

ORDINANCE

2023-02-02-0043

APPROVING THE AMERICAN RESCUE PLAN ACT (ARPA) - STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF) AWARD RECOMMENDATIONS FOR NON-PROFIT SOCIAL SERVICES (PHASE II), SENIOR SERVICES, YOUTH SERVICES AND MENTAL HEALTH SERVICES COMBINED COMPETITIVE SOLICITATION IN THE AMOUNT OF \$40,150,000; AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTRACTS AND AMENDMENTS.

* * * * *

WHEREAS, on February 3, 2022, the City Council approved a spending framework for State and Local Fiscal Recovery Funds received by the City of San Antonio under the American Rescue Plan Act (ARPA); and

WHEREAS, this framework included \$45 million allocated to the following spending categories:

- Mental Health: \$26 million
- Youth: \$10 million
- Seniors (Older Adults): \$5 million
- Non-Profit Social Services: \$4 million

WHEREAS, implementation plans for each of these categories were developed with policy direction from City Council Committees and input from the community and stakeholder groups; and

WHEREAS, on September 9, 2022, a competitive Request for Proposals (RFP) was released to award \$40.15 million in funds from the Non-Profit Social Services, Seniors, Youth and Mental Health Implementation Plans; and

WHEREAS, the solicitation process was led by the Department of Human Services and Metro Health and closed on October 28, 2022; and

WHEREAS, evaluation and scoring meetings were held in November 2022 and resulted in the Evaluations Committees proposing awards totaling \$36,400,259; and

WHEREAS, the Mayor and City Council received a briefing on award recommendations on January 26, 2023; **NOW THEREFORE:**

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

SECTION 1. The City Manager or designee, or the Directors of the Department of Human Services or the San Antonio Metropolitan Health District or designee, are authorized to negotiate and execute contracts in substantially the same form as shown in **Attachment I**, and with such revisions as are first approved by the City Attorney's Office, with each of the entities and for the

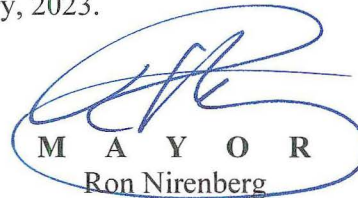
amounts indicated in **Attachment II**, and to incorporate as attachments to the contracts, the project-specific scope of work, performance measures and budgets. The contracts will be for a two-year term and funded from the American Rescue Plan Act (ARPA) – State and Local Fiscal Recovery Fund (SLRF). Funds will be obligated by December 2024.

SECTION 2. The City Manager or designee, or the Directors of the Department of Human Services or the San Antonio Metropolitan Health District or designee, are authorized to amend contracts to allocate or reallocate funding to other entities set forth on **Attachment II** if an entity is unable to provide the service indicated, fails to comply with the document submission prerequisites or requires additional funding to address the increased needs of the community.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 2nd day of February, 2023.



M A Y O R
Ron Nirenberg

ATTEST:



Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:



for Andrew Segovia, City Attorney



City of San Antonio
City Council Meeting
February 2, 2023

3.

2023-02-02-0043

Ordinance approving the American Rescue Plan Act (ARPA) - State and Local Fiscal Recovery Fund (SLFRF) award recommendations for Non-Profit Social Services (Phase II), Senior Services, Youth Services and Mental Health Services combined competitive solicitation in the amount of \$40,150,000; and authorizing the negotiation and execution of contracts and amendments. [Lori Houston, Assistant City Manager; Melody Woosley, Director, Human Services & Erik Walsh, City Manager; Claude Jacob, Director, Health]

Councilmember Cabello Havrda moved to approve the main motion Councilmember Viagran seconded the motion The motion prevailed by the following vote:

Aye: Nirenberg, Bravo, McKeeRodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Courage, Perry
No: Pelaez
Absent: DISTRICT 7

Councilmember Cabello Havrda moved to approve for OATS Councilmember McKeeRodriguez seconded the motion The motion prevailed by the following vote:

Aye: Nirenberg, Bravo, McKeeRodriguez, Rocha Garcia, Castillo, Cabello Havrda, Pelaez, Courage, Perry
Recuse: Viagran
Absent: DISTRICT 7

Councilmember Cabello Havrda moved to approve for CIS Councilmember McKeeRodriguez seconded the motion The motion prevailed by the following vote:

Aye: Nirenberg, Bravo, McKeeRodriguez, Viagran, Castillo, Cabello Havrda, Pelaez, Courage, Perry
Recuse: Rocha Garcia
Absent: DISTRICT 7

Councilmember Cabello Havrda moved to approve for CASA Councilmember Bravo seconded the motion The motion prevailed by the following vote:

Aye: Nirenberg, Bravo, McKeeRodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Courage, Perry

Councilmember Cabello Havrda moved to approve for CIS Councilmember McKeeRodriguez seconded the motion The motion prevailed by the following vote:



City of San Antonio

City Council Meeting February 2, 2023

Aye: Nirenberg, Bravo, McKeeRodriguez,
Viagran, Castillo, Cabello Havrda, Pelaez,
Courage, Perry

Recuse: Rocha Garcia

Absent: DISTRICT 7

Councilmember Cabello Havrda moved to approve for CASA Councilmember Bravo seconded the motion The motion prevailed by the following vote:

Aye: Nirenberg, Bravo, McKeeRodriguez,
Viagran, Rocha Garcia, Castillo, Cabello
Havrda, Courage, Perry

Recuse: Pelaez

Absent: DISTRICT 7

Contract #

STATE OF TEXAS *

COUNTY OF BEXAR *

CITY OF SAN ANTONIO *

**PROFESSIONAL SERVICES CONTRACT
WITH
ENTITY NAME**

This Contract is between the City of San Antonio ("City"), a Texas Municipal Corporation, acting by and through its Director of the Managing City Department (hereinafter defined) pursuant to Ordinance No. _____, dated _____, 2022, and **ENTITY NAME** ("Contractor") (together, the "Parties").

Recitals

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act ("ARPA") to provide an estimated \$350 billion in emergency funding directly to state and local governments to support the nation's recovery from the health and economic impacts of the COVID-19 pandemic; and

WHEREAS, under ARPA, the City of San Antonio was allocated \$326.9 million in State and Local Fiscal Recovery Funds ("SLFR Funds") and was distributed an initial amount of \$127.5 million which it used to stabilize its budget and address community needs exacerbated by the pandemic; and

WHEREAS, on January 26, 2022, the City Council approved a spending framework for the remaining \$199.4 million of City's total allocation of SLFR Funds to support City's response and recovery from the COVID-19 pandemic; and

WHEREAS, Contractor submitted one or more proposals which were evaluated as an impactful investment and determined to meet the eligibility requirements for SLFR Funds; and

WHEREAS, the City Council authorized the expenditure of SLFR Funds in the amount further described in Article III below to support the undertaking and completion of the project(s) in accordance with the terms and conditions of this Contract; **NOW THEREFORE**:

Definitions

As used in this Contract, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Contract and includes its successors and assigns.

