind non-Federal Share requirement
- (J) Staffing plans
- (K) Annual Reports showing the wages of each employee
- (L) Weekly Director's Report
- (M) Any other reports when deemed necessary and requested by City

## IX. INSURANCE

9.1 Center agrees to comply with the insurance provisions and requirements attached to and incorporate in this Agreement as **Attachment VII**.

## X. LIMITED LIABILITY

- 10.1 **CENTER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CENTER’S activities under this AGREEMENT including any acts or omissions of CENTER, any agent, officer, director, representative, employee, consultant or subcontractor of CENTER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CENTER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Center shall advise the City in writing within 24 hours of any claim or demand against the City or Center known to Center related to or arising out of Center's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Center's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Center of any of its obligations under this paragraph.
- 10.3 Defense Counsel – Center shall retain defense counsel within seven (7) business days of City’s written notice that City is invoking its right to indemnification under this Agreement. If Center fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Center shall reimburse City for all costs related to retaining defense counsel until such time as Center retains Counsel as required by this Section. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 10.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Center, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Center or any subcontractor under worker’s compensation or other employee benefit acts.

## XI. THIS ARTICLE INTENTIONALLY LEFT BLANK

## XII. APPLICABLE LAWS

- 12.1 CENTER, and all of the work performed under this Agreement, must 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 City and Bexar County, including any future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated. Failure to comply could subject CENTER to suspension of payments, debarment or suspension actions. Should City need to abide by some other law, rule, regulation, policy or procedure, such requirement will be made known to CENTER upon consideration of CENTER’s request for additional time.
- 12.2 CENTER understands that certain funds provided pursuant to this Agreement are funds which have been made available by City’s General Operating Budget and/or by federal, state, or other granting entities. CENTER agrees to comply with all laws, ordinances, codes, rules, regulations, policies, and

procedures, including licensing and accreditation standards applicable to the funds received by CENTER as directed by City or as otherwise required in this Agreement, including but not limited to:

- (A) The Head Start Act (42 U.S.C. §9831 *et seq.*, as amended);
- (B) 45 C.F.R. Part 1301 *et seq.*;
- (C) The Terms of the Grant;
- (D) As applicable, 45 C.F.R. Part 75 (“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards”);
- (E) Texas Child Care Licensing laws;
- (F) The Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 *et. al.* titled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” (“Uniform Guidance”), as applicable to the funds received by CENTER hereunder;
- (G) Official record retention schedules as established by the Local Government Records Act of 1989; and
- (H) The Texas Public Information Act (“TPIA”), Texas Government Code Section 552.021. The TPIA requires City to make public information available to the public. Under Government Code Section 552.002(a), public information includes 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, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if City receives a request under the TPIA (i.e., an open records request) for information within CENTER’s possession pursuant to this Agreement, CENTER will forward the requested documents to City within two (2) CENTER business days of CENTER’s receipt of the written request. If the requested information is confidential or may be kept confidential pursuant to state or federal law, CENTER will submit to City the list of specific statutory authority mandating and/or authorizing confidentiality no later than three (3) CENTER business days of CENTER’s receipt of the request. The Parties will cooperate with each other to preserve confidential information or records that may be excluded from disclosure under FERPA) and/or the Texas Public Information Act; and the parties will coordinate efforts to seek any required Attorney General decision for the protection of such information from release.

12.3 Additionally, CENTER shall comply with the following:

- (A) If using funds under this Agreement, expenditures shall be made in accordance with:
  - (1) Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities; and
  - (2) Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services.
- (B) Drug-Free Workplace. CENTER certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707 and 8101-8106, as amended).
- (C) All applicable local, state, and federal employment laws including, but not limited to:
  - (1) worker’s compensation;
  - (2) unemployment insurance;
  - (3) timely deposits of payroll deductions;
  - (4) 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.;
  - (5) Occupational Safety and Health Act regulations; and
  - (6) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.4 CENTER further agrees to:

- (A) comply with all 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 and as applicable. CENTER agrees to report each violation to City and understands that City will, in turn, report each violation as required to HHS and the appropriate EPA Regional Office. Additionally, CENTER agrees to include these requirements in each subcontract to this Agreement exceeding \$150,000.00 financed in whole or in part with federal funds.
- (B) make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises in connection with the work performed hereunder, whenever possible.
- (C) provide for the rights of the federal government in any invention resulting from the work performed hereunder, in accordance with 37 C.F.R. Part 401 and any applicable implementing regulations.
- (D) include a provision requiring compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C 3145), as applicable under Appendix II of the OMB Uniform Guidance and as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States".
- (E) comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141–3144 and 3146–3148) and as applicable under Appendix II of the OMB Uniform Guidance, and as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, implementing regulations, and the relevant Additional OMB Provisions (**Attachment VI**), and to include a provision requiring compliance with any construction contracts of more than \$2,000.00, and report all suspected or reported violations to HHS.
- (F) comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), and any applicable implementing regulations. CENTER verifies it has tendered said Certificate to City.
- (G) comply with the applicable standards under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§11301 *et seq.* and 42 U.S.C. §11431 *et seq.*), and any applicable implementing regulations, as may be applicable.
- (H) comply with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as applicable under Appendix II of the OMB Uniform Guidance, and as supplemented by Department of Labor regulations (29 CFR Part 5), relating to all contracts that involve the employment of mechanics or laborers, and the relevant provisions in **Attachment VI**, which provides, in part, that each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, that work in excess of the standard work week be compensated at a rate at least one and a half times the basic rate of pay, and that no laborer or mechanic must be required to work under conditions which are unsanitary, hazardous or dangerous.
- (I) comply with the prohibitions contained in the Pro-Children Act of 1994 (20 U.S.C §6081-84), relating to no smoking within any indoor facility (or portion thereof) owned or leased or contracted for by CENTER for the provision of regular or routine health care or day care or early childhood development services to children or for the use of the employees of City or CENTER who provide such services.
- (J) 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, and to ensure compliance of any and all subcontractors when applicable.
- (K) if CENTER engages in any contract that, except as otherwise provided under 41 C.F.R. Part 60, meets the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3, comply with all Equal Employment Opportunity provisions in **Attachment VI** and all of the Executive Order and Code of Federal Regulations provisions cited in this Agreement, and must include the provisions in any of its subcontracts.

12.5 Non-Discrimination. CENTER will comply with all federal, state, or local laws, rules, and orders prohibiting discrimination, and not engage in employment practices which have the effect of discriminating against any

employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation, unless exempted by state or federal law, or as otherwise established herein. Consistent with the foregoing, CENTER agrees to comply with Executive Order 11246, entitled "Opportunity", as amended by Executive Orders 13665 and 11375, and as supplemented by regulations at 41 C.F.R. Part 60. Additionally, CENTER certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (A) The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, and all regulations thereunder;
- (B) Title VII of the Civil Rights Act of 1964, as amended;
- (C) Section 504 of the Rehabilitation Act of 1973, as amended;
- (D) The Age Discrimination Act of 1975, as amended;
- (E) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688);
- (F) Fair Labor Standards Act of 1938, as amended;
- (G) Equal Pay Act of 1963, P.L. 88-38; and
- (H) All applicable regulations implementing the above laws.

- 12.6 HIPAA. Subject to obligations to maintain confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA Business Associate Agreement (*Attachment V*), and subject to the requirements of FERPA and the limitations imposed under law regarding transfer of information, any and all writings, documents or information in whatsoever form and character produced by CENTER pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information will be the subject of any copyright or proprietary claim by CENTER. CENTER understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction; subject, however, to CENTER's continuing rights regarding Educational Records. City agrees that it will not release to the public Educational Records that come into its possession unless otherwise authorized by law.
- 12.7 Taxes and Fees. CENTER warrants that any and all taxes that CENTER 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 Agreement.

### **XIII. NO SOLICITATION/CONFLICT OF INTEREST**

- 13.1 Solicitation. CENTER warrants that no person, selling agency or other organization has been retained to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee, and further that no such arrangement exists or has existed with any employee of CENTER or City. For breach or violation of this warrant, City will have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement, or otherwise recover, the full amount of such arrangement, or to seek such other remedies as legally may be available.
- 13.2 Conflicts of Interest. CENTER covenants that neither it nor any member of its governing body or of its staff (1) 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 Agreement, or (2) possesses any interest in, or uses their position for, a purpose that is or gives the appearance of being motivated by private gain for themselves or others, particularly those with which they have family, business, or other ties. CENTER further covenants that no persons having such interest may be employed or appointed as a member of its governing body or of its staff.

13.3 Prohibited Financial Interest.

- (A) In accordance with the Charter of the City of San Antonio and the City of San Antonio Code of Ethics, no member of City's governing body or staff, who exercises any function or responsibility in the review or approval or carrying out of this Agreement will:
- (1) participate in any decision 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
  - (2) have any direct or indirect interest in this Agreement or the proceeds thereof.
- (B) An officer or employee has a "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:
- (1) a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
  - (2) an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) ten percent (10%) or more of the voting stock or shares of the entity, or (ii) ten percent (10%) or more of the fair market value of the entity; or
  - (3) an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.
- (C) Certification. Pursuant to this section, CENTER warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, CENTER does not cause a City employee or officer to have a prohibited financial interest in the Contract. CENTER further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

#### XIV. TERMINATION

- 14.1 (A) Termination for Cause. Upon written notice in accordance with the official communication provisions in this Agreement, City may terminate this Agreement as of the date provided in the notice in whole or in part, upon the occurrence of either:
- (1) Failure to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by City or HHS, or violation of any of the covenants, conditions, or stipulations of this Agreement; or
  - (2) Notification by a local, state, or federal agency of a formal charge, probation, deferred adjudication, or conviction involving fraud, theft, or the commission of a felony by CENTER or CENTER's employee working in the program. In the case of a CENTER's employee being the subject of the notification, CENTER will have the opportunity to cure via the immediate termination and/or removal of the employee from the program.
- (B) Termination for Convenience. This Agreement may be terminated in whole or in part upon providing notice in accordance with the official communication provisions of this Agreement, notice which must specify a date:
- (1) not sooner than 120 days following the day on which notice is sent but not later than the end of CENTER's fiscal year, unless earlier terminated under any other provision herein; or
  - (2) of termination to be the end of the PBY.
- 14.2 CENTER will be entitled to receive just and equitable compensation for any work satisfactorily completed prior to any termination date. Satisfactory completion will be reasonably determined by City, and its decision will be final. If compliance falls under HHS authority to review, or if a dispute arises with regard to interpretation of regulations or law as it applies to this Agreement, CENTER may request that City secure an interpretation or opinion from HHS in order to assist in resolution of the dispute and City will request it.

- 14.3 In addition to any other remedy in this Agreement or by law, City may delay, suspend, limit, or cancel, upon reasonable written notice, the funds, rights or privileges herein given CENTER for failure to comply with the terms and provisions of this Agreement. Specifically, at the option of City, CENTER may be placed on probation during which time City may withhold reimbursements when it determines that CENTER is not in compliance with this Agreement. CENTER will not be relieved of liability for damages sustained by City by virtue of any breach of this Agreement and City may withhold funds due as damages, in addition to retaining and utilizing any other remedies available to City.
- 14.4 If an employee of CENTER is discharged or leaves employment with CENTER, then CENTER will pay in full to the employee all of his or her earned salaries and wages, within the timeframe specified by law.
- 14.5 Should CENTER be debarred by the federal government or City pursuant to a debarment policy currently existing or hereafter adopted, the debarment may be grounds for termination.
- 14.6 CENTER must not incur new obligations after the effective date of termination and will cancel as many outstanding obligations as possible. CENTER will submit to city all required reports including a final financial statement which is a statement of all expenditures incurred and liquidated under this agreement within the period of performance if such costs are properly documented, allowable, and within the approved budget, and its payment constitutes full and complete reimbursement for all of CENTER's performance under this Agreement.

#### **XV. PERSONNEL**

- 15.1 CENTER must maintain an organizational structure that supports the accomplishment of program objectives, addresses the major functions and responsibilities assigned to each staff position and provides evidence of adequate mechanisms for staff supervision to ensure effective oversight of program operations. CENTER must ensure that, at a minimum, CENTER's program staff is responsible for each program management function listed in Attachment I.
- 15.2 List of Employees. CENTER agrees to provide City with the names and license registration of any employee(s) of CENTER regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Agreement.
- 15.3 Compliance Report. At the beginning of the Agreement Term and each PBY thereafter, CENTER will submit to City a report which specifically (a) lists the number and percentage of classroom personnel in its Center-based program having child development associate ("CDA") credentials or associate, baccalaureate or advanced degrees including teaching certificates; (b) states the names and license registration of the employee; and (c) describes CENTER's compliance with the goals described in this Article.
- 15.4 Wages & Salaries.
  - (A) CENTER understands City will periodically perform its own wage and salary comparison and issue the results to CENTER. CENTER agrees that City has no obligation to reimburse CENTER employees' wages that exceed the average rate paid to persons providing substantially comparable services in the area. For purposes of this Agreement, when applicable, City will accept the wage information set forth in the most recent study issued by, the Texas Association of School Boards. Although City may consider factors such as training and experience as affecting compensation levels, City has the sole and absolute authority to determine the rate of City's logical and reasonable reimbursement, and its decision shall be final. This does not preclude CENTER from compensating its employees above the rate City will reimburse, so long as the additional compensation is not charged to the Agreement budget.
  - (B) CENTER agrees that in accordance with 42 U.S.C. §9848, no portion of Agreement funds may be used to pay an employee if compensation (including Non-Federal funds) to that employee exceeds \$179,700.00, or the currently authorized maximum under the law. CENTER further agrees that all employees must devote to the Program the time proportionate to the percentage of their compensation funded through the Head Start Grant (e.g., employees who are funded at one hundred percent (100%)

through the Grant must devote one hundred percent (100%) of their time to support the program). CENTER agrees to submit employee certifications if requested by City or HHS.

- 15.5 Orientation. Each program year, and at the point of a new hire, CENTER must provide employees an orientation focusing on, at a minimum, the goals and underlying philosophy of the program, and including the importance of parent engagement and a review of the required benchmarks; (ii) all staff with child contact must receive safety training (within three months of hire); (iii) Access Forms for the City's Head Start data system (ChildPlus) must be completed and provided to the City; and (iv) CENTER must maintain orientation sign-in sheets and agendas for City review.
- 15.6 Professional Development. To assist staff in acquiring or increasing the knowledge and skills needed to provide high-quality, comprehensive services within the scope of their responsibilities, CENTER will:
- (A) create and implement, in consultation with each of its employees, a Professional Development Plan for all program employees who provide direct services to children;
  - (B) each PBY, require teaching staff and designated staff to (i) attend no less than 15 clock hours of program-specific professional development each program budget year.
  - (C) Each PBY, require staff to attend ongoing training in all state, local, and federal health, safety and childcare requirements to ensure the safety of children in their care. and
  - (D) participate in City's professional development trainings, if applicable.
- 15.7 Qualifications.
- (A) At a minimum, CENTER agrees that all staff hired or funded under this Agreement must meet qualifications.
  - (B) CENTER agrees that for staff not meeting the necessary qualifications, CENTER will notify City of the lacked education or training for City approval.
- 15.8 Disciplinary Action. CENTER will promptly notify City of any disciplinary actions related to children affecting all personnel funded under this Agreement.
- 15.9 Vacancies. If, for any reason, a vacancy exists for:
- (A) a management or supervisory position: a replacement must meet the necessary qualifications within 45 calendar days or, following notification to City of a delay, as soon as reasonably practical, but not later than 60 days after the position first became vacant unless the City agrees to a new mutually acceptable deadline;
  - (B) a staff position: CENTER must hire a replacement meeting the necessary qualifications within 45 calendar days or employ a substitute meeting the necessary qualifications.
- 15.10 Transfers. CENTER will promptly notify DHS of any transfer of personnel funded under this Agreement.
- 15.11 Complaints & Grievances. CENTER agrees to establish internal procedures that assure employees of an established complaint and grievance process. This process will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 15.12 Job Descriptions. CENTER agrees to place written job descriptions for personnel funded under this Agreement in individual personnel folders, or online, for each position, and provide the specific job description(s) to the City upon request. All descriptions must be filed or online no later than the expiration date of this Agreement.
- 15.13 Relatives. Any management or other supervisory personnel may not supervise a spouse, parent, child, sibling, or in-laws of the same relationship who are in any capacity supported through Agreement funds.

- 15.14 Summer months. CENTER must ensure members of its management team and other necessary staff provide uninterrupted services throughout the Agreement term, including the summer months, to include adequate planning, coordination and performance of critical program activities. “Critical program activities” include, but are not limited to, CENTER’s ERSEA responsibilities for each program.
- 15.15 Staff – CENTER understands the Head Start Act requires grant recipients and their contractors, if any, ensure and demonstrate upon request that all staff funded under this Agreement have the knowledge, skills, and experience they need to perform their assigned functions responsibly; therefore, CENTER will establish and maintain an organizational structure that supports the accomplishment of program objectives, addresses the major functions assigned to each staff position, and provides evidence of adequate mechanisms for supporting staff and consultant supervision and support to ensure the effective oversight of CENTER’s Head Start program operations.
- (1) Management Team. At a minimum, CENTER agrees that all positions filling a management role, CENTER must ensure, at a minimum, the following program management roles are assigned to collaborate with City and City's other service providers: CENTER
- (A) CENTER’s EHS Early Childhood Director– serves as the main liaison with City; must have at a minimum a CDA, with training and experience in areas that include (i) theories and principles of child growth and development, (ii) early childhood education, and (iii) family support; and must have a current and in good standing Child-Care Center Directors Certificate per Texas Department of Health and Human Services; must attend scheduled monthly EHS’s meetings; advise staff of meeting matters; and provide staff a formal platform for collaboration; must have the ability to offer assistance to teachers in the implementation and adaptation of curricula to the group and individual needs of children in the classroom; ensure teachers and teaching staff meet required qualifications; and has the ultimate responsibility for ensuring that enrolled children are provided the full array of services, including disability, health, and mental health services to which the children and families are entitled under the Terms of the Grant.
- (B) CENTER’s Monitor– must have knowledge, training and experience with the Head Start Act, the HSPPS, and monitoring of a Head Start program. CENTER will ensure these individuals further develop their knowledge of the various EHS content areas.
- (C) CENTER’s EHS Instructional Coach – must (i) provide ongoing coaching and support to classroom staff to strengthen their skills and improve the quality of care and child outcomes, (ii) support classroom staff with the implementation of the designated curriculum, (iii) utilize the required tools to ensure the curriculum is being implemented accurately, and (iv) attend all EHS coaching activities. At a minimum, the Instructional Coach must have a CDA, training and experience in the areas of child growth and development with a focus on infant and toddlers.
- (D) CENTER’s Nutrition Manager – oversees child nutrition services and maintains compliance with Child Adult Care Food Program (“CACFP”). This position along with any supporting staff or consultants must be registered dietitians or nutritionists, and also coordinate with City and City’s nutrition service provider(s).
- (2) Classroom Staff. CENTER must demonstrate upon request, and monitor and ensure validity throughout the course of this Agreement, that staff have a minimum of a CDA or comparable credential, or have been trained or have equivalent coursework in early childhood development with a focus on infant and toddler development; and that classrooms: are staffed by two paid teachers, and with no more than eight children at any one time, unless more is approved by City; and
- (3) Additional Qualifications. All EHS staff in contact with children must also have a comparable CDA credential in education or training approved by the City with a focus on infants and toddlers.

## **XVI. PROPERTY, EQUIPMENT AND SUPPLIES**

- 16.1 Ownership. City retains ownership of all equipment/property purchased with funds received through City, and such equipment/property will, at City's sole option, revert to City at Agreement termination. CENTER agrees to relinquish and transfer possession of, if applicable, title to such equipment/property without the requirement of a court order. Equipment that has reverted to CENTER through a City-paid lease agreement with option to buy will be considered the same as though purchased outright with Agreement funds.
- 16.2 Disposal, Loss, and Transfer.
- (A) CENTER agrees that no equipment purchased with Agreement funds may be disposed of without receiving prior written approval from DHS. In cases of theft or loss, it is the responsibility of CENTER to replace it with like equipment and value at the time of the theft or loss, with funds other than Agreement funds and in compliance with the appropriate property standards. All replacement equipment will be treated in the same manner as equipment purchased with Agreement funds.
  - (B) City reserves the right to require transfer of property acquired with funds awarded under this Agreement as provided in 45 C.F.R. Part 75, including but not limited to §75.316 *et seq.*
- 16.3 Records. CENTER will maintain accurate and complete records on all equipment and property obtained with Agreement funds to include:
- (A) A description of the equipment, including the model and serial number or other identification 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 ("City of San Antonio Head Start Program"); and
  - (G) A list of disposed items and disposition.
- 16.4 Inventory Tracking System. CENTER will maintain a system for tracking, on an ongoing basis, inventory of equipment and supplies purchased with Head Start funds that either (i) has a purchase price of \$5,000.00 or greater; or (ii) meets other criteria as City may prescribe (and notify CENTER as appropriate). Upon request, CENTER will provide City a status report of the current inventory of equipment and supplies meeting these requirements. City will have the right to review and approve CENTER's inventory tracking system. CENTER will provide DHS an annual inventory of assets purchased with funds received through City.
- 16.5 Insuring and Reporting. CENTER:
- (A) is fully and solely responsible for the insuring (including against fire), safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Agreement funds;
  - (B) will inform City of incidents of loss, theft, damage or destruction of equipment or property, excluding supplies and consumables, purchased or leased with Agreement funds; and
  - (C) at a minimum, will provide the equivalent insurance for real property and equipment acquired with Agreement funds as provided to other property acquired or owned by CENTER.
- 16.6 CENTER must fully comply with the property and equipment requirements of 45 C.F.R Part 75, including but not limited to Sections 75.316 through 75.323, related to the following:
- (A) Insurance Coverage
  - (B) Real Property

- (C) Federally-owned and exempt property
  - (D) Equipment
  - (E) Supplies
  - (F) Intangible property
  - (G) Property trust relationship
- 16.7 Purchase thresholds. For equipment, property or supplies purchases in the amount of \$5,000 or greater or cumulative purchases in the amount of \$100,000 or greater, CENTER must obtain prior approval from DHS. CENTER will not split the purchase of a line item with a value greater than the preceding thresholds in order to avoid obtaining approval from DHS.
- 16.8 Third Party Beneficiary. CENTER agrees that City is the intended third-party beneficiary of any and all facility leases with third parties to which CENTER is or becomes a party in connection with as a consequence of this Agreement. As such, CENTER will use its best efforts to execute an acknowledgment prepared by City that City is an intended third-party beneficiary of such lease. CENTER will honor all of its material obligations under any and all such leases. CENTER will stay in good standing under any and all leases and CENTER will immediately notify City in writing in the event of any breach or alleged breach of any lease that could result in its termination. CENTER will submit to City for review and approval all non-disturbance, subordination and similar agreements it is requested to execute in connection with any such lease. If an event gives rise to a right of first refusal in favor of CENTER under any such lease, CENTER will promptly notify City of the event and allow City to step into CENTER’s shoes as tenant under the lease in order to exercise the right.
- 16.9 Ownership of Intellectual Property. The Parties agree that the Project will be and remain the sole and exclusive proprietary property of City. The Project will be deemed a “work for hire” within the meaning of the copyright laws of the United States, and ownership of and rights in the Project will be solely vested in City. CENTER conveys to City all rights in and to the Project; the tangible and intangible property rights relating to or arising out of the Project, including without limitation, any and all copyright, patent and trade secret rights; and all intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the “Intellectual Property Rights”). All Intellectual Property Rights in the Project will be solely vested in City. As owner of the tangible and intangible intellectual property, City may reproduce, publish, authorize others to reproduce or publish or otherwise use, such material subject to confidentiality obligations as may be required by federal and /or state law for Educational Records. CENTER agrees to execute all documents reasonably requested by City to perfect and establish City’s right to the Intellectual Property Rights. If City is unable, after reasonable effort, to secure CENTER’s signature on any documents relating to Intellectual Property Rights in the Project, CENTER hereby irrevocably designates and appoints City and its duly authorized officers and agents as CENTER’s agent and attorney-in-fact, to act for and in CENTER’s behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution with the same legal force and effect as if executed by CENTER. Nothing is intended nor construed to require CENTER to transfer any ownership interest in CENTER’s best practice and benchmarking information.

**XXVII. THIS ARTICLE INTENTIONALLY LEFT BLANK**

**XXVIII. AMENDMENT**

- 18.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms of this Agreement must be by amendment in writing, executed by both Parties, and dated subsequent to the date hereof. Such amendment may occur without the necessity of seeking City Council approval, pursuant to City Ordinance No. 2020-10-29-0766, so long as (i) in accordance with all Head Start regulations and laws, (ii) approved by the City Attorney’s Office, and (iii) the total cumulative of all service

provider agreements, including amendments, do not exceed City's Program Budget(s) for the applicable budget year.

- 18.2 CENTER's Chief Executive Officer will have the authority to execute an amendment of this Agreement to the same extent as the Director of DHS without the necessity of seeking any further approval by CENTER's Board of Trustees, if not otherwise prohibited by federal or state law or regulation or prohibited by CENTER's policies, rules or Board directives.