"Contractor" is defined in the preamble of this Contract and includes its successors.

"Director" shall mean the director or interim director of the [Department of Human Services or the San Antonio Metropolitan Health District].

"Grant Funds" shall mean the Coronavirus State and Local Fiscal Recovery Funds, a component of assistance from the America Rescue Plan Act, administered by the Department of the Treasury which funds are provided through this Contract.

"Managing City Department" shall mean the [Department of Human Services or the San Antonio Metropolitan Health District]

Contract

The Parties agree as follows:

I. SCOPE OF WORK

- 1.1 The terms and conditions of this Contract apply to each and every project (further described in the **Project List**, attached as **Attachment I**) for which the City engages Contractor to carry out under this Contract unless a provision or an attachment to this Contract pertaining to a specified project clearly creates an exception or states otherwise; in such cases, the exception or variance set forth in the provision or applicable attachment governs with respect to the specified project only. Wherever in this Contract, a process, restrictions or parameters are established on Contractor's use of Contract funds, that process, restriction or parameter applies to each project independent of the others as if a separate, distinct contract were entered into for each project, unless the Contract provision clearly indicates that the projects or funding allocated to Contractor shall be considered together as a whole for the purposes of the Contract provision's application.
- 1.2 City may enforce, or waive enforcement of any of, the terms of this Contract, in connection with each project under this Contract without prejudice to any rights or remedies (whether set forth in this Contract or provided for by law or in equity) which might otherwise be available to the City in connection with the other projects under this Contract.
- 1.3 Project specific requirements for each Project shall be compiled in a Project package, consisting of a: (a) **Scope of Work and Scorecard**; (b) **Budget**. Each Project packages is assembled and attached as part of **Attachment II** and incorporated herein as if fully set forth. All references throughout the Contract to the **Scope of Work and Scorecard** and the **Budget**, refer to the respective document for each project.
- 1.4 The Contractor will provide, oversee and administer all activities and services in a manner satisfactory to the City and in compliance with the applicable **Scope of Work and Scorecard** for the Project.
- 1.5 FOR CONTRACTS INVOLVING LEGAL SERVICES ONLY: Nothing in this Contract shall be construed to impair or inhibit the exercise of independent, professional judgment by an attorney employed by the Contractor with respect to any client wherein an attorney-client relationship has been established pursuant to the terms of this Contract. The Contractor shall perform the services under this Contract according to the Contractor's own means and methods of work, which shall be in the exclusive charge and control of the Contractor and which shall not be subject to control or supervision by the City, except such requirements for performance as are specified in this Contract.

II. TERM

- 2.1 This Contract shall begin on_____.

III. CONSIDERATION

- 3.1 The City will reimburse Contractor in accordance with the applicable Budget for the Project, and all subsequently authorized budget revisions or budget amendments to that budget, and in a total Contract amount not to exceed \$[CONTRACT VALUE].
- 3.2 The City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities under this Contract. If the City does not receive sufficient funds to make payments pursuant to this Contract or if the award of Grant Funds is reduced, then City, at its sole discretion, may elect to terminate this Contract or reduce the **Scope of Work** and compensation associated with the applicable Project. City shall notify Contractor in writing of its determination within a reasonable time.

IV. COMPENSATION; FISCAL RESPONSIBILITY

- 4.1 *Allowable Costs* means 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 XI for the proper administration and performance of the services to be provided under this Contract. The City's payment obligation under this Contract is limited to making payments for Allowable Costs incurred as a direct result of City-funded services provided by the Contractor in accordance with this Contract and consistent with budgeted categories in the applicable Budget. Approved Budget Revisions (*total Project Budget remains the same*) and Budget Amendments (*an increase or decrease to the total Project Budget*) supersede prior budget documents and all references to the Budget mean the last revised, approved budget.
- 4.2 Contractor shall receive an advance payment (see payment schedule below) of the two-year allocation for each project at Contract execution. Following the initial advance payment, Contractor shall submit on a quarterly basis a reporting package which shall include (i) an invoice utilizing the approved template provided by the Managing City Department; (ii) invoice supporting documents, which includes but is not limited to, a general ledger and financial support documentation with a reconciliation and accounting of all expenditures for the preceding quarter (e.g., invoices, receipts, payroll registers, timesheet); and (iii) a performance report (Microsoft Excel Report of Client-Level De-identified Data (this data must be disaggregated and submitted in accordance with the Managing City Department contract monitoring process)) (the "Quarterly Report Package"). Upon approval of the Quarterly Report Package, the advance payment for the subsequent quarter shall be released, with an expectation that the next Quarterly Report Package will provide sufficient evidence of achievement of performance metrics and financial support documentation to justify the applicable payment. The schedule of payments, reports, and factors leading to disallowance for each Project follows: the specific costs (by category and by program account number) Contractor expensed in the previous quarter for the services delivered as described in Article I; and supporting documentation of costs as may be required by the Director of the Managing City Department;

Quarter	Payment #	Paid On:	Amount:	Report Due Date:	Reporting Requirements	Disallowance Policy
1 - Nov, Dec, Jan	1	Contract Execution	12.5% of the full 2-year award	February 20	Quarterly performance report on scorecard PMs (CMD) Financial support documentation (Fiscal)	N/A
2 - Feb, Mar, April	2	Payment released upon validation/approval of prior QTR expenses	12.5% of the full 2-year award	May 20	Quarterly performance report on scorecard PMs (CMD) Financial support documentation (Fiscal)	See Note #1 below
3 - May, Jun, July	3	Payment released upon validation/approval of prior QTR expenses	12.5% of the full 2-year award	August 20	Quarterly performance report on scorecard PMs (CMD) Financial support documentation (Fiscal)	See Note #1 below
4 - Aug, Sept, Oct	4	Payment released upon validation/approval of prior QTR expenses	12.5% of the full 2-year award	November 20	Quarterly performance report on scorecard PMs (CMD) Financial support documentation (Fiscal)	See Note #1 below
5 - Nov, Dec, Jan	5	Payment released upon validation/approval of prior QTR expenses	12.5% of the full 2-year award	February 20	Quarterly performance report on scorecard PMs (CMD) Financial support documentation (Fiscal)	See Note #1 below
6 - Feb, Mar, April	6	Payment released upon validation/approval of prior QTR expenses	12.5% of the full 2-year award	May 20	Quarterly performance report on scorecard PMs (CMD) Financial support documentation (Fiscal)	See Note #1 below