## XXIX. SUBCONTRACTING AND ASSIGNMENT

### 19.1 Subcontracting.

- (A) None of the work or services covered by this Agreement may be sub-contracted without the prior written consent of the City. If allowed, subcontract must be by written agreement; subcontractor may not be presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program; and subcontracting methods must meet City requirements; subcontractor compliance must be the responsibility of the CENTER to monitor.
- (B) CENTER 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 that City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by City. If, in the sole determination of City, it is found that CENTER is not in compliance with said rules or standards with respect to any of its sub-contracts, then CENTER will be deemed in default of this Agreement and will be subject to termination in accordance with the Termination article of this Agreement.
- (C) If City grants a request to subcontract, CENTER understands and agrees that all subcontracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

- 19.2 Assignment. CENTER will not assign or transfer CENTER's interest in this Agreement or any portion thereof without the written consent of City. Any attempt to transfer, pledge or otherwise assign will be void ab initio and confer no rights upon any third person or party.

## XX. OFFICIAL COMMUNICATIONS

- 20.1 Except where the terms of this Agreement expressly provide otherwise, any communication under this Agreement must be in writing and deemed delivered when delivered personally (with receipt acknowledged), or three (3) days after deposit in the U.S. mail, first class with proper postage, or upon receipt if sending the same by certified mail or a commercial courier service (e.g., Federal Express) at the addresses set forth below.

City:  
Director  
Department of Human Services  
100 W. Houston Street, 9<sup>th</sup> floor  
San Antonio, TX 78205

CENTER:  
CEO  
Blessed Sacrament Academy Child Development Center  
1135 Mission Road  
San Antonio, TX 78210

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.

## XXI. PROHIBITED ACTIONS

### 21.1 Political Activity.

- (A) CENTER 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.

- (B) CENTER 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.
- (C) The prohibitions set forth in this Section, Political Activity, include, but are not limited to the following:
  - (1) 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;
  - (2) 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;
  - (3) 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
  - (4) 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.
- (D) To ensure that the above policies are complied with, CENTER shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions, which 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 the contact person listed on the statement within DHS. CENTER shall have each said individual sign a statement acknowledging receipt of the policy.
- (E) CENTER agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the CENTER under this Agreement may, at the City's discretion, be withheld until the situation is resolved.
- (F) This Section 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, CENTER and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

21.2 Adversarial Proceedings. CENTER agrees that 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 City may conduct an audit under the audit provisions of this Agreement to make such determination. City may deem CENTER ineligible for consideration to receive any future funding under this Agreement or under another existing or future agreement while any adversarial proceedings against the City remains unresolved. This Agreement may be terminated by City under the termination provisions of this Agreement should CENTER have a pending lawsuit against City or file a lawsuit against the City during the term of this Agreement.

21.3 No Use of Funds for Religious Activities. CENTER 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 benefit, directly or indirectly, any such sectarian or religious facility or activity, or for the construction, operations, maintenance or administration of any sectarian or religious facility or activity.

21.4 Contribution Prohibitions. CENTER acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for an entity that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Consolidated Human

Development Funding Services Pool Request for Proposal (RFP) is released, and ending on the 30<sup>th</sup> calendar day following the contract award. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response. CENTER acknowledges that the City has identified this Agreement as high profile. CENTER warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of City Code Section 2-309, and will not do so for 30 calendar days following the award of this Agreement. Should the signer of this Agreement violate this provision, the City Council may, in its discretion, declare the Agreement void.

## XXII. MISCELLANEOUS

### 22.1 Independent Contractor.

- (A) It is expressly understood and agreed that CENTER is and will be deemed to be an independent contractor, responsible for its own acts or omissions, for which City is not responsible, and that neither Party has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- (B) Nothing contained herein may be deemed or construed as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar relationship, between the Parties.
- (C) Any and all employees of CENTER, wherever located, while engaged in the performance of any work required by City under this Agreement will be considered employees of CENTER only, and not of City, and any and all Workers' Compensation claims that may arise on behalf of the employees while so engaged are the sole obligation and responsibility of CENTER.

22.2 Non-Waiver. No waiver, change, modification or discharge by either Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party under this Agreement or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved.

22.3 Venue. CENTER and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created under this Agreement are performable in Bexar County, Texas. Any action or proceeding to adjudicate any dispute arising out of this Agreement 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 Agreement shall lie exclusively in Bexar County, Texas.

22.4 Gender. Words of any gender used in this Agreement 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.

### 22.5 Representations.

- (A) CENTER's signatory below represents, warrants and guarantees that (s)he has full legal authority to execute this Agreement on behalf of CENTER and to bind CENTER to all of the terms, conditions, provisions and obligations herein contained. CENTER must be authorized to do business in the State of Texas and operating in accordance with all applicable laws of the State of Texas. Upon request by the City, CENTER will provide DHS verification of the foregoing requirements.
- (B) This Agreement is based on the representation of CENTER that it is financially accountable for its expenditures; that it has the continuing capability to furnish the Non-Federal Share in Section 4.1 of this Agreement; and that funds disbursed to CENTER will be expended only for Allowable Costs under this Agreement. CENTER represents that there are no financial limitations or impediments that would make it not viable, solvent and accountable.

(C) If circumstances arise which might result in interference with CENTER's ability to provide services under this Agreement, CENTER agrees to inform City of those circumstances immediately. CENTER agrees that payment to CENTER, upon reasonable notice, may be suspended by City until such financial circumstances giving rise to the possible interference have been eliminated; provided however, that authorized expenditures made and approved by City prior to the suspension, will not be affected.

22.6 Severability. If any clause or provision of this Agreement 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, it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained. It is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement 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.

### XXIII. ENTIRE AGREEMENT

23.1 This Agreement and its attachments constitute the entire and integrated Agreement between the Parties and contain all terms and conditions, and supersede all prior negotiations, representations, or agreements, either oral or written. No such other negotiations or representations may be enforced by either Party, nor may they be employed for interpretation purposes in any dispute involving this Agreement.

This Agreement has been executed as of the date of the last party to sign below.

**CITY OF SAN ANTONIO:**

Department of Human Services

\_\_\_\_\_  
Melody Woosley, Director

\_\_\_\_\_  
Date

**CENTER:**

Blessed Sacrament Academy Child Development Center

*Sister Odilia Koreneck*

\_\_\_\_\_  
Sister Odilia Koreneck, CEO

7/19/2024

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Assistant City Attorney

NA

\_\_\_\_\_  
Board President (if required)

ATTACHMENTS

Attachment I – Scope of Work

Attachment II – Program Budget

(A) - Implementation through 1/31/25

(B) - Prorated from 10/1/24 - 1/31/25

(C) - Fully year from 2/1/25 - 1/31/26

Attachment III – Special Provisions

Attachment IV – HHS Award Document

Attachment V – HIPAA Business Associate Agreement, if applicable

Attachment VI – Additional OMB Provisions

Attachment VII – Insurance provisions

# ATTACHMENT I

## EARLY HEAD START SCOPE OF WORK

**1. Summary**

Beginning October 1, 2024, CENTER will perform the provisions of this Scope of Work, and serve the number of income, age and categorically eligible children as indicated below in accordance with this Agreement, the Head Start Act, Head Start Program Performance Standards (HSPPS), the most recently updated City policies and DHS Data Entry & Benchmark Due Date Guide, and with the terms of this Agreement (together, hereinafter the “required guidelines”). CENTER will operate full-day classroom(s) for minimum of seven (7) hours a day at City-approved site for a minimum of 198 days of planned class operations for the EHS budget period. Operating hours set by CENTER must be approved by the City.

Number of children in full-day center-based services on the first day of the program year	24
Minimum number of children with disabilities	2
Service Area	Any eligible child who (i) is returning from the incumbent grant recipient, (ii) resides in the San Antonio Independent School District

**2. Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA)**

(A) City will determine eligibility and recruit, select and enroll children; CENTER agrees to assist in City’s recruitment efforts. CENTER also agrees to assist City to consistently maintain and replenish CENTER’s assigned number of children in the table above for which it is funded to serve (“funded enrollment”). CENTER will serve the funded enrollment of 24 EHS-eligible children from the first day of operations, or as soon as reasonably possible in accordance with HSPPS.

- (1) Vacancies. Once CENTER is aware a vacancy exists CENTER must assist City in filling the vacancy within no more than 30 calendar days. CENTER must alert City once a vacancy exists and, once City approves the selected child(ren), start providing services within no more than seven (7) business days unless City approves in writing a longer timeframe.
- (2) Should CENTER not assist City in these processes in Section 2(A) of this Scope of Work or if CENTER does not provide services to the number of children it is funded to serve, including due to CENTER being understaffed, for a period exceeding 120 days, City may, at its discretion, reduce CENTER's funding based on the difference between funded enrollment and actual enrollment and/or reduce the number of children for which CENTER is funded in Section 1 and 2(A) of this Scope of Work.

(B) CENTER’s Program Design. By June 1<sup>st</sup> each year, CENTER will submit to City for its approval a preliminary program design for the subsequent program year, which will include, at a minimum: the total number of children enrolled, number of sites, number of classrooms, classroom age group designation, language designation, and hours of operation. The final Program Design is due to the City prior to the first day of each school year. If at any time CENTER proposes a change to the preliminary or final Program Design, CENTER must formally request City’s approval prior to making the proposed change, which will receive due consideration. Further, CENTER will notify City within forty-eight (48) hours of any CENTER policy, regulation, administrative decision, and/or any programmatic change that will impact the Program Design or effect enrollment.

(C) Children with Disabilities. In accordance with the Head Start Act and subject to this Subsection 1(C), CENTER will ensure that a minimum of 10% of the children enrolled in CENTER’s program are

children with disabilities (i) who are determined to be eligible for special services, and (ii) who have an Individualized Family Service Plan through an Early Childhood Intervention (ECI) program. CENTER must also provide services to eligible children who age-out of the ECI program who qualify for services through the district. CENTER must meet this 10% requirement by a City-specified mid-point of each program year (“mid-year”).

- (1) If CENTER recognizes it is having difficulty in meeting the 10% requirement, CENTER must provide City with the following:
  - (i) a written description of specific steps CENTER has taken in the current program year to meet the requirement, to include efforts made to collaborate with local ECI agencies providing services under the IDEA and an explanation of why, despite these efforts, CENTER was unable to meet it;
  - (ii) a written confirmation from local ECI agencies of CENTER’s efforts to collaborate with them; and
  - (iii) CENTER’s written proposed approach to reach the 10% requirement, to include a description of how CENTER will work with local ECI agencies to implement the approach.
- (2) Additionally, if CENTER is unable to meet the 10% requirement by the mid-year due date, City will have the right, at its discretion, to reduce the number of children for which CENTER is funded, or to place additional children with disabilities in CENTER's program, in which case City and CENTER will coordinate such placement.

(D) Attendance. CENTER will maintain accurate records related to daily attendance data and agrees that when the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), CENTER must immediately notify City. Late arrival does not constitute an absence and CENTER will not alter services for those children. CENTER must work with City’s Family Support Worker to analyze the cause(s) of absenteeism or tardiness and provide additional support, which may include, but is not limited to, face-to-face meeting(s) with the family and other direct contact with the child’s parents. If a child ceases to attend, CENTER must make appropriate efforts to reengage the family to resume attendance. If the child’s attendance does not resume, CENTER must request permission from the City to remove the child from the program. Per HSPPS 1302.17, a child may not be expelled from CENTER’s program.

### 3. Program Services

Without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, political belief or affiliation, CENTER shall provide the following services directly: (A) Early Childhood Development & Disability; (B) Safe and Healthy Environments; (C) Facilities; (D) Nutrition; and coordinate with the City’s efforts to provide: (E) Health (including Dental/Oral and Mental Health); and (F) Family and Community Support (collectively, “Early Head Start Services”) to meet the needs of the children and families served by CENTER.