7 – May, Jun, July	7	Payment released upon validation/approval of prior QTR expenses	12.5% of the full 2-year award	August 20	Quarterly performance report on scorecard PMs (CMD) Financial support documentation (Fiscal)	See Note #1 below
8 – Aug, Sept, Oct	8	Payment released upon validation/approval of prior QTR expenses	5.5 % of the full 2-year award	November 20	Quarterly performance report on scorecard PMs (CMD) Financial support documentation (Fiscal)	See Note #1 below
9	9	Upon closeout of contract and review of final documentation submitted for payment # 8 – no later than 60 days after close of contract.	7 % of the full 2-year award	N/A		
<p>Note #1</p> <p>The Managing City Department, at its discretion, may disallow funds or reduce payment depending on either of these circumstances:</p> <p>(1) Performance: If PM # 1 is low, Director may disallow</p> <p>(2) Financial: If Contractor has not spent down all previously paid funds in prior payment, a reduction may be made to this payment.</p> <p>If Contractor “catches up,” i.e. spends down funds that were previously unspent, the Director of the Managing City Department has the discretion to pay any portion of Project funds that were previously withheld from release for this reason.</p>						

4.3 Return of Funds. Within 10 business days of City’s written notification, or the Contractor becoming aware of its existence, Contractor must return to the City any funds, credits that are on-hand or collected, or advance payments that are disallowed or for which Contractor fails to deliver services as specified under the Contract. Any amounts not returned within 10 business days may, at City’s option, be subject to offset against future funding obligations by City. *“Business day” means every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.*

4.4 Cost Rules.

- (A) Administrative Overhead. Administrative overhead costs may not exceed thirty percent (30%) of the funding provided for each Project under this Contract.
- (B) Contractor shall establish, submit with supporting documentation and use a Cost Allocation Plan for each of Contractor’s annual Project budgets by the deadline established by the City. *The **Cost Allocation Plan** is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions and overhead not solely devoted to the Projects funded by this Contract. The **Cost Allocation Plan** substantiates how the costs of a program are charged to a particular cost category or to the program and ensures that the City is paying only its share of the costs for services, overhead, and staffing.*
- (C) Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
- (D) Contractor shall not use funds awarded from this Contract as matching funds for any federal, state or local grant without the prior written approval of the Director of the Managing City Department.
- (E) The use or purchase of gift cards is not allowed and not reimbursable under this Contract.

4.5 Each year Contractor shall submit to the Managing City Department a form 990 or 990T no later than 30 days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after Contractor files under the extension.

4.6 Contractor shall comply with the following:

“Program Income” means Contractor earnings from activities under this Contract or from Contractor’s management of funding provided or received under this Contract. Program Income includes, but shall not be limited to,

1. *interest income;*
2. *usage or rental/lease fees;*
3. *income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and*
4. *payments from clients or third parties for services rendered by Contractor pursuant to this Contract.*

Contractor must not charge fees or solicit donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.

4.7 The City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.8 Contractor shall maintain a financial management and accounting records system that provides the following:

- (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 VII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;
- (B) identification of the source and application of funds for City-sponsored activities. The records shall 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. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (D) identification of separate funds by funding source and project;
- (E) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;
- (F) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;
- (G) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with the City;
- (H) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and
- (I) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the applicable Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 The City’s Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor’s systems of internal accounting and administrative controls before the release of funds. The City may, in its sole discretion, require the Contractor to use any and all of the City’s accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract.

4.10 Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. City may immediately terminate this Contract if the City finds, in its sole discretion, that Contractor’s financial condition may impact performance under this Contract. The City may consider:

- (A) evidence such as the apparent inability of Contractor to meet its financial obligations;
- (B) items that reflect detrimentally on the credit worthiness of Contractor;
- (C) pending litigation, liens and encumbrances on the assets of Contractor;

- (D) the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property; or
- (E) institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. CONTRACT ADMINISTRATION

- 5.1 City-Supported Projects. Contractor shall publicly acknowledge that the Projects funded under this Contract are supported by the City of San Antonio, Department of Human Services /or San Antonio Metropolitan Health District. Contractor must include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and City marks or logos, as applicable, to be used. Except for approved marketing programs and normal customer interactions, Contractor and City agree that in the event that statements, responses or comments are requested regarding operations or matters related to this Contract, the parties will coordinate and cooperate with each other to develop and provide statements, responses or comments.
- 5.2 Contractor shall use the online Contract Management System provided by the City for the purpose of submitting all Contract related documents, including, but not limited to, monthly reports, budgets, budget revisions and requests for payment.
- 5.3 Contractor understands that the funds provided through this Contract are Grant Funds and therefore, Contractor will comply with all rules, regulations, policies and procedures applicable to these Grant Funds. In the event of a conflict between the **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions**, attached hereto and incorporated herein as **Attachment III** and other terms in this Contract, the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions shall control.
- 5.4 If any disagreement or dispute arises between the Parties that pertains to this Contract or any applicable governing rules, regulations, laws, codes or ordinances, then the City Manager, as the City representative ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, shall have the final authority to render or secure an interpretation.
- 5.5 Contractor must have or shall comply with the following regarding personnel management, and shall provide evidence of having the same upon City's request:
 - (A) An employee ethics or integrity policy that outlines a) the requirements for employees to conduct themselves in an ethical manner consistent with the values of the Contractor; and b) the process for identifying, investigating, and enforcing potential breaches of the policy.
 - (B) Internal project management procedures to mitigate the risk of theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to reasonably prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary.
 - (C) The employee ethics policy and the project management procedures will be provided to the Managing City Department upon request by the Managing City Department.
 - (D) Contractor shall immediately notify the City if any unethical, illegal, or potentially fraudulent activity involves or is related to funds provided by the City and shall provide the City with timely updates on any investigation or inquiry into the activity.
 - (E) Contractor represents and warrants that it has conducted a criminal background check, at its own expense, for employees providing services related to this Contract. No employee of Contractor shall be eligible to perform services related to this Contract if he or she, (1) has been convicted of, or was placed in a pre-trial diversion program for, any crime involving dishonesty or breach of trust including, but not limited to, check kiting or passing bad checks; embezzlement, drug trafficking, forgery, burglary,

robbery, theft, perjury; possession of stolen property, identity theft, fraud, money laundering, shoplifting, larceny, falsification of documents; and/or (2) has been convicted of any weapons or violent crime including but not limited to homicide, attempted homicide, rape, child molestation, extortion, terrorism or terrorist threats, kidnapping, assault, battery, and illegal weapon possession, sale or use; or 3) is listed on the national register of sex offenders.