(A) Early Childhood Development and Disability Services. CENTER must provide the following education and early childhood development services in compliance with the requirements of 45 C.F.R Part 1302, Subpart C, and follow City’s guidance. In addition, CENTER must offer ECI referrals to parents of children with developmental concerns:

- (1) Parental Involvement. In order for CENTER to encourage and support parents in their efforts to become involved in the development of the program’s curriculum and approach to child development and education, CENTER will:
  - (i) provide opportunities to increase parents’ child observation skills and to share assessments with staff that will help plan the learning experience;

- (ii) elect, in coordination with City staff, at least one parent member from the center-based program to serve on the City's Head Start Policy Council (HSPC);
  - (iii) encourage parents to participate in staff-parent conferences and home visits to discuss their child's development and education; and
  - (iv) encourage and make available resources to support parent engagement and attendance in center parent meetings, Parent Connection Committee meetings, HSPC, volunteering, parents' activities and contributions.
- (2) Development & Inclusion. CENTER must help children gain the skills and confidence necessary to be successful in their present environment and in future responsibilities in school and life, and:
- (i) ensure its approach is developmentally and linguistically appropriate and recognizes the child's rate of development, language, cultural background and learning style(s);
  - (ii) be inclusive of children with disabilities; provide an environment of acceptance that supports and respects gender, culture, language, ethnicity and family composition; provide a balanced daily program of child-initiated and adult-directed activities; and
  - (iii) allow and enable children to independently use toilet facilities when it is developmentally appropriate, and the efforts are supported by the parents.
- (3) Social & Emotional Development. CENTER must support social and emotional development by encouraging development which enhances child's strengths by building trust, fostering independence, and encouraging self-control and respect for feelings and rights of others in ways that support the child's health and well-being; and planning for routines and transitions.
- (4) Cognitive & Language Skills. CENTER must:
- (i) support each child's learning, using various strategies including experimentation, inquiry, observation, play and exploration;
  - (ii) ensure opportunities for creative self-expression through activities such as art, music, movement, and dialogue;
  - (iii) promote interaction and language use among children and between children and adults;
  - (iv) support emerging literacy and numeracy developments through materials and activities according to the child's developmental level; and
  - (v) screen, in collaboration with child's parent, the child's developmental and behavioral skills utilizing the Ages and Stages Questionnaire ("ASQ"), specifically the ASQ-Social-Emotional (ASQ:-SE-2) and ASQ-Developmental (ASQ-3) Questionnaires) and upload it in the ChildPlus data system for all newly enrolled children within the first forty-five (45) days of the child's entrance into the program.
- (5) Physical Development. CENTER must provide sufficient time, indoor and outdoor space, equipment, materials and adult guidance for active play and movement that support the development of gross motor skills and of fine motor skills according to the child's developmental level, and also provide an appropriate environment and adult guidance for the participation of children with special needs.
- (6) Curriculum. CENTER, in collaboration with the parents and City, must implement *Creative Curriculum*© which supports each child's individual pattern of development.
- (7) School Readiness Plan of Action. The City will establish school readiness goals that are age-appropriate and create an Action Plan that best meets the needs of children. CENTER agrees to assist City in this effort, and implement the Plan to achieve (a) the Plan's school readiness goals, and (b) integration with City's Parent, Family, and Community Engagement (PFCE) Framework. CENTER must focus on the quality of teacher-child interactions, evidence-based teaching

practices, evidence-based curriculum, and the inclusion of parents. CENTER must consistently work to improve its practices to achieve Plan goals and objectives. City will analyze achievement and identify areas for improvement; CENTER agrees to implement City's guidance.

- (8) Analysis of Progress. CENTER, in coordination with the City, will assess child progress on an ongoing basis utilizing the Early Learning Accomplishment Profile (E-LAP) and the Learning Accomplishment Profile; 3<sup>rd</sup> edition (LAP-3) and all associated components (together, the "Assessments") in order to conform with the Assessment and assessment process, and must:
- (i) ensure Instructional Coach participation in monthly Instructional Coaching meetings to build knowledge and skills in order to directly support teacher's understanding, planning, and administration of the Assessments.
  - (ii) conduct Assessments at least three times per program year (at the beginning, middle and end) utilizing the Data Entry & Benchmark Due Date Guide. If needed, CENTER will also coordinate with City to make mid-year adjustments in instruction and/or professional development support should patterns or trends be identified in the analysis, and use such information to inform teachers and parents how best to individualize each child's learning and progress across domains.

City will provide support, training and technical assistance as needed.

- (9) Quality Improvement. CENTER must:
- (i) select one (1) teacher to participate in City's Together, Learning, and Collaborating (TLC) intensive coaching system each program year;
  - (ii) ensure Instructional Coach participation in monthly Peer/Instructional Coaching meetings; and
  - (iii) implement Coaching to Fidelity twice (2x) a program year, utilizing the EHS Data Entry & Benchmarks Due Date Guide.

**(B) Safe and Healthy Environments Services**

CENTER will perform the following services as it relates to the specific service listed below in compliance with the requirements of 45 C.F.R Chapter XIII Parts 1302.40 – 1302.47 and 1302.33. In addition, health and safety standards must be maintained at all times and in accordance with Texas Health and Human Services Child Care Regulation Minimum Standards. At a minimum, CENTER must:

- (1) Posted Policies & Procedures. establish and implement policies and procedures to respond to medical and dental health emergencies, in which all staff must be familiar and trained. Procedures must include how and where the following items must be posted:
- (i) policies and plans of action; telephone numbers of emergency response systems;
  - (ii) emergency evacuation routes and other safety procedures for emergencies;
  - (iii) methods of notifying parents in the event of an emergency;
  - (iv) up-to-date family contact information and authorization for emergency care; and
  - (v) established methods for handling cases of suspected or known child abuse and neglect.

City must be notified within 24 hours of any incident or emergency.

City will provide support, training and technical assistance to ensure these requirements are met.

- (2) Caring for Our Children Basics. train staff, and establish, implement and enforce a system of practices to ensure children are kept safe at all times. Children must never be left unsupervised. CENTER should consult *Caring for our Children Basics* for additional information to develop and implement adequate safety practices.

- (3) Safety Management. develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with §1302.102 of Head Start regulations. This includes adequate policies and practices to cover all facilities, equipment, materials, background checks, safety training, safety and hygiene practices, and administrative safety procedures; and ensure child safety. Further, CENTER must establish and practice, at a minimum, procedures for:
  - (i) emergencies,
  - (ii) fire prevention and response,
  - (iii) protection from contagious diseases including appropriate inclusion and exclusion policies for when a child is ill, and to prevent an infectious disease outbreak, and must include appropriate notifications of any reportable illness,
  - (iv) the handling, storage, administration, and record of administration of medication,
  - (v) ensuring children are only released to an authorized adult, and
  - (vi) child-specific health care needs and food allergies that include an accessible plan of action for emergencies. For food allergies. this includes posting where staff can view as needed, any individual child food allergies wherever food is served.
- (4) Disaster Preparedness. establish and practice, as appropriate, a disaster preparedness plan for events including natural and human-made disasters and emergencies, and violence in or near the program.

#### **(C) Facilities**

- (1) Upon notification by the City, but not less than once every three years, Center agrees to conduct water, soil, and paint testing performed by a City-approved, state of Texas-certified, Lead Risk Assessor for lead wherever Head Start services are provided. Center must provide to the City:
  - The Assessor's active Lead Certification Number, and
  - A copy of the assessment.
- (2) Center must submit invoices and associated documentation for City pre-approval, or collaborate with the City if it has any funding concerns.
- (3) Should any test be positive for the presence of lead, Center must immediately inform the City, submit a plan for abatement within seven (7) days, and cooperate with the City on a plan to remove or relocate children so that their exposure to lead is eliminated.

#### **(D) Nutrition Services**

CENTER must:

- (1) Nutrition Plan. in coordination with City:
  - (i) work with families to identify each child's nutritional needs, considering staff and family discussions regarding any relevant nutrition-related assessment data; information about family eating patterns including cultural preference; special dietary requirements; and feeding requirements of each child with disabilities; and information about major community nutritional issues.
  - (ii) design and implement a nutrition plan that meets the nutritional needs and feeding requirements of each child, and takes into account the length of the program day.
- (2) Special Diets. post up-to-date individualized special diet information in each applicable classroom and ensure all teachers are aware of each child's dietary needs at all times.

- (3) Dietician. work with City and City's nutritionist/dietician to support engagement opportunities for parents, children and staff as applicable.
- (4) Family-Style Meals. encourage family-style meals when developmentally appropriate, and ensure snack and mealtimes are structured and used as learning opportunities that support staff-child interactions and foster communication that contribute to a child's learning, development, and socialization.
- (5) CACFP. use funds from the USDA CACFP as the primary source of payment for meal services.

**(E) Health Services (including Dental/Oral and Mental Health)**

CENTER must:

- (1) Exclusion for Sickness.
  - (i) Short-term illness – temporarily exclude a child with a short-term injury or an acute or short-term contagious illness from participation in activities or group experiences, but only for that generally short-term period when keeping the child in care poses a significant risk to the health and safety of the child or anyone in contact with the child.
  - (ii) Exclusion Not Allowed – not deny admission to any child, nor exclude any enrolled child from participation solely based on health care needs or medication requirements, unless the child poses a significant risk to the health and safety of the child or anyone in contact with the child and the risk cannot be eliminated or reduced to an acceptable level through reasonable modifications or by providing appropriate auxiliary aids.
- (2) Medication. establish and maintain written procedures regarding the administration, handling, and storage of medication for every child. Certificates of completion will be maintained by CENTER. The City will provide support, training and technical assistance to ensure these requirements are met.
- (3) Demonstration. ensure staff and volunteers can demonstrate safety practices; foster safety awareness by incorporating it into child and parent activities; and ensure staff, volunteers and children follow the appropriate hygiene requirements.
- (4) First Aid. make available well-supplied first aid kits, appropriate for all ages served in each classroom and on outings away from the facility.
- (5) Immunizations. maintain up-to-date immunization records on all children enrolled.
- (6) Clinics. coordinate with City's EHS Health Manager to provide space for up to four (4) dental clinics. and three (3) lab clinics.
- (7) Collaboration. collaborate with health service providers in the community to provide any needed referrals and additional resources to families with any new or reoccurring medical, dental or developmental concerns.
- (8) Screenings. ensure the following occurs within 45 calendar days of each child's entry into the program and again every school year: evidence-based vision and hearing screenings, current developmental screening to identify concerns regarding behavioral, motor, language, cognitive, and social and emotional skills. CENTER must use the information from the screening to address developmental, sensory, and behavioral concerns. Ongoing observations, medical and dental evaluations and treatments, and insights from the child's parents/guardians must be utilized to determine how the program can best respond to each child's individual characteristics, strengths and needs.

- (9) Oral Health Hygiene. assist, by appropriate staff or volunteers, all children with teeth in brushing their teeth with toothpaste containing fluoride once daily.
- (10) Documentation & Follow-up. document in ChildPlus all referrals and services and monitor the implementation of a follow-up plan to meet any treatment needs associated with a health, oral health, social and emotional, or developmental concerns.
- (11) Mental Health Services.
  - (i) collaboratively work with parents to:
    - (a) solicit information, observation, and concerns about their child’s mental health;
    - (b) share staff observations and the child’s behavior and development; and
    - (c) share observations with mental health professionals as pertains to the child receiving services.
  - (ii) secure or refer, when appropriate, the services of licensed mental health professionals with sufficient frequency to enable the timely and effective identification of and intervention for family and staff concerns about a child’s mental health.
  - (iii) allow access to children and staff to assist with services in City’s Wellness Support Services Policy.
- (12) Diapers, Formula & Other Unfunded Needs. Program funds may be used for diapers and formula, as well as other medical and oral health services when no other funding is available.

**(F) Family and Community Support Services**

- (1) In collaboration with City-led staff, CENTER must:
  - (i) provide at least two (2) parent engagement and education activities per program year that are responsive to the expressed needs of the parents.
  - (ii) provide opportunities to include parents in the development of the program’s curriculum and approach to child development and education.
  - (iii) collaborate with other service providers to provide opportunities to enhance parenting skills, knowledge and understanding of the educational and developmental needs and activities of their children.
  - (iv) promote purpose and support parents’ understanding of the School Readiness Home Learning activities and submit monthly School Readiness Home Learning activities to City as specified.
- (2) Education staff must conduct:
  - (i) two (2) home visits per year; visits may occur at a mutually agreed upon location at the request of the parent; and
  - (ii) two (2) staff-parent conferences per child per year, to enhance the knowledge and understanding of the educational and developmental progress and activities of children.

CENTER understands that if a parent denies home visits and conferences, they are not required as a condition of a child’s receiving services; however, CENTER must properly document the denial according to City’s guidance. City will provide support, training and technical assistance to ensure requirements are met.