- (F) The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
 - (G) Chief Executive Officers (CEOs), directors and other management positions may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, ("Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives may be co-workers in the same Project but only in non-supervisory roles.
 - (H) Contractor represents and warrants that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and that they meet all licensing, training, and competency standards promulgated by relevant authoritative or professional bodies. Upon request by the Department, the Contractor will provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 5.6 Mutual accountability and shared outcomes – As no single partner/contractor alone can guarantee positive outcomes for families all partners have a vested interest in collectively supporting families and each other. Partners/Contractors remain accountable for their contribution to family wellbeing but understand the limits of their contribution and their need to rely on other partners/contractors.
- (A) Collaboration and coordination – Partners/contractors participate in regular forums with other providers serving the same families and coordinate their work both at the family and partnership level.
 - (B) Data sharing and continuous learning – Partners/contractors routinely share and review individual and aggregate level performance data to inform and improve their work with families and as a partnership. Partners/contractors commit to using a client level shared data platform as source for this learning.
- 5.7 Leadership Training. Contractor represents that each of its board members, executive directors, chief executive officers and chief financial officers, as applicable, have received training within the last two years, or will receive training within the first quarter of execution of this Contract, covering the key legal, fiscal and ethical responsibilities of its leadership, including the responsibility to:
- (A) Have a working knowledge of, and facilitate the implementation/enforcement of, policies and programs;
 - (B) Take an active part in the budget review and planning process;
 - (C) Use fair, independent judgment and due care in conducting the business of the organization;
 - (D) Comply with conflict of interest guidelines and requirements;
 - (E) Understand and exercise the duties of care and of loyalty to the organization;
 - (F) Promote financial accountability so as to prevent fraud, waste and abuse; and
 - (G) Participate in key personnel matters to ensure due process, compliance with laws, and responsible leadership.
- 5.8 Unplanned closures impacting program services shall be subject to cost reimbursement reductions at the discretion of the Director of the Managing City Department.

VI. AUDIT

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

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

- 6.2 If Contractor expends less than \$750,000 of City or federal dollars combined, whether provided under this Contract or under multiple City contracts, then the Contractor must complete and submit an audited financial statement(s) within the earlier of:

- (A) 9 months following the end of Contractor's fiscal year; or
- (B) 9 months following expiration or early termination of this Contract.

The financial statement must include the following 1) a balance sheet and income statement prepared by a bookkeeper, 2) a cover letter signed by Contractor 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.

- 6.3 If Contractor 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). Contractor 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.

Contractor 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, Contractor may submit the completed report by mail to:

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

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

- 6.4 The City may conduct or have an audit conducted or conduct a review of the use of funds and documentation associated with this Contract. 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. Contractor must make available to City all accounting and Project records.
- 6.5 Contractor, 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 Contract for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. 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 Contractor

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 Contract.

- 6.6 If an audit or examination determines that the Contractor has expended funds or incurred costs which may be inconsistent with this Contract or if the applicable state or federal governing agency raises compliance issues, then Contractor shall be notified and provided an opportunity to address the issues.
- 6.7 City shall provide Contractor written notification if reimbursed expenses or charges are disallowed by the City because of review or audit findings. The Managing City Department may, in its sole discretion, elect to either 1) deduct the disallowed amounts from subsequent reimbursements, or 2) require Contractor to fully refund the disallowed amounts by cashier's check or money order within ten days after receipt of written notification. Contractor may not reduce a Project's expenditures if the City opts to deduct disallowed expenses or charges from future reimbursements.
- 6.8 Any expenses for the collection of delinquent debts owed by Contractor are the sole responsibility of the Contractor and shall not be paid from any Project funds.
- 6.9 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VII. RECORDS AND REPORTING

- 7.1 The Managing City Department is responsible for monitoring, fiscal control, and evaluation of Projects funded under this Contract.
 - (A) Contractor shall submit to the Managing City Department via the online Contract Monitoring System a Quarterly Report Package in accordance with the schedule set forth in Section 4.1 detailing the actual quantitative values of services delivered and reported outcomes and shall attach client-level documentation supporting the same, for the quarter preceding the submission. Quarterly client-level performance support documentation must be in Microsoft Excel format, or equivalent. All other performance support documentation provided as part of the quarterly performance submissions will be deemed unresponsive. If the Contract Monitoring System is unavailable, Contractor shall submit information via the alternative means established by the Managing City Department. The **Scorecard Attachments** containing projected performance measures for the entire Contract term is attached.

FOR LEGAL SERVICES CONTRACTS ONLY: The report may include non-identifying information such as: the number and types of cases or matters handled, the number and types of legal consultations sought, the particular attorney assigned to that case, general information on category of clients, number of trials or hearings, number of mediated matters, number of negotiated settlements, information on final disposition or outcome, and/or such other factors or statistical information as may be reasonably requested by the City to confirm that services are being provided and to the extent that does not violate the attorney-client privilege.
 - (B) At such times and in such form as may be required by the Managing City Department, Contractor shall prepare and submit to the Managing City Department or the Grantor of applicable Grant Funds any additional reports, records, data, statements, policies, procedures and information, pertaining to the performance of this Contract.
 - (C) Within 60 days from the expiration or termination of this Contract, Contractor shall submit all final reports and deliverables to City along with a receipt for all sums and a release of all claims against all Projects.

The Contractor represents that all information in reports submitted to City is accurate and that supporting documentation shall be maintained. The Contractor shall, upon reasonable request, allow and facilitate interviews or discussions with its personnel, board members and Project participants.

- 7.2 Contractor shall not disclose information pertaining to the Projects or other information and materials prepared for, provided by, or obtained from City, which is marked "confidential" or for which City informs Contractor is "confidential," including, without limitation, reports, records, information, Project evaluations, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations under this Contract. Contractor shall protect the Confidential Information and shall take the necessary steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VII, Section 7.2, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VII, Section 7.2 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon request at the expiration or termination of this Contract, Contractor shall deliver to City all copies of materials related to the Projects, including the Confidential Information.
- 7.3 If applicable, Contractor shall execute and comply with the **HIPAA Business Associate Agreement**, attached hereto as **Attachment IV** and incorporated herein as if fully set forth, which is intended to protect the privacy and provide for the security of Protected Health Information in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- 7.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Contractor represents that no local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.
- 7.5 Contractor shall comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in Section 11.2(C) of this Contract.

VIII. INSURANCE

- 8.1 Contractor will comply with the following **Insurance Requirements**:

No later than 30 days before the scheduled event or commencement of this Contract, Contractor must provide a completed Certificate(s) of Insurance to City's Managing City Department. The certificate must be:

- clearly labeled with the legal name of the event 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,

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 Managing City Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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 for the event or during the effective period of this Contract.

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.

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. 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>Requirements</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. Sexual Abuse / Molestation**	For Bodily Injury and Property Damage 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>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$500,000 per occurrence
5. Professional Liability – for loss that may arise out of an error of mission the professional has in performance of duties	\$500,000 per claim

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.

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 or the San Antonio Metropolitan Health District
 Attn: Director
 100 W. Houston Street, 9th Floor
 San Antonio, Texas 78205

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.

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.

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.

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.

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.

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.

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

IX. INDEMNITY

9.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR 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 CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. 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. IF CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

Defense Counsel. City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. 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.

Employee Litigation. In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.

X. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

XI. COMPLIANCE WITH LAWS; SPECIAL CONTRACT PROVISIONS

- 11.1 Contractor shall comply with all applicable federal, state and local laws, rules and regulations, codes, charters, ordinances, rules, regulations, policies, and procedures, and any and all amendments or additions to these as they may be promulgated, applicable to the services provided by, or funds received by Contractor hereunder, as directed by the City or as required in this Contract. Failure to comply with applicable laws may subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.
- 11.2 Additionally, Contractor shall comply with the following:
 - (A) If using City of San Antonio General Funds, 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) The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988.

- (C) Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- (D) Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, 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 Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.
- (E) As a party to this Contract, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established in this Contract.
- (F) Additionally, Contractor shall comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
1. Title VII of the Civil Rights Act of 1964, as amended;
 2. Section 504 of the Rehabilitation Act of 1973, as amended;
 3. The Age Discrimination Act of 1975, as amended;
 4. Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
 5. Fair Labor Standards Act of 1938, as amended;
 6. Equal Pay Act of 1963, P.L. 88-38;
 7. Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and
 8. All applicable regulations implementing the above laws.
- (G) The Contractor shall comply with 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.
- (H) In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this Section, a "*public subsidy*" is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally

benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

(I) Texas Government Code Prohibitions. For the purposes of this Section, these terms shall have the following definitions:

- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).
- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations with 10 or more full time employees that exists to make a profit. "Company" does not include a sole proprietorship.
- "Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

A governmental entity may not enter into a contract with a value of \$100,000 or more with a company for goods or services, unless it receives written verification from the company that:

- (1) in accordance with Texas Government Code §2271.002, it:
 - (i) does not boycott Israel and
 - (ii) will not boycott Israel during the term of the Contract;
- (2) In accordance with Texas Government Code §2274.002, it:
 - (i) does not boycott energy companies and
 - (ii) will not boycott energy companies during the term of the Contract;
- (3) In accordance with Texas Government Code §2274, it:
 - (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
 - (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Contract; and
- (4) In accordance with Texas Government Code §2252.152, it:
 - (i) is not identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§2270.0201 or 2252.153, which specifically lists companies with business operations in Sudan, in Iran, or with designated foreign terrorist organizations and
 - (ii) will notify CITY should it be placed on such a list while under contract with the City.

By submitting an offer to or executing contract documents with the City of San Antonio, Contractor hereby certifies that it does not and will not engage in any of the prohibitions in this subsection. City

hereby relies on Contractor's certification(s). If found to be false, City may terminate the Contract for material breach

- (J) **FOR LEGAL SERVICES CONTRACTS ONLY: NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS CONTRACT, ALL CONSTITUTIONAL, STATUTORY, AND COMMON LAW RIGHTS AND PRIVILEGES OF ANY LEGAL SERVICES CLIENT ARE NOT WAIVED. NOTHING IN THIS CONTRACT SHALL REQUIRE OR PERMIT, WITHOUT THE CONSENT OF THE CLIENT, CITY OR THIRD PARTY ACCESS TO OR DISCLOSURE OF ANY CONFIDENTIAL COMMUNICATION MADE BY A CLIENT TO ANY ATTORNEY EMPLOYED BY THE CONTRACTOR, OR ANY SUCH CONFIDENTIAL COMMUNICATIONS MADE TO AGENTS OR EMPLOYEES OF THE CONTRACTOR FOR SUCH ATTORNEY, OR THE ADVICE GIVEN BY AN ATTORNEY TO A CLIENT, OR ANY OTHER STATEMENTS, DOCUMENTS AND MATERIALS PRIVILEGED FROM DISCLOSURE IN A COURT OF LAW OR OTHERWISE.**

11.3 In addition, if Contractor received federal grant funds through this Contract, Contractor agrees that:

- (A) Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor. Note specifically the applicable requirements listed in response to Question 13.15 of the Coronavirus State and Local Fiscal Recovery Funds Final Rule FAQs at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>.
- (B) If federal funds are in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this Contract and the appropriate EPA Regional Office. Additionally, Contractor agrees to include these requirements in each subcontract to this Contract exceeding \$150,000 financed in whole or in part with federal funds.
- (C) Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. Contractor agrees to include within its subcontracts a requirement that its subcontractors comply with this provision.
- (D) Contractor has tendered to the City a Certification of Restrictions on Lobbying in compliance with the Byrd Anti-lobbying Amendment (31 U.S.C. §1352), and any applicable implementing regulations, if Contractor applied for or bid for an award exceeding \$100,000.00 from the City.
- (E) In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

SECTIONS 11.4 THROUGH 11.12 APPLY TO LEGAL SERVICES CONTRACTS ONLY:

- 11.4 All attorneys in the employ of Contractor assigned to perform services under this Contract shall be (i) licensed to practice law, (ii) members in good standing of the Bar of the jurisdiction in which all relevant proceedings are conducted, and (iii) if necessary, shall be admitted to practice before the relevant judicial or administrative body. All work performed by associates or paralegals shall be appropriately supervised under the direction of a qualified senior member of the Contractor.