**ATTACHMENT II (A)**  
**IMPLEMENTATION PROGRAM BUDGET FOR**  
**THE EHS PROGRAM THROUGH 1/31/25**

**City of San Antonio Head Start -PK Program  
 February 1, 2024 to January 31, 2025  
 Education Services Provider: Blessed Sacrament Academy - Implementation**

Categories	Federal Share Funding	Non-Federal Share Match	Total Budget	Federal Admin Funding	Non-Federal Admin Match	Total Admin Budget	
Salaries	\$21,486	\$0	\$21,486	\$0	\$0	\$0	
Fringe Benefits	\$1,818	\$0	\$1,818	\$0	\$0	\$0	
<b>TOTAL PERSONNEL</b>	<b>\$23,304</b>	<b>\$0</b>	<b>\$23,304</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Travel	\$0	\$0	\$0	\$0	\$0	\$0	
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	
Supplies	\$38,122	\$0	\$38,122	\$0	\$0	\$0	
Contractual	\$80,811	\$0	\$80,811	\$0	\$0	\$0	
Other	\$7,500	\$0	\$7,500	\$0	\$0	\$0	
<b>TOTALS</b>	<b>\$149,737</b>	<b>\$0</b>	<b>\$149,737</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>

*Carel L. Le*

Signature of Agency Authorized Representative

7/19/2024

Date

**This section reserved for COSA use only**

**Reviewed by:**

**Hilda J Banuelos**

Digitally signed by Hilda J Banuelos  
Date: 2024.07.23 09:44:00 -05'00'

Program Monitor Signature and Date

*Armeda Aguilera*

7/23/24

Fiscal Monitor Signature and Date

**Approved by:**

**Audrey K. Jackson**

Digitally signed by Audrey K. Jackson  
Date: 2024.07.23 09:59:11 -05'00'

COSA Head Start Administrator Signature and Date

*Stephen Gonzalez*

07/23/2024

Fiscal Manager Signature and Date





City of San Antonio Head Start -PK Program								
February 1, 2024 to January 31, 2025								
Education Services Provider: Blessed Sacrament Academy - Implementation								
							Total Admin Costs = M + N	
	B	C	I	J	K	L	M	N
Category	Contractor GL	Category Description	TOTAL BUDGET	Federal Reimbursement Amount	Non Federal In Kind Amount	TOTAL PROGRAM	Federal Admin Reimbursement Amount	Non Federal Admin In Kind
				from Column I	from Column I	Columns J + K	from Column J	from Column K
Salaries		<i>From Salaries worksheet</i>	21,486	21,486	0	21,486	0	0
Fringes	205-XX-6141	FICA	1,644	1,644	0	1,644		
Fringes	205-XX-6142	Health Insurance				0		
Fringes	205-XX-6146	Retirement				0		
Fringes	205-XX-6143	Worker's Compensation	174	174		174		
Fringe	205-XX-6145	Unemployment				0		
Travel	205-XX-6411	Official Travel (out of town)				0		
Equipment	205-XX-66XX	Equipment >\$5,000 per unit cost, enter specific data				0		
Equipment	205-XX-66XX	Equipment >\$5,000 per unit cost, enter specific data				0		
Supplies	205-11-6399	Classroom Supplies	18,000	18,000	0	18,000		
Supplies	205-23-6399	Office Supplies	2,122	2,122	0	2,122		
Supplies	205-33-6399	Medical and Dental Supplies	3,000	3,000	0	3,000		
Supplies	205-51-6399/6319	Janitorial Supplies	2,500	2,500	0	2,500		
Supplies	205-XX-6399	Cap <5000 - Computers	2,500	2,500	0	2,500		
Supplies	205-XX-6399	Cap <5000 - Machinery & Equipment				0		
Supplies	205-XX-6399	Cap <5000 - Furniture & Fixtures	10,000	10,000	0	10,000		
Contractua	205-XX-6299	CPR	400	400	0	400		
Contractua	205-XX-6299	Contracted services for PASEO				0		
Contractua	205-XX-6299/6629	Building Improvements	75,411	75,411	0	75,411		
Contractua	205-XX-62XX	Contracted Services for Mental Wellness				0		
Contractua	205-XX-XXXX	Contractor to hire for room repairs	5,000	5,000	0	5,000		
Other	205-13/23-6499	Staff Development/Training/Seminars/Class/CDA	3,000	3,000	0	3,000		
Other	205-23-6499	Food and Snacks for meetings	1,000	1,000	0	1,000		
Other	205-23-6499	Adverstising and Publications				0		
Other	205-23-6295	Binding Printing and Reproduction	500	500	0	500		
Other	205-XX-6411	Transportation Fees-Staff Mileage				0		
Other	205-XX-6412	Transportation Fees-Field Trips-Children				0		
Other	205-XX-6499	Mail and Postage				0		
Other	205-11-6499-FOD	Food for Adults (Not reimbursed by USDA)				0		
Other	205-51-6257/6258	Gas and Electricity				0		
Other	205-51-6255	Water and Sewer				0		
Other	205-XX-XXXX	Online-cost realted to LAP or Archive	1,500	1,500		1,500		
Other	205-XX-XXXX	Outdoor Learning Spaces (centers/materials)	1,500	1,500		1,500		
Other	205-XX-XXXX	Other commodities				0		
<b>TOTALS</b>			<b>149,737</b>	<b>149,737</b>	<b>0</b>	<b>149,737</b>	<b>0</b>	<b>0</b>
			I	J	K	L	M	N
TOTALS BY CATEGORY			TOTAL BUDGET	Federal Reimbursement Amount	Non Federal In Kind Amount	TOTAL PROGRAM	Federal Admin	Non Federal Admin
<b>SALARIES</b>			<b>21,486</b>	<b>21,486</b>	<b>0</b>	<b>21,486</b>	<b>0</b>	<b>0</b>
<b>FRINGE</b>			<b>1,818</b>	<b>1,818</b>	<b>0</b>	<b>1,818</b>	<b>0</b>	<b>0</b>
<b>TRAVEL (Prior approval and supporting documents. re</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>EQUIPMENT (Prior Approval and supporting documen</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>SUPPLIES</b>			<b>38,122</b>	<b>38,122</b>	<b>0</b>	<b>38,122</b>	<b>0</b>	<b>0</b>
<b>CONTRACTUAL</b>			<b>80,811</b>	<b>80,811</b>	<b>0</b>	<b>80,811</b>	<b>0</b>	<b>0</b>
<b>OTHER</b>			<b>7,500</b>	<b>7,500</b>	<b>0</b>	<b>7,500</b>	<b>0</b>	<b>0</b>
<b>TOTALS</b>			<b>149,737</b>	<b>149,737</b>	<b>0</b>	<b>149,737</b>	<b>0</b>	<b>0</b>

City of San Antonio Head Start -PK Program  
 February 1, 2024 to January 31, 2025  
 Education Services Provider: Blessed Sacrament Academy - Implementation

Category	Contractor GL	Category Description	2024										2025	Total		
			Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Jan	
Salaries		From Salaries worksheet										21,486				21,486
Fringes	205-XX-6141	FICA										1,644				1,644
Fringes	205-XX-6142	Health Insurance														0
Fringes	205-XX-6146	Retirement														0
Fringes	205-XX-6143	Worker's Compensation										174				174
Fringe	205-XX-6145	Unemployment														0
Travel	205-XX-6411	Official Travel (out of town)														0
Equipment	205-XX-66XX	Equipment >\$5,000 per unit cost, enter specific data														0
Equipment	205-XX-66XX	Equipment >\$5,000 per unit cost, enter specific data														0
Supplies	205-11-6399	Classroom Supplies								9,000	9,000					18,000
Supplies	205-23-6399	Office Supplies								1,061	1,061					2,122
Supplies	205-33-6399	Medical and Dental Supplies								1,500	1,500					3,000
Supplies	205-51-6399/63	Janitorial Supplies								1,250	1,250					2,500
Supplies	205-XX-6399	Cap <5000 - Computers								1,250	1,250					2,500
Supplies	205-XX-6399	Cap <5000 - Machinery & Equipment														0
Supplies	205-XX-6399	Cap <5000 - Furniture & Fixtures								5000	5000					10,000
Contractua	205-XX-6299	CPR									400					400
Contractua	205-XX-6299	Contracted services for PASEO														0
Contractua	205-XX-6299/6t	Building Improvements										45,241	30,170			75,411
Contractua	205-XX-62XX	Contracted Services for Mental Wellness														0
Contractua	205-XX-XXXX	Contractor to hire for room repairs								2500	2,500					5,000
Other	205-13/23-6499	Staff Development/Training/Seminars/Class/CDA								1,000	1,000	1,000				3,000
Other	205-23-6499	Food and Snacks for meetings								333	333	333				1,000
Other	205-23-6499	Adverstising and Publications														0
Other	205-23-6295	Binding Printing and Reproduction								250	250					500
Other	205-XX-6411	Transportation Fees-Staff Mileage														0
Other	205-XX-6412	Transportation Fees-Field Trips-Children														0
Other	205-XX-6499	Mail and Postage														0
Other	205-11-6499-FC	Food for Adults (Not reimbursed by USDA)														0
Other	205-51-6257/62	Gas and Electricity														0
Other	205-51-6255	Water and Sewer														0
Other	205-XX-XXXX	Online-cost realted to LAP or Archive								750	750					1,500
Other	205-XX-XXXX	Outdoor Learning Spaces (centers/materials)								750	750					1,500
Other	205-XX-XXXX	Other commodoties														0
<b>TOTALS</b>			<b>0</b>	<b>24,644</b>	<b>93,589</b>	<b>31,503</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>149,737</b>						

**ATTACHMENT II (B)**  
**PRORATED PROGRAM BUDGET FOR THE EHS PROGRAM**  
**FROM 10/1/24 - 1/31/25**

**City of San Antonio Head Start -PK Program**  
 Prorated Budget for **October 1, 2024 to January 31, 2025**  
 Education Services Provider: **Blessed Sacrament Academy - Prorated**

Categories	Federal Share Funding	Non-Federal Share Match	Total Budget	Federal Admin Funding	Non-Federal Admin Match	Total Admin Budget	
Salaries	\$85,800	\$0	\$85,800	\$0	\$0	\$0	
Fringe Benefits	\$8,677	\$0	\$8,677	\$0	\$0	\$0	
<b>TOTAL PERSONNEL</b>	<b>\$94,477</b>	<b>\$0</b>	<b>\$94,477</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Travel	\$0	\$0	\$0	\$0	\$0	\$0	
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	
Supplies	\$12,026	\$0	\$12,026	\$0	\$0	\$0	
Contractual	\$2,000	\$0	\$2,000	\$0	\$0	\$0	
Other	\$3,800	\$36,575	\$40,375	\$0	\$0	\$0	
<b>TOTALS</b>	<b>\$112,303</b>	<b>\$36,575</b>	<b>\$148,878</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>

*Carol S. De*

Signature of Agency Authorized Representative

*7/19/2024*

Date

**This section reserved for COSA use only**

**Reviewed by:**

**Hilda J Banuelos** Digitally signed by Hilda J Banuelos  
 Date: 2024.07.23 09:44:21 -05'00'

Program Monitor Signature and Date

*Aracela Aguilera* 7/23/24

Fiscal Monitor Signature and Date

**Approved by:**

**Audrey K. Jackson** Digitally signed by Audrey K. Jackson  
 Date: 2024.07.23 10:01:07 -05'00'

COSA Head Start Administrator Signature and Date

*Stephen Gonzalez* 07/23/2024

Fiscal Manager Signature and Date





City of San Antonio Head Start -PK Program								
October 1, 2024 to January 31, 2025								
Education Services Provider: Blessed Sacrament Academy - Prorated								
	B	C	I	J	K	L	Total Admin Costs = M + N	
Category	Contractor GL	Category Description	TOTAL BUDGET	Federal Reimbursement Amount	Non Federal In Kind Amount	TOTAL PROGRAM	Federal Admin Reimbursement Amount	Non Federal Admin In Kind
				from Column I	from Column I	Columns J + K	from Column J	from Column K
Salaries		<i>From Salaries worksheet</i>	85,800	85,800	0	85,800	0	0
Fringes	205-XX-6141	FICA	7,982	7,982		7,982		
Fringes	205-XX-6142	Health Insurance				0		
Fringes	205-XX-6146	Retirement				0		
Fringes	205-XX-6143	Worker's Compensation	695	695		695		
Fringe	205-XX-6145	Unemployment				0		
Travel	205-XX-6411	Official Travel (out of town)				0		
Equipment	205-XX-66XX	Equipment >\$5,000 per unit cost, enter specific data				0		
Equipment	205-XX-66XX	Equipment >\$5,000 per unit cost, enter specific data				0		
Supplies	205-11-6399	Classroom Supplies	5,026	5,026	0	5,026		
Supplies	205-23-6399	Office Supplies	1,000	1,000	0	1,000		
Supplies	205-33-6399	Medical and Dental Supplies	500	500		500		
Supplies	205-51-6399/6319	Janitorial Supplies	2,000	2,000	0	2,000		
Supplies	205-XX-6399	Cap <5000 - Computers	1,000	1,000	0	1,000		
Supplies	205-XX-6399	Cap <5000 - Machinery & Equipment				0		
Supplies	205-XX-6399	Cap <5000 - Furniture & Fixtures	2,500	2,500	0	2,500		
Contractua	205-XX-6299	CPR				0		
Contractua	205-XX-6299	Contracted services for PASEO				0		
Contractua	205-XX-6299/6629	Building Improvements	2,000	2,000		2,000		
Contractua	205-XX-62XX	Contracted Services for Mental Wellness				0		
Contractua	205-XX-XXXX	(Specify)				0		
Other	205-13/23-6499	Staff Development/Training/Seminars/Class/CDA	600	600		600		
Other	205-23-6499	Food and Snacks for meetings	1,200	1,200		1,200		
Other	205-23-6499	Adverstising and Publications				0		
Other	205-23-6295	Binding Printing and Reproduction	1,000	1,000		1,000		
Other	205-XX-6411	Transportation Fees-Staff Mileage				0		
Other	205-XX-6412	Transportation Fees-Field Trips-Children				0		
Other	205-XX-6499	Mail and Postage				0		
Other	205-11-6499-FOD	Food for Adults (Not reimbursed by USDA)				0		
Other	205-51-6257/6258	Gas and Electricity				0		
Other	205-51-6255	Water and Sewer				0		
Other	205-XX-XXXX	BSA FMV Building In-Kind	36,575		36,575	36,575		
Other	205-XX-XXXX	Outdoor Learning Spaces (Centers/Materials)	1,000	1,000		1,000		
Other	205-XX-XXXX	Other commodities				0		
<b>TOTALS</b>			<b>148,878</b>	<b>112,303</b>	<b>36,575</b>	<b>148,878</b>	<b>0</b>	<b>0</b>
TOTALS BY CATEGORY			TOTAL BUDGET	Federal Reimbursement Amount	Non Federal In Kind Amount	TOTAL PROGRAM	Federal Admin	Non Federal Admin
<b>SALARIES</b>			<b>85,800</b>	<b>85,800</b>	<b>0</b>	<b>85,800</b>	<b>0</b>	<b>0</b>
<b>FRINGE</b>			<b>8,677</b>	<b>8,677</b>	<b>0</b>	<b>8,677</b>	<b>0</b>	<b>0</b>
<b>TRAVEL</b> (Prior approval and supporting documents. re			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>EQUIPMENT</b> (Prior Approval and supporting documen			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>SUPPLIES</b>			<b>12,026</b>	<b>12,026</b>	<b>0</b>	<b>12,026</b>	<b>0</b>	<b>0</b>
<b>CONTRACTUAL</b>			<b>2,000</b>	<b>2,000</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>0</b>
<b>OTHER</b>			<b>40,375</b>	<b>3,800</b>	<b>36,575</b>	<b>40,375</b>	<b>0</b>	<b>0</b>
<b>TOTALS</b>			<b>148,878</b>	<b>112,303</b>	<b>36,575</b>	<b>148,878</b>	<b>0</b>	<b>0</b>