- 11.5 Contractor may assign a "Fully Accredited Representative" approved and authorized to represent noncitizens before the Immigration Courts, the Board of Immigration Appeals (BIA), and the United States Citizenship and Immigration Services (USCIS) to perform services under this Contract, provided that the Contractor furnishes proof that Accredited Representative has valid credentials and is not barred from practice before the Immigration Courts, BIA, or USCIS, and that the work of the Fully Accredited Representative is conducted under the supervision of a licensed attorney employed and insured by the Contractor. For each case where a Fully Accredited Representative performs services, an attorney must be assigned as the person responsible for supervising the Fully Accredited Representative's work.
- 11.6 At all times during the term of this Contract, Contractor agrees that Contractor's attorneys shall abide by rules and standards of professional conduct and responsibility as promulgated by the Texas State Bar, the Texas Supreme Court and any applicable case law and court rules that define the duties of counsel to their clients in the performance of the duties under this Contract.
- 11.7 In the event of any conflict of interest, inability to perform the contract services, or inability to practice law, the Contractor shall promptly notify the City in writing of such change of status.
- 11.8 Attorneys and staff employed by the Contractor shall not solicit or accept any compensation, gifts, gratuities or services from any client.
- 11.9 If a complaint or any other disciplinary action results in a reprimand, suspension, or disbarment, or other disciplinary action taken by the Texas State Bar against any attorneys employed by Contractor, this Contract is subject to immediate termination by the City, notwithstanding any provision to the contrary in this Contract.
- 11.10 The Contractor shall promptly report to the City a finding by a court of competent jurisdiction that the Contractor or any attorney providing services under this Contract has been found to have provided ineffective assistance of counsel.
- 11.11 Client Eligibility for Legal Services. Contractor shall qualify for assistance, and provide services to only those clients that meet the following eligibility criteria:
- (A) San Antonio Resident: Contractor must verify San Antonio residency by ensuring that a prospective client produces documentation evidencing identification and San Antonio residency such as on a state issued identification card, enhanced library card, student identification card, passport, real property record, lease, utility bill, pay stub, or, for homeless individuals, a self-reported certification and or a Homeless Management Information System (HMIS) printout if from a homeless service provider partner referral. These examples are not exclusive and other forms of identification may be considered with City of San Antonio approval.
- (B) The parties agree that Contractor shall submit reports that contain general, non-identifying documentation that each client has, and clients in the aggregate have, met the above eligibility criteria. The City shall only have access to non-privileged records under this Contract in accordance with Sections 7.1(A), 11.2(E) and all applicable Contract right of review and records retention provisions.
- 11.12 When Contractor is providing immigration legal services pursuant to an allocation for removal (deportation) defense, Contractor will represent income-eligible San Antonio resident immigrants who are in removal proceedings, with a priority for serving those who are detained, and without a preliminary determination of the merits of the case ("universal representation" model).

XII. NO SOLICITATION/CONFLICT OF INTEREST

- 12.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract or any portion thereof upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract

or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 12.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 12.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 12.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
 - (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 12.5 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. 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:
- (A) a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
 - (B) an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
 - (C) 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.
- 12.6 Pursuant to the subsection above, Contractor warrants and certifies, and this Contract is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. TERMINATION

- 13.1 Termination for Cause. Should the Contractor fail to fulfill in a timely and proper manner, or violate, obligations, covenants, conditions, or stipulations of this Contract, the City shall send written notice to the Contractor to cure the default and if Contractor fails to cure the default within the specified cure period, City shall have the right to terminate by sending written notice of such termination and specifying the effective date thereof (which date shall not be sooner than the 10th day following the day on which such notice is sent).
- 13.2 Termination for Convenience. This Contract may be terminated in whole or in part by either Party for any reason. Such termination shall specify the effective date thereof, which date shall not be sooner than the 30th day following the day on which notice is sent.
- 13.3 The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to termination. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final.

- 13.4 Notwithstanding any other remedy contained in this Contract or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.
- 13.5 FOR LEGAL SERVICES CONTRACTS ONLY: In the event this Contract expires, is terminated or is not renewed, Contractor agrees to complete those existing matters where it is not feasible for Contractor to withdraw. Contractor agrees to cooperate with his/her successors including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information and materials to the successor.

XIV. DEBARMENT

- 14.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program. Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XVII, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.
- 14.2 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. AMENDMENT

- 15.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:
- (A) an increase in Contract funding for each Project in an amount not exceeding (a) twenty-five percent (25%) of the project amount or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding for each Project and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;
 - (B) an increase in Contract funding within Contract amendment caps or parameters set by City Council by Ordinance or policy;
 - (C) modifications to the **Scope of Work and Scorecard** for any Project due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original **Scope of Work and Scorecard**;
 - (D) budget shifts of funds, so long as the total dollar amount of the budget for any Project set forth in the **Project List** of this Contract remains unchanged (these modifications may be accomplished through Budget Revisions);
 - (E) modifications to the **Insurance Requirements** of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;

XVI. ASSIGNMENT AND SUBCONTRACTING

- 16.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.
- 16.2 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor. Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.
- 16.3 Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds under this Contract, including those referenced in Section 11.2(A). It is further agreed by the Parties that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found Contractor failed to comply with this Section, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination.
- 16.4 Licenses and Training for Subcontractors. Contractor warrants and certifies that Contractor's subcontractors have the requisite training, license or certification to provide the services required under this Contract, and that they meet all competency standards promulgated by relevant authoritative bodies, as applicable to the services provided hereunder.
- 16.5 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

XVII. OFFICIAL COMMUNICATIONS

- 17.1 For purposes of this Contract, all official communications and notices among the Parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth in the respective signature blocks. 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.

XVIII. PROHIBITED ACTIONS

- 18.1 Political Activity.
- (A) Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Projects provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- (B) Contractor agrees that no funds provided under this Contract 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 Sections 18.1(A) and 18.1(B) of this Contract 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, Contractor 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 the Managing City Department. Contractor shall have each said individual sign a statement acknowledging receipt of the policy.
- (E) Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract 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, Contractor 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.
- 18.2 Adversarial Proceedings. Contractor agrees that under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City and City may conduct an audit under Section 6.4 to confirm no such use. "Adversarial Proceeding" means *any matter in which interests of each party or of each party's client(s), are contrary to the other, including any matter in dispute, litigation, claim, demand, or other action taken in law or equity or based upon any other legal theory, seeking any remedy from the City.* Contractor shall provide City with reasonable notice and make a good faith effort to resolve any such adversarial proceeding between the Parties, before starting or participating in one. Contractor understands that the City may deem Contractor ineligible for consideration to receive any future funding under this Contract or under another existing or future agreement while any adversarial proceedings against the City remains unresolved. This Contract may be terminated by City should Contractor have a pending lawsuit against City or file a lawsuit against the City during the term of this Contract.
- 18.3 No Use of Funds for Religious Activities. Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the 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.
- 18.4 Contribution Prohibitions. Contractor 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 30th 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. Contractor acknowledges that the City has identified this Contract as high profile. Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract 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 Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XIX. MISCELLANEOUS

- 19.1 Independent Contractor. Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and the City shall in no way be responsible therefor, and neither Party has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 19.2 Nothing contained in this Contract shall be deemed or construed by the Parties or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties.
- 19.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.
- 19.4 Non-Waiver. No waiver, change, modification or discharge by either Party of any provision of this Contract 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 Contract, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Contract 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 Contract or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved.
- 19.5 Venue. Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created under this Contract are performable in Bexar County, Texas. Any action or proceeding to adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.
- 19.6 Gender. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 19.7 Severability. If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, 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 Contract 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 Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.
- 19.8 Authority. The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of its terms, conditions, provisions and obligations. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for

funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

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

This Contract has been executed effective as of the date of signature of the last Party to sign (the "Effective Date").

CITY OF SAN ANTONIO:

CONTRACTOR:

ENTITY NAME

CONTRACT SIGNATORY, TITLE

CONTRACT SIGNATORY, TITLE

Date

Date

Address:

Department of Human Services or the San Antonio
Metropolitan Health District

Attn: Director

100 W. Houston Street, 9th Floor
San Antonio, Texas 78205

Address:

APPROVED AS TO FORM:

Assistant City Attorney

Board President (if required by Agency)

ATTACHMENTS:

Attachment I – Project List

Attachment II – Project Packages, consisting of the following for each Project:

(a) Scope of Work and Scorecard;

(b) Budget; and

**Attachment III - U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award
Terms and Conditions**

Attachment IV – HIPAA Business Associate Agreement

Attachment I
Project List

ENTITY NAME DUNS#

Project	General Fund or Grant Source	Federal Assistance Listing Number or CFDA#	Project Allocation
PROJECT 1 NAME	American Rescue Plan Act / Coronavirus State and Local Fiscal Recovery Fund	21.027	\$
PROJECT 2 NAME	American Rescue Plan Act / Coronavirus State and Local Fiscal Recovery Fund	21.027	\$
Total Contract			\$

Attachment II
Project Packages

Project Packages	
PROJECT 1 NAME	<ul style="list-style-type: none">• Scope of Work and Scorecard• Budget
PROJECT 2 NAME	<ul style="list-style-type: none">• Scope of Work and Scorecard• Budget

MENTAL HEALTH
ARPA State & Local Fiscal Recovery Funds
Consolidated Funding Process
PROPOSED 2023-2024 ALLOCATIONS

Delegate Agency	Funded Program	Total ARPA Proposed Allocation
Address the Increased Social Isolation, Anxiety, Depression and Suicide in School Age Youth		
Expand Access to Mental Health Services for Children and Youth		
1 Church 1 Soul Ministry	Adolescent Mental Health Program	145,350
Artvango Therapeutic Services, Inc.	Artvango Mental Health Services	212,500
Boys & Girls Club of San Antonio	Resiliency Restored	355,387
Center for Health Care Services	Collaboration with Family Service, Rise Recovery, and Clarity	2,523,948
Children's Bereavement Center of South Texas	Teen Grief	500,000
Children's Shelter of SA	Hope Center for Mental Health	1,771,131
Communities in Schools of San Antonio	Project Speak	404,959
Culturingua	Communities of Welcome	701,521
Empower House SA	Empowered Together	700,580
Family Service Association of San Antonio, Inc.	School Based Mental Health	728,022
Girls Inc. of San Antonio	Behavioral Health & Wellness Program for Girls	464,786
Rise Recovery	Rise Inspire Academy (RIA) Recovery Programming	881,358
SA Youth	SOAR Program - Counseling & Education Services	468,525
San Antonio Council on Alcohol	Project Strong Life	525,000
The University of Texas Health Science Center of San Antonio	NOW Junior Clinic	985,290
YMCA of Greater San Antonio	Youth Mental Health Services	1,381,643
	Subtotal	\$ 12,750,000
Provide Diagnostic Services and Individual Service Family Plan Development for Families Experiencing Developmental Disorders in		
Coordination with School Districts		
Alamo Area Council of Governments	Enhancement of Access to IDD Services for Children	780,000
Autism Service Center of San Antonio	Autism Care Pathway - Post COVID-19 Care	720,000
	Subtotal	\$ 1,500,000
TOTAL MENTAL HEALTH YOUTH SERVICES		\$ 14,250,000
Older Adults - Address the Increased Social Isolation, Anxiety, and Depression in Older Adults		
Catholic Charities Archdiocese of San Antonio, Inc.	Adopt-A-Senior	575,747
House of Neighborly Service	Senior Health	200,000
Madonna Center Incorporated	Senior to Senior Program	500,000
Meals on Wheels San Antonio	Grace Place Alzheimers Services	200,000
San Antonio Community Resource Directory	Mental Health - Mental Health Portal	125,798
San Antonio Hope Center	Esperanza Older Adults	100,000
YMCA of Greater San Antonio	Y Forever Well - AOA	798,455
	Subtotal	\$ 2,500,000
TOTAL MENTAL HEALTH OLDER ADULTS		\$ 2,500,000
Homeless - Address the Increased Homeless Population with Mental Health and Substance Abuse		
American GI Forum National Veterans Outreach Program	National Veterans Outreach Program	1,285,356
Corazon Ministries	Advancing Stability with Corazon	517,400
San Antonio Metropolitan Ministry, Inc.	Integrated Health & Wellness Program	351,000
THRU Project	Basic Services & Housing Stability for Foster Youth	410,000
	Subtotal	\$ 2,563,756
TOTAL MENTAL HEAL HOMELESS SERVICES		\$ 2,563,756
UNALLOCATED FUNDS		
MENTAL HEALTH - COLLABORATION		1,000,000
MENTAL HEALTH HOMELESS		2,436,244
Unallocated Funds Subtotal		\$ 3,436,244
TOTAL MENTAL HEALTH ARPA ALLOCATION		\$ 22,750,000

Nonprofit Social Services, Senior Services, and Youth Services
ARPA State & Local Fiscal Recovery Funds
Consolidated Funding Process
PROPOSED 2023-2024 ALLOCATIONS