City of San Antonio Head Start -PK Program  
 October 1, 2024 to January 31, 2025  
 Education Services Provider: Blessed Sacrament Academy - Prorated

			2024										2025	Total	
Category	Contractor GL	Category Description	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Total
Salaries		<i>From Salaries worksheet</i>									21,450	21,450	21,450	21,450	85,800
Fringes	205-XX-6141	FICA									1,996	1,996	1,996	1,996	7,982
Fringes	205-XX-6142	Health Insurance													0
Fringes	205-XX-6146	Retirement													0
Fringes	205-XX-6143	Worker's Compensation									174	174	174	174	695
Fringe	205-XX-6145	Unemployment													0
Travel	205-XX-6411	Official Travel (out of town)													0
Equipment	205-XX-66XX	Equipment >\$5,000 per unit cost, enter specific data													0
Equipment	205-XX-66XX	Equipment >\$5,000 per unit cost, enter specific data													0
Supplies	205-11-6399	Classroom Supplies									1,257	1,257	1,257	1,257	5,026
Supplies	205-23-6399	Office Supplies									250	250	250	250	1,000
Supplies	205-33-6399	Medical and Dental Supplies									125	125	125	125	500
Supplies	205-51-6399/63	Janitorial Supplies									500	500	500	500	2,000
Supplies	205-XX-6399	Cap <5000 - Computers									250	250	250	250	1,000
Supplies	205-XX-6399	Cap <5000 - Machinery & Equipment													0
Supplies	205-XX-6399	Cap <5000 - Furniture & Fixtures									625	625	625	625	2,500
Contractua	205-XX-6299	CPR													0
Contractua	205-XX-6299	Contracted services for PASEO													0
Contractua	205-XX-6299/6t	Building Improvements									500	500	500	500	2,000
Contractua	205-XX-62XX	Contracted Services for Mental Wellness													0
Contractua	205-XX-XXXX	(Specify)													0
Other	205-13/23-6499	Staff Development/Training/Seminars/Class/CDA									150	150	150	150	600
Other	205-23-6499	Food and Snacks for meetings									300	300	300	300	1,200
Other	205-23-6499	Adverstising and Publications													0
Other	205-23-6295	Binding Printing and Reproduction									250	250	250	250	1,000
Other	205-XX-6411	Transportation Fees-Staff Mileage													0
Other	205-XX-6412	Transportation Fees-Field Trips-Children													0
Other	205-XX-6499	Mail and Postage													0
Other	205-11-6499-FC	Food for Adults (Not reimbursed by USDA)													0
Other	205-51-6257/62	Gas and Electricity													0
Other	205-51-6255	Water and Sewer													0
Other	205-XX-XXXX	BSA FMV Building In-Kind													0
Other	205-XX-XXXX	Outdoor Learning Spaces (Centers/Materials)									250	250	250	250	1,000
Other	205-XX-XXXX	Other commodities													0
<b>TOTALS</b>			<b>0</b>	<b>28,076</b>	<b>28,076</b>	<b>28,076</b>	<b>28,076</b>	<b>112,303</b>							

**ATTACHMENT II**  
**PROGRAM BUDGET FOR THE EHS PROGRAM**  
**FOR 2/1/25 - 1/31/25**

City of San Antonio Head Start -PK Program  
 February 1, 2025 to January 31, 2026  
 Education Services Provider: Blessed Sacrament Academy - Full Year

Categories	Federal Share Funding	Non-Federal Share Match	Total Budget	Federal Admin Funding	Non-Federal Admin Match	Total Admin Budget	
Salaries	\$275,476	\$0	\$275,476	\$0	\$0	\$0	
Fringe Benefits	\$23,305	\$0	\$23,305	\$0	\$0	\$0	
<b>TOTAL PERSONNEL</b>	<b>\$298,781</b>	<b>\$0</b>	<b>\$298,781</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Travel	\$0	\$0	\$0	\$0	\$0	\$0	
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	
Supplies	\$21,128	\$0	\$21,128	\$0	\$0	\$0	
Contractual	\$10,000	\$0	\$10,000	\$0	\$0	\$0	
Other	\$7,000	\$112,303	\$119,303	\$0	\$0	\$0	
<b>TOTALS</b>	<b>\$336,909</b>	<b>\$112,303</b>	<b>\$449,212</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>

*Carol S. [Signature]*

Signature of Agency Authorized Representative

*7/19/2024*  
Date

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Reviewed by:

**Hilda J Banuelos**

Digitally signed by Hilda J Banuelos  
Date: 2024.07.23 09:45:15 -05'00'

Program Monitor Signature and Date

*Aracela Aguilera*

07/23/24

Fiscal Monitor Signature and Date

Approved by:

**Audrey K. Jackson**

Digitally signed by Audrey K. Jackson  
Date: 2024.07.23 10:00:36 -05'00'

COSA Head Start Administrator Signature and Date

*Stephen Gonzalez*

07/23/2024

Fiscal Manager Signature and Date







City of San Antonio Head Start -PK Program  
February 1, 2025 to January 31, 2026  
Education Services Provider: Blessed Sacrament Academy - Full Year

			2025												2026	
Category	Contractor GL	Category Description	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Total	
Salaries		From Salaries worksheet	22,956	22,956	22,956	22,956	22,956	22,956	22,956	22,956	22,956	22,956	22,956	22,956	275,476	
Fringes	205-XX-6141	FICA	1,756	1,756	1,756	1,756	1,756	1,756	1,756	1,756	1,756	1,756	1,756	1,756	21,074	
Fringes	205-XX-6142	Health Insurance													0	
Fringes	205-XX-6146	Retirement													0	
Fringes	205-XX-6143	Worker's Compensation	186	186	186	186	186	186	186	186	186	186	186	2,231		
Fringe	205-XX-6145	Unemployment													0	
Travel	205-XX-6411	Official Travel (out of town)													0	
Equipment	205-XX-66XX	Equipment >\$5,000 per unit cost, enter specific data													0	
Equipment	205-XX-66XX	Equipment >\$5,000 per unit cost, enter specific data													0	
Supplies	205-11-6399	Classroom Supplies	2,000			2,000			3,000		3,000			1,628	11,628	
Supplies	205-23-6399	Office Supplies	200		200		200			200		200			1,000	
Supplies	205-33-6399	Medical and Dental Supplies	500			500		500			500				2,000	
Supplies	205-51-6399/63	Janitorial Supplies		1,000			500			1,000					2,500	
Supplies	205-XX-6399	Cap <5000 - Computers	1,000					500							1,500	
Supplies	205-XX-6399	Cap <5000 - Machinery & Equipment			500					500					1,000	
Supplies	205-XX-6399	Cap <5000 - Furniture & Fixtures		1000			1000			1000					3,000	
Contractua	205-XX-6299	CPR													0	
Contractua	205-XX-6299	Contracted services for PASEO													0	
Contractua	205-XX-6299/66	Building Improvements		2,000			2,000		3,000			2,000		1,000	10,000	
Contractua	205-XX-62XX	Contracted Services for Mental Wellness													0	
Contractua	205-XX-XXXX	(Specify)													0	
Other	205-13/23-6499	Staff Development/Training/Seminars/Class/CDA		1,000				1,000			1,000				3,000	
Other	205-23-6499	Food and Snacks for meetings	200		200				200	200				200	1,000	
Other	205-23-6499	Adverstising and Publications													0	
Other	205-23-6295	Binding Printing and Reproduction		500			500			500					1,500	
Other	205-XX-6411	Transportation Fees-Staff Mileage													0	
Other	205-XX-6412	Transportation Fees-Field Trips-Children													0	
Other	205-XX-6499	Mail and Postage													0	
Other	205-11-6499-FC	Food for Adults (Not reimbursed by USDA)													0	
Other	205-51-6257/62	Gas and Electricity													0	
Other	205-51-6255	Water and Sewer													0	
Other	205-XX-XXXX	BSA FMV Building In-Kind													0	
Other	205-XX-XXXX	(Specify)													0	
Other	205-XX-XXXX	Other commodities													0	
<b>TOTALS</b>			<b>28,798</b>	<b>30,398</b>	<b>25,798</b>	<b>27,398</b>	<b>29,098</b>	<b>26,398</b>	<b>31,598</b>	<b>28,298</b>	<b>29,398</b>	<b>27,098</b>	<b>24,898</b>	<b>27,726</b>	<b>336,909</b>	

## ATTACHMENT III

### SPECIAL PROVISIONS

#### I. RESTRICTIONS ON USE OF FUNDS OR PROPERTY

1.01 DEPARTMENT is prohibited from:

- a) using or transferring funds provided under this AGREEMENT for purposes other than authorized Program activities;
- b) using, pledging, granting a security interest in, or otherwise encumbering any right or any property acquired with funds provided under this AGREEMENT as collateral or security for any loan, note debenture, bond or any other debt instrument; and
- c) using any funds provided hereunder for payment of principal or interest on any loan, note, debenture, bond or any other debt instrument, other than those approved by DHS.

#### II. REQUIREMENTS FOR PARTICIPATION IN CITY-DESIGNATED DATA SYSTEM

2.01 DEPARTMENT shall:

- a) utilize ChildPlus to input data that pertains to the on-going day-to-day work completed;
- b) support all design, development, testing and implementation protocols as established by DHS;
- c) participate in preliminary and final testing of the system using City protocols;
- d) allow installation of data encryption software on the Child Care network; and
- e) with parental permission, provide DHS with access to critical confidential data in Section 3.01 below.

2.02 Both Parties agree:

- a) to use best efforts to cooperate and exchange information regarding all aspects of the project and comply with all reasonable requests with respect to information in the system.
- b) that nothing herein shall be construed as to control or in any way limit the right of parents to choose a Program provider.