Delegate Agency	Funded Program	Total ARPA Proposed Allocation
NONPROFITS AND SOCIAL SERVICES (Phase II)		
Address Decreased Economic Security for Residents		
Catholic Charities Archdiocese of San Antonio, Inc.	Project LEAP	207,057
Family Service Association of San Antonio, Inc.	Emergency Financial Assistance	338,684
Goodwill Industries of San Antonio	Employment & Career Support Program	254,259
San Antonio Community Resource Directory	Social Services (SACRD.org)	100,000
Young Women's Christian Association	Economic Empowerment and Assistance Program	100,000
	Subtotal	\$ 1,000,000
Mitigate Increased Financial Hardship and Infrastructure Needs for Nonprofit Organizations Impacted by COVID - 19		
Aid the Silent	Deaf Children and Teen Center	225,971
Boys & Girls Club of San Antonio	Tech SMART	152,931
Child Advocates of San Antonio	Financial Hardship & Increased Infrastructure Needs	100,000
Christian Assistance Ministry	Helping those in Need Safety Net Program	300,000
Form Communities, Inc.	Capacity Building and Program Management	223,965
San Antonio Metropolitan Ministry, Inc.	Investing in Infrastructure to Maximize Impact	320,435
Young Women's Christian Association	Olga Madrid Food Pantry	176,698
	Subtotal	\$ 1,500,000
TOTAL NONPROFITS AND SOCIAL SERVICES		\$ 2,500,000
YOUTH SERVICES		
Lack of Higher Education, Workforce Training, and Supportive Services for Youth Aging out of Foster Care System		
Child Advocates of San Antonio	Recruiting Child Advocates	625,565
Form Communities, Inc.	Self-Healing	661,775
The University of Texas at San Antonio	Advancing Educational & County Foster Educational Success	471,824
	Subtotal	\$ 1,759,164
Decrease in Access to STEM, STEAM, and Other Enrichment Activities for Youth to Support School Readiness and Long-Term Success		
Boys & Girls Club of San Antonio	Great Futures	300,000
Catholic Charities Archdiocese of San Antonio, Inc.	After School Program	250,000
Culturingua	Summer STEAM Camp	146,955
Family Service Association of San Antonio, Inc.	School Readiness & Long-Term Success	713,571
Girls Inc. of San Antonio	Girls Can't Wait: STEM Club Enhancement Program for Girls	400,000
Musical Bridges Around the World, Inc.	Musical Sprouts	100,000
SA Youth	Academic Achievers	350,000
SAMSAT	21AFTERSCHOOL	259,575
San Antonio Children's Museum dba The Doseum	The DoSeum Afterschool Programs	165,673
Texas Research and Technology Foundation	Step Into STEM	343,000
The Salvation Army	Peacock After School Program	250,000
TRL Productions	Bexar Fest & Alamo Arts Academy	225,000
YMCA of Greater San Antonio	Y Out of School Time	296,226
Young Women's Christian Association	After School Enrichment (ASCE)	350,000
Youth Code Jam San Antonio	After School Coding Club	350,000
	Subtotal	\$ 4,500,000
Lack of Education and Career Opportunities for Youth Transitioning Out of or At Risk for Gang Involvement		
1 Church 1 Soul Ministry	Gang Reduction Eliminating Affiliation Ties (GREAT) Program	100,000
American Indians in Texas at the Spanish Colonial Missions	It Takes a Village	400,000
Boys & Girls Club of San Antonio	Future Leaders	150,000
Good Samaritan Community Services	Youth and Teen Services	100,000
	Subtotal	\$ 750,000
Increase in Number of Opportunity Youth and Homeless Youth		
Chrysalis Ministries	Opportunity Youth Workforce & Education Program	564,210
Communities In Schools of San Antonio	NXT Level Youth Opportunity Program Expansion & Project POYNTS	747,782
Healy-Murphy Center	Earn While You Learn	324,320
Pride Center San Antonio	LGBTQ+ Youth Empowering Programming	200,000
Restore Education	Career Readiness and Incentive Program Expansion	163,688
Rise Recovery	Youth Empowered by Sobriety (Y.E.S.)	150,000
SA Youth	Academic Achievers	350,000
Seton Home for Pregnant Women	Fostering Hope: College and Career Readiness for Teen Mothers	150,000
	Subtotal	\$ 2,650,000
TOTAL YOUTH SERVICES		\$ 9,659,164

**Nonprofit Social Services, Senior Services, and Youth Services
 ARPA State & Local Fiscal Recovery Funds
 Consolidated Funding Process
 PROPOSED 2023-2024 ALLOCATIONS**

Delegate Agency	Funded Program	Total ARPA Proposed Allocation
SENIOR SERVICES OLDER ADULTS		
Mitigate Increased Social Isolation for Older Adults Disproportionately Impacted by COVID - 19		
Morningside Ministries	Morningside Ministries	600,000
Older Adults Technology Services, Inc.	Reducing Social Isolation in SA through an Age-forward Approach to Tech Access	657,471
San Antonio Oasis	OASIS	248,453
SW Outreach for Older People	Transportation Addressing Social Isolation in Older Adults	494,076
	Subtotal	\$ 2,000,000
Address Increased Older Adult Food Insecurity Exacerbated by COVID - 19		
King's Compassion	Senior Support Project	274,196
San Antonio Food Bank	Project HOPE	1,000,000
San Antonio Lighthouse for the Blind	Low Vision Healthcare & Support Services for Seniors Impacted by COVID-19	295,402
Texas Diaper Bank	Essentials to Your Door Incontinence Assistance	295,402
The Salvation Army	Senior Program	135,000
	Subtotal	\$ 2,000,000
Address Increased Responsibility on Informal and Unpaid Caregivers During the COVID - 19 Pandemic		
Alzheimer's Disease and Related Disorders	Building Caregiver Confidence: Dementia Education, Training, & Resources	\$ 199,899
Family Service Association of San Antonio, Inc.	In Home Personal Care/Respite Care	277,440
Meals on Wheels San Antonio	Care Navigation Team	250,000
Texas Grandparents Raising Grandchildren	HOPE	200,000
	Subtotal	\$ 927,339
TOTAL SENIOR SERVICE OLDER ADULTS		\$ 4,927,339
UNALLOCATED FUNDS		
DHS YOUTH PROGRAMS		240,836
DHS OLDER ADULTS/SENIORS		72,661
	Unallocated Funds Subtotal	\$ 313,497
TOTAL NONPROFIT SOCIAL SERVICES, SENIOR SERVICES, AND YOUTH SERVICES ARPA ALLOCATION		\$ 17,400,000