#### III. CONFIDENTIAL DATA

3.01 The Parties to this AGREEMENT shall have access to the following confidential data, with parental permission in the case of the child:

**Parent's Information:**

Case Number  
First Name, Middle Initial, Last Name  
Street Address, City, Zip Code  
Telephone Number  
Social Security Number (Optional)  
Birth Date  
Gender  
Race  
Handicap (Optional)  
Yearly Income  
Number of members in the family  
County of Residence  
Employment and training status

**Each child's Information:**

Client Number  
First Name, Middle Initial, Last Name  
Social Security Number (Optional)  
Birth Date  
Gender  
Race  
Handicap (Optional)

**ATTACHMENT IV**  
**HHS AWARD DOCUMENT**



**Recipient Information**

**1. Recipient Name**

CITY OF SAN ANTONIO  
100 W Houston St FL 14  
San Antonio, TX 78205-1414  
210-207-7111

**2. Congressional District of Recipient**

35

**3. Payment System Identifier (ID)**

1746002070A1

**4. Employer Identification Number (EIN)**

746002070

**5. Data Universal Numbering System (DUNS)**

066428400

**6. Recipient's Unique Entity Identifier (UEI)**

LCSQCFLLCDJ4

**7. Project Director or Principal Investigator**

Ms. Audrey Jackson  
Head Start Administrator  
audrey.jackson@sanantonio.gov  
(210) 206-5569

**8. Authorized Official**

Honorable Ron Nirenberg  
Mayor  
ron.nirenberg@sanantonio.gov  
(210) 207-7107

**Federal Agency Information**

ACF/OHS Region VI Grants Office

**9. Awarding Agency Contact Information**

Ms. Jennifer M Curtiss  
Grants Management Officer  
jennifer.curtiss@acf.hhs.gov  
816-426-2991

**10. Program Official Contact Information**

Mr. Kenneth Gilbert  
Regional Program Manager  
HHS/ACF/OHS Region VI  
kenneth.gilbert@acf.hhs.gov  
214-767-8844

**Federal Award Information**

**11. Award Number**

06CH012475-01-00

**12. Unique Federal Award Identification Number (FAIN)**

06CH012475

**13. Statutory Authority**

42 USC 9801 ET SEQ

**14. Federal Award Project Title**

Head Start and Early Head Start

**15. Assistance Listing Number**

93.600

**16. Assistance Listing Program Title**

Head Start

**17. Award Action Type**

New

**18. Is the Award R&D?**

No

**Summary Federal Award Financial Information**

<b>19. Budget Period Start Date</b>	02/01/2024	- End Date	01/31/2025
<b>20. Total Amount of Federal Funds Obligated by this Action</b>	\$15,371,619.00		
20a. Direct Cost Amount	\$15,371,619.00		
20b. Indirect Cost Amount	\$0.00		
<b>21. Authorized Carryover</b>	\$0.00		
<b>22. Offset</b>	\$0.00		
<b>23. Total Amount of Federal Funds Obligated this budget period</b>	\$0.00		
<b>24. Total Approved Cost Sharing or Matching, where applicable</b>	\$3,842,905.00		
<b>25. Total Federal and Non-Federal Approved this Budget Period</b>	\$19,214,524.00		
<b>26. Period of Performance Start Date</b>	02/01/2024	- End Date	01/31/2029
<b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance</b>	\$19,214,524.00		

**28. Authorized Treatment of Program Income**

ADDITIONAL COSTS

**29. Grants Management Officer - Signature**

Ms. Jennifer M Curtiss  
Grants Management Officer

**30. Remarks**



<b>Recipient Information</b>
<b>Recipient Name</b> CITY OF SAN ANTONIO 100 W Houston St FL 14 San Antonio, TX 78205-1414 210-207-7111
<b>Congressional District of Recipient</b> 35
<b>Payment Account Number and Type</b> 1746002070A1
<b>Employer Identification Number (EIN) Data</b> 746002070
<b>Universal Numbering System (DUNS)</b> 066428400
<b>Recipient's Unique Entity Identifier (UEI)</b> LC5QCFLLCDJ4
<b>31. Assistance Type</b> Discretionary Grant
<b>32. Type of Award</b> Service

<b>33. Approved Budget</b> (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$2,793,805.00
b. Fringe Benefits	\$1,180,808.00
c. Total Personnel Costs	\$3,974,613.00
d. Equipment	\$0.00
e. Supplies	\$59,900.00
f. Travel	\$7,403.00
g. Construction	\$0.00
h. Other	\$230,338.00
i. Contractual	\$11,099,365.00
j. TOTAL DIRECT COSTS	\$15,371,619.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$15,371,619.00
m. Federal Share	\$15,371,619.00
n. Non-Federal Share	\$3,842,905.00

**34. Accounting Classification Codes**

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
4-G064122	06CH01247501	ACFOHS	41.51	93.600	\$15,210,142.00	75-24-1536
4-G064120	06CH01247501	ACFOHS	41.51	93.600	\$138,661.00	75-24-1536
4-G064121	06CH01247501	ACFOHS	41.51	93.600	\$22,816.00	75-24-1536



## 35. Terms And Conditions

### STANDARD TERMS

1. Federal awards are subject to legally binding requirements called terms and conditions (T&Cs). Recipients must review and comply with all T&Cs identified under the award. When a recipient is awarded and accepts an ACF award, it must comply with the requirements outlined in the Notice of Award and T&Cs. The recipient must actively manage its award and adhere to all applicable requirements. For more information about grants management activities and resources for recipients throughout the award lifecycle, see the Managing Your ACF Grant Award at <https://www.acf.hhs.gov/grants/manage-grant>.

#### **Applicable Legislation, Statute, and Regulations**

1. The administration of this program is authorized under the Head Start Act, as amended by the Improving Head Start for School Readiness Act of 2007, Public Law 110-134 at <https://www.congress.gov/bill/110th-congress/house-bill/1429>.
2. The program is codified at 42 U.S.C. 9831 et seq at <http://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter105/subchapter2&edition=prelim>.
3. Implementing program regulations are published as the Head Start Program Performance Standards at 45 CFR Parts 1301 to 1305, <https://www.ecfr.gov/current/title-45/subtitle-B/chapter-XIII/subchapter-B>. Additional program guidance is located on the Early Childhood Learning & Knowledge Center (ECLKC), <https://eclkc.ohs.acf.hhs.gov/>. Recipients must act in compliance with the Program Instructions and Information Memoranda. For full text, go to <https://eclkc.ohs.acf.hhs.gov/policy/pi> and <https://eclkc.ohs.acf.hhs.gov/policy/im>.
4. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards found at 45 CFR Part 75 at <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-75>. This award is subject to the Closeout requirements for Grants and Agreements found at 2 CFR 200.344 at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-FCFR682eb6fbabcde2/section-200.344>.
5. This award is subject to Executive Orders in the Federal Register available at <https://www.federalregister.gov/presidential-documents/executive-orders>.
6. This award is subject to requirements or limitations in any applicable Appropriations Act available at <https://crsreports.congress.gov/>.
7. This award is subject to the Administrative and National Policy Requirements at <https://www.acf.hhs.gov/grants/administrative-and-national-policy-requirements>.
8. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable based on your recipient type and the purpose of this award. This includes requirements in Parts I and II available at <https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html>. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS.



## Department of Health and Human Services

Administration for Children and Families

## Notice of Award

Award# 06CH012475-01-00

FAIN# 06CH012475

Federal Award Date: 01/18/2024

### **Property**

9. This award is subject to the Property Related T&Cs found at <https://www.acf.hhs.gov/grants/manage-grant/grant-award/property-terms>. Under 45 CFR §75.323, all real property, equipment, and intangible property acquired or improved with ACF funds must be held in trust by the non-federal entity as trustee for the **beneficiaries of the project or program** under which the property was acquired or improved.

### **Award Payment**

10. This award will be paid through the Department of Health and Human Services, Payment Management Services, operating under the Program Support Center (PSC). The PSC provides automated award payment and cash management services from awards issued by Federal Government Awarding Agencies through the centralized payment system, Payment Management System (PMS). For more detailed information on payment through PMS, go to <https://pms.psc.gov/>. Drawing funds from PMS indicates acceptance and agreement to the T&Cs of the award.

### **Unique Entity Identifier (UEI) Notice**

11. All applicants and recipients must have an active System for Award Management (SAM) registration and UEI issued. ACF recommends that organizations start the renewal process at least 30 days prior to expiration to avoid delays in federal funding. Entities can search for help at Federal Service Desk (FSD) any time or request help from an FSD agent Monday–Friday 8 a.m. to 8 p.m. ET. This award is subject to requirements as set forth in 2 CFR 25.110.

## **AWARD ATTACHMENTS**

City of San Antonio

06CH012475-01-00

1. Remarks

### **30. REMARKS**

Under Section 638 of the Head Start Act, this action awards San Antonio, City of a project period of 02/01/2024-01/31/2029 for the operation of a Head Start and Early Head Start program in the designated service area(s). This action awards partial funds for the initial budget period of 02/01/2024-01/31/2025.

The projected annual funding levels based on the application submitted for this period are \$28,090,051 for Head Start operations; \$2,330,231 for Early Head Start operations; \$277,322 for Head Start training and technical assistance; and \$45,632 for Early Head Start training and technical assistance. Subject to availability of a Fiscal Year 2024 appropriation, the balance of funds will be awarded at a later date.

Head Start population: 3,020 children.

Designated Head Start service area(s): City of San Antonio, County of Bexar, San Antonio ISD and Edgewood ISD.

Approved program option(s) for the Head Start program: Center-based.

Early Head Start population: 128 infants, toddlers, and pregnant women.

Designated Early Head Start service area(s): City of San Antonio, County of Bexar, San Antonio ISD and Edgewood ISD.

Approved program option(s) for the Early Head Start program: Center-based, Home-based, Locally Designed Program.

This grant is subject to the requirements included in Attachments 1, 2, and 3.

## **NOA Attachment 1**

### **Recipient Organization: San Antonio, City of**

This grant is subject to Section 640(b) of the Head Start Act and 45 C.F.R. § 1303.4 requiring a non-federal match of 20 percent of the total cost of the program. This grant is also subject to the requirements in Section 644(b) of the Head Start Act and 45 C.F.R. § 1303.5 limiting development and administrative costs to a maximum of 15 percent of the total costs of the program, including the non-federal match contribution of such costs. The requirements for a non-federal match of 20 percent and the limitation of 15 percent for development and administrative costs apply to the 02/01/2024-01/31/2025 budget period unless a waiver is approved. Any request for a waiver of the non-federal match, or a portion thereof, that meets the conditions under Section 640(b)(1)-(5) of the Head Start Act and 45 C.F.R. § 1303.4 or a waiver of the limitation on development and administrative costs that meets the conditions under 45 C.F.R. § 1303.5 must be submitted in advance of the end of the budget period. Any waiver request submitted after the expiration of the project period will not be considered.

The HHS Uniform Administrative Requirements (see 45 C.F.R. § 75.308(c)(1)(ii)) provide the authority to ACF to approve key staff of Head Start grant recipients. For the purposes of this grant, key staff is defined as the Head Start Director or person carrying out the duties of the Head Start Director if not under that title and the Chief Executive Officer, Executive Director and/or Chief Fiscal Officer if any of those positions is funded, either directly or through indirect cost recovery, more than 50 percent with Head Start funds.

Section 653 of the Head Start Act prohibits the use of any federal funds, including Head Start grant funds, to pay any portion of the compensation of an individual employed by a Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

Prior written approval must be obtained for the purchase of equipment and other capital expenditures as described in 45 C.F.R. § 75.439(a). Prior written approval must also be obtained under 45 C.F.R. § 75.439(b)(3) and 45 C.F.R. Part 1303 Subpart E - Facilities to use Head Start grant funds for the initial or ongoing purchase, construction, and major renovation of facilities. No Head Start grant funds may be used toward the payment of one-time expenses, principal and interest for the acquisition, construction or major renovation of a facility without prior written approval of the Administration for Children and Families.

## **NOA Attachment 2**

### **Real Property Terms and Conditions**

Terms and Conditions for Awards involving Property, if applicable

- Under grant program regulations at 45 C.F.R. § 75.323, a property trust relationship exists for the benefit of the awarding program in all property the non-federal entity acquires or improves with the Administration for Children and Families (ACF) funds, including real property, equipment and supplies. The non-federal entity holds the property in trust for the beneficiaries of the project or program under which the property was acquired or improved. ACF requires the non-federal entity to record liens or other appropriate notices such as Notices of federal Interest to indicate that real property has been acquired or improved with federal award funds and that use and disposition conditions apply to the property. The federal interest in the property cannot be defeated by a recipient's failure to file an appropriate notice of federal interest. A recipient may not encumber or permit a third party to encumber any property where federal funds were used for purchase, construction or major renovation without ACF's written consent. Financing and refinancing a property with or without subordination of the federal interest are encumbrance actions and subject to formal ACF approval, including the submission of the SF-429 Attachment B Acquire or Improve Request form (along with the supporting documentation) and the SF-429 Attachment C Encumbrance Request form (along with supporting documentation) in GrantSolutions On-Line Data Collection (OLDC) system. For guidance and reporting information, see Real Property Guidance: [https://www.acf.hhs.gov/grants/real-property#book\\_content\\_0](https://www.acf.hhs.gov/grants/real-property#book_content_0) .
- The federal interest in real property purchased, constructed or renovated with federal funds does not expire and remains in place until formal disposition. When real property is no longer needed either because the non-federal entity is leaving the program or for another reason, the non-federal entity must obtain disposition instructions from ACF in accordance with C.F.R. §75.318(c) (1)-(3) and ACF Policy, including the submission of the SF-429 Attachment C Disposition Request form (along with supporting documentation) in the GrantSolutions On-Line Data Collection (OLDC) system. For additional guidance and reporting information, see Real Property Guidance: [https://www.acf.hhs.gov/grants/real-property#book\\_content\\_0](https://www.acf.hhs.gov/grants/real-property#book_content_0) . While the awardee may indicate a disposition preference in the request for disposition instructions, ACF has the discretion to direct a different disposition option. The non-federal entity must request disposition instructions within 60 days of project expiration or notice of termination. If the non-federal entity fails to request disposition instructions, ACF will direct disposition.

A recipient's failure to comply with ACF's disposition instructions will constitute a material

violation of the terms and conditions of this grant award. Recipients are responsible for maintaining accurate and up-to-date records of any non-federal contributions, including payments of principal and interest on loans, made towards the purchase, construction, or renovation of real property, and itemized records of the funding source of such contributions. Recipients must produce those records when requesting disposition. In accordance with 45 C.F.R. §75.320(e) and ACF policy, the recipient must request disposition instructions utilizing the SF-428 cover page, Attachment C, and S form along with supporting documentation from ACF Office of Grants Management for equipment purchased with federal funds and which is no longer needed either because the recipient is leaving the program or for another reason. For more guidance and reporting information, see Tangible Personal Property Guidance: [https://www.acf.hhs.gov/tangible-personal-property#book\\_content\\_0](https://www.acf.hhs.gov/tangible-personal-property#book_content_0).

- If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination of support or completion of the project or program, the non-federal entity must retain the supplies or use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as equipment. See 45 C.F.R. §75.320(e)(2) for the calculation methodology. For more guidance and reporting information, see Tangible Personal Property Guidance: [https://www.acf.hhs.gov/tangible-personal-property#book\\_content\\_0](https://www.acf.hhs.gov/tangible-personal-property#book_content_0).
- The inventory of equipment, supplies, and real property acquired with Head Start funds under any preceding award must be transferred and recorded under the grant agreement number identified in field 12 of this Notice of Award.
- Pursuant to 45 C.F.R. §75.317, a grant recipient must, at a minimum, provide the equivalent insurance coverage for real property and/or equipment acquired or improved with Federal funds, as provided to other property it owns. If a grant recipient uses federal funds to purchase or continue purchase (e.g. mortgage payments) on real property, including modular facility unit(s), it must maintain physical damage or destruction insurance at the full replacement value of the facility so long as it owns or occupies the facility. At a minimum, a grant recipient must obtain an insurance policy insuring against risk from physical destruction immediately upon acquiring real property or equipment, or upon completion of construction or modernization of a facility when federal funds were expended. The physical destruction insurance policy must insure the full-appraised value of the real property from risk of partial and total physical destruction, including flood insurance, or other special hazard riders, where appropriate. The policy must also include a requirement for the insurer to notify the Administration for Children and Families' Office of Grants Management of any changes in the policy or coverage, for example, loss payee endorsement.

## **NOA Attachment 3**

### **Budget Period 01 of the Project Period**

**Head Start grant recipients must comply with the terms and conditions for the project period award in the specified timeframes.**

#### **Health and Safety**

- Conduct a screening of the health and safety environment of each center and/or family childcare home where services are provided according to the following schedule, as applicable:
  - within 45 days of the start of the program or school year;
  - within 45 days of children receiving services in a new center and/or family childcare home; and/or
  - within 45 days of the start of the project period when the project period begins during the program or school year. See: <https://eclkc.ohs.acf.hhs.gov/publication/health-safety-screener>
- Complete a certification of compliance with all Office of Head Start (OHS) health and safety requirements within 75 days of the start of the program or school year, or within 75 days of the start of the project period when the project period begins during the program or school year.
- Submit the certification via the Head Start Enterprise System (HSES) under the Financials tab, NoA Conditions in the folder titled "Certification of Compliance with Health & Safety Requirements" and notify your Program and Grants Management Specialists of its availability in the Correspondence tab immediately thereafter.

#### **Governance**

- Conduct a screening of the organization's governance and leadership capacity within 60 calendar days of the start of the project period. See: <https://eclkc.ohs.acf.hhs.gov/organizational-leadership/article/governance-leadership-oversight-capacity-screener>
- Complete a certification that the governance and leadership capacity screening was conducted and a training plan was developed within 75 days of the start of the project period. See: <https://eclkc.ohs.acf.hhs.gov/organizational-leadership/article/governance-leadership-oversight-capacity-screener-certification>
- Submit the certification via the Head Start Enterprise System (HSES) under the Financials tab, NoA Conditions in the folder titled "Certification of Governance and Leadership Capacity Screening" and notify your Program and Grants Management Specialists of its availability in the Correspondence tab immediately thereafter. See: <https://eclkc.ohs.acf.hhs.gov/designation-renewal-system>

**ATTACHMENT V**

**HIPAA BAA**

## ATTACHMENT V

### WITNESSETH:

#### *HIPAA BUSINESS ASSOCIATE AGREEMENT*

This HIPAA Business Associate Agreement (**Agreement**) is entered into by and between the City of San Antonio (“**Covered Entity**”), and the named Party in the underlying Agreement, a **Business Associate** (“**BA**”), (collectively, the “**Parties**”).

WHEREAS, the Covered Entity and BA have entered into an Agreement (“**Service Contract**”), effective on February 1, 2024, whereby BA provides education services to the Covered Entity through January 31, 2029; 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**”), Health Information Technology for Economic and Clinical Health Act (“**HITECH Act**”) 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) “Breach” shall mean an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of the protected health information. An impermissible use or disclosure of protected health information is presumed to be a breach unless the covered entity or business associate, as applicable, demonstrates that there is a low probability that the protected health information has been compromised based on a risk assessment of at least the following factors:
  - (a) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - (b) the unauthorized person who used the protected health information or to whom the disclosure was made;
  - (c) whether the protected health information was actually acquired or viewed; and
  - (d) the extent to which the risk to the protected health information has been mitigated.
- (2) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. 164.501.
- (3) “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.
- (4) “Health Information” is defined in 45 C.F.R. 160.103 as any information, including genetic information, whether oral or recorded in any form or medium that: (1) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an

individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

- (5) “Individual” means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (6) “Individually Identifiable Health Information” is defined in 45 C.F.R. 160.103 as information that is a subset of health information, including demographic information collected from an individual, and: (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (7) “Privacy Rule” shall mean the regulations for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subpart E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. 160.103, limited to the information created or received by BA from or on behalf of Covered Entity. PHI includes “Electronic Protected Health Information” or “EPHI” and shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 C.F.R. Parts 160, 162, 164, and under HITECH.
- (9) “Required By Law” means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits. 45 C.F.R 164.103.
- (10) “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- (11) “Security Rules” shall mean the Security Standards for the Protection of Electronic Protected Health Information codified at 45 C.F.R. Part 164.
- (12) The Health Information Technology for Economic and Clinical Health (“HITECH”) Act shall mean Division A, Title XII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

**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 as defined by 45 C.F.R. 164.304 that BA becomes aware of;

- (5) Ensure that a business associate agreement is in place with any of its agents or subcontractors with which BA:
  - (a) does business, and
  - (b) to whom it provides PHI received from, or created or received by BA on behalf of, Covered Entity; and ensures such agents or subcontractors 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 that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI;
- (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 and PHI, 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 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) Immediately, and in no event later than three days from discovery, notify Covered Entity of any breach of PHI, including ePHI, and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and U.S. Department of Health and Human Services, as required, any covered PHI breach. Breach notification to Covered Entity must include: names of individuals with contact information for those who were or may have been impacted by the HIPAA Breach; a brief description of the circumstances of the HIPAA Breach, including the date of the breach and date of discovery; a description of the types of unsecured PHI involved in the breach; a brief description of what the BA has done or is doing to investigate the breach and mitigate harm. BA will appoint a breach liaison and provide contact information to provide information and answer questions Covered Entity may have concerning the breach;
- (12) Comply with all Security Rules requirements;
- (13) Comply with the Privacy Rule for any obligation Covered Entity delegates to BA;
- (14) Under no circumstances sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, effective September 1, 2012, nor shall BA use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity.

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. 164.502(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) This Agreement becomes effective on the date specified herein. 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.

- (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.
- (4) Notwithstanding any other provision under this Agreement, the Parties agree that the Service Contract may be terminated by either Party without penalty should the other Party violate a material obligation under this Agreement.
- G. Amendment to Comply with Law. The Parties agree to take written action as is necessary to amend this Agreement to comply with any Privacy Rules and HIPAA legal requirements for Covered Entity without the need for additional council action.
- 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. BA WILL INDEMNIFY, DEFEND AND HOLD COVERED ENTITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BA IN ACCORDANCE WITH THE INDEMNITY PROVISIONS IN THE SERVICE CONTRACT, WHICH ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES.**
- M. Reimbursement. BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.
- M. 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.
- N. 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 of BA.
- O. Entire Agreement. This Agreement constitutes the complete agreement between Business Associate 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 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.

- P. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

**EXECUTED** by the Parties, signing by and through their authorized representatives, to be effective February 1, 2024.

**COVERED ENTITY:**

**City of San Antonio,**  
a Texas municipal corporation

By: \_\_\_\_\_  
Melody Woosley, Director  
Department of Human Services

**BUSINESS ASSOCIATE:**

**Blessed Sacrament Academy Child Development  
Center**

By: Sister Odilia Koreneck  
Sister Odelia Koreneck

**APPROVED AS TO FORM:**

  
Assistant City Attorney

**ATTACHMENT VI**  
**Additional OMB Provisions**  
**from Appendix II to Part 75—Contract Provisions**  
**for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by HHS or the City, all contracts made by the City under the Federal award must contain provisions covering the following, as applicable (45 C.F.R. 75, Appendix II).

Hereinafter in this Attachment VI, CENTER shall be referred to as “contractor.”

<u>Provision</u>	<u>Page Number of this Attachment</u>
<b>Equal Employment Opportunity</b>	<b>2</b>
<b>Davis Bacon Act</b>	<b>3</b>
<b>Contract Work Hours and Safety Standards Act</b>	<b>8</b>

## **EQUAL EMPLOYMENT OPPORTUNITY provisions (60 C.F.R. 1.4(b)).**

During the performance of this Agreement, contractor agrees:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to CONTRACTOR's books, records, and accounts by the U.S. Department of Health and Human Services ("HHS") and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HHS may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request HHS to enter into such litigation to protect the interests of the United States.

## **DAVIS BACON ACT provisions (29 C.F.R. § 5.5(a))**

For any contract or subcontract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from federal funds, and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. §5.1, the following § 5.5(a) must be included and complied with:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is incorporated herein by reference, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or Program which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding.

HHS or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HHS may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved Program shall maintain written evidence of the registration of apprenticeship Program and certification of trainee Program, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable Program.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HHS. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HHS, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HHS or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT provisions (29 C.F.R. § 5.5(b))**

(1) Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

The U.S. Department of Health and Human Services or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**ATTACHMENT VII**  
**INSURANCE REQUIREMENTS**

Contractor agrees to comply with the following insurance provisions:

- (A) No later than 30 days before the commencement of this Contract, Contractor must provide a completed Certificate(s) of Insurance to City’s Department of Human Services. The certificate must be:
  - clearly labeled with the legal name of Contractor and services in the Description of Operations block;
  - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance);
  - properly endorsed and have the agent’s signature, and phone number,
- (B) Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by City’s Department of Human Services. No officer or employee, other than City’s Risk Manager, shall have authority to waive this requirement.
- (C) If the City does not receive copies of insurance endorsement, then by executing this Contract, Contractor certifies and represents that its endorsements do not materially alter or diminish the insurance coverage during the effective period of this Contract.
- (D) The City’s Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Contract based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- (E) Contractor shall obtain and maintain in full force and effect for the duration of this Contract, at Contractor’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below.
- (F) If the Contractor claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Contractual Liability e. Sexual Abuse / Molestation**	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$500,000 per occurrence; \$1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$500,000 per occurrence
5. Professional Liability – (Claims-made Coverage)	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
Coverage to be maintained and in effect for	

	no less than two years subsequent to the completion of the professional service.
<b>** Required for projects involving services to children</b>	

(G) Contractor must require, by written contract, that all subcontractors providing goods or services under this Contract obtain the same insurance coverages required of Contractor and provide a certificate of insurance and endorsement that names Contractor and City as additional insureds. Contractor shall provide City with subcontractor certificates and endorsements the subcontractor starts work.

(H) If a loss results in litigation, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Contractor must comply with such requests within 10 days by submitting the requested insurance documents to the City at the following address:

City of San Antonio  
 Department of Human Services Director  
 100 W. Houston Street, 9<sup>th</sup> Floor  
 San Antonio, Texas 78205

(I) Contractor’s insurance policies must contain or be endorsed to contain the following provisions:

- Name City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers’ compensation and professional liability policies.
- Endorsement that the “other insurance” clause shall not apply to City where City is an additional insured shown on the policy. City’s insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers’ compensation, employers’ liability, general liability and auto liability policies in favor of City; and
- Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

(J) Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor’s performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.

(K) In addition to any other remedies City may have upon Contractor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order Contractor to stop work and/or withhold any payment(s) which become due to Contractor under this Contract until Contractor demonstrates compliance with requirements.

(L) Nothing contained in this Contract shall be construed as limiting the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor’s or its subcontractors’ performance of the work covered under this Contract.

(M) Contractor’s insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Contract.

(N) The insurance required is in addition to and separate from any other obligation contained in this Contract and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

(O) Contractor and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.