

**2024-29 EARLY HEAD START – CHILD CARE PARTNERSHIP AGREEMENT
FOR CHILD CARE SERVICES
BETWEEN THE CITY OF SAN ANTONIO &
HEALY-MUPHY CENTER, INC.**

This Agreement between the City of San Antonio ("City"), a Texas Municipal Corporation acting by and through its Director ("Director") of the Department of Human Services ("DHS") pursuant to Ordinance No. 2024-04-11- dated April 11, 2024, and Healy-Murphy Center, Inc. ("Center"), (collectively "the Parties") sets forth the objectives, understandings, and agreements between the Parties in connection with Center's services to City's Early Head Start-Child Care Partnership ("EHS-CCP") Program ("Program" or "Project").

WITNESSETH:

WHEREAS, the City has received a grant from the U.S. Department of Health and Human Services ("HHS") to provide EHS-CCP services in Bexar County; and

WHEREAS, the City is authorized and desires through its Department of Human Services ("DHS") to execute an agreement with Center to provide full-day, full-year childcare services to children and their families; and

WHEREAS, Center desires, and is appropriately licensed and qualified, to enter into this Agreement with City and agrees to deliver the services described in accordance with this Agreement;

NOW THEREFORE, City and Center agree as follows:

I. SCOPE OF WORK

- 1.1 Center will provide all activities and services in a manner satisfactory to the City and in compliance with Center's attached Scope of Work ("Attachment I") and this Agreement. If any terms of this Agreement are inconsistent, the terms imposing the most stringent requirements upon the Center will control.
- 1.2 In the event that Center is not able to provide the services for a reason grossly outside of Center's control, such as a City declaration of Emergency or Disaster, Center must alert DHS immediately, and City will determine if and what alternative services are required. Center may propose alterations, but the final service delivery plan must receive City's approval in writing.
- 1.3 For purposes of this Agreement, the terms listed below will have the following meanings:
 - (A) "Allowable Costs" are those costs which are necessary, reasonable and allowable for the performance of services under this Agreement.
 - (B) "Business day" means every day of the week except all Saturdays, Sundays, and those scheduled holidays officially adopted and approved by the City for City employees.
 - (C) "Center" is identified as a contractor under this contractual Agreement to provide services for the City's Program.
 - (D) "Cost Allocation Plan" is a plan that identifies and distributes the cost of services provided under this Agreement in order to substantiate and support the costs, and to assure the provided funds do not subsidize other program(s), and to ensure that the City is paying only its fair share of the costs.
 - (E) "Equipment" and "property" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more, and includes property such as furniture and vehicles, but not supplies and non-durable goods.
 - (F) "Expenditure Report" is a report that details all expenditures from all revenue sources that the Center expensed in the previous month.

(G) "Program budget year" or "PBYP" is the annual budget term (August 1 – July 31) for this Agreement.

- 1.4 City retains the authority to contract with third-parties for the delivery of other EHS-CCP services in the San Antonio and Bexar County area. Center agrees to allow the City's other service providers access to the facilities leased and/or owned by Center, so long as access would not cause disruption of Center's child care or educational activities or purpose as an educational entity. Center agrees to cooperate with City and third-party service providers to establish, modify and comply with a set of policies and procedures governing the City's Program and the protocol for collaboration between service providers. Center agrees that, notwithstanding the fact that another service provider may be contracted to provide a category of service, Center, under the leadership of its Center director, or director's designee, will be responsible for coordinating with other service providers and working with City to ensure provision of the full array of services to which the children are entitled under this Agreement.

II. TERM

- 2.1 Except as otherwise provided, this Agreement will begin on August 1, 2024 and terminate on July 31, 2029, for the City's GY 2024-29 project period.
- 2.2 Center understands this Agreement is contingent on the continued award of City's EHS-CCP grant, and that should the award be reduced or discontinued, this Agreement may be amended or terminated accordingly.

III. CONSIDERATION

- 3.1 Center agrees and understands that funds are awarded only for each remaining budget year ("budget period") of this Agreement (i.e., August 1 to July 31). In consideration of Center's services, the City will pay Center for Allowable Costs incurred, based on the number of children assigned to Center in Attachment I, a total amount not to exceed **\$574,531.00** (the "Federal Share"), which is the accumulation of funds set forth in *Attachment IIA*. Center's Program budget is also comprised of the City's payment to Center and Center's contribution ("match"). Center agrees to match City's payments at a four-to-one ratio (4:1), and that for every four dollars (\$4) paid by the City, Center must contribute one dollar (\$1); City will allow Center to use the fair market value rental of childcare facilities toward match. Should Center fail to demonstrate its match in its quarterly reports, City reserves the right to limit or redirect its payments to Center proportionately.
- 3.2 Funding Reduction. Center understands and agrees that City reserves the right to reduce Center's funding if:
- (A) Center fails to provide the services outlined in this Agreement to the number of enrolled children set forth in Attachment I;
 - (B) Center fails to provide deliverables in the agreed-upon performance-based schedule of deliverables in the **Deliverables Scorecard** (attached and incorporated here as "**Amendment II**"); or
 - (C) Services are not provided for enrolled children for a period exceeding 5 business days due to reasons under Center's control, such as insufficient staffing, license or health/safety issues, or other facility concerns (e.g., HVAC, Plumbing).

If any occurrence is repeated or ongoing, City may modify payments or terminate this Agreement.

IV. PAYMENT

- 4.1 Disallowed Costs. Center agrees that the City's liability under this Agreement is limited to paying for direct services provided in accordance with the terms and provisions of this Agreement, including all Attachments. City will not be liable for any cost of Center not eligible for payment as defined within this Agreement. The amount of any disallowed costs must be remitted to City within ten (10) business days of City's request, or City may offset against future funding obligations by City.
- 4.2 Payment Process. City will make twelve (12) monthly payments to Center for services provided to enrolled children and in compliance with requirements described in Attachment I and II, so long as:

- (A) Center submits an invoice for payment on the first (1st) of every month.
 - (B) City will verify services and score performance for the period and may reduce future payment should Center not meet minimum performance when scored.
- 4.3 Closeout. At the end of each program budget year, Center will submit to City a full accounting total costs incurred from all sources, and including Program Income, no later than forty-five (45) days after the end of that PBYP or early termination. These deadlines may be adjusted only if Center receives written authorization from City.
- (A) Overpayment. Center agrees to reimburse the City for any Center overpayment based upon reconciled adjustments as of the end of each budget period, which is due to the City no later than ten (10) days after the end of that budget period.
 - (B) Written Notification by City. Reimbursement, including for all unused or unapproved funds, rebates, or as a result of Center not contributing its full match, must be made within twenty (20) calendar days of written notification to Center of the need for reimbursement; otherwise, City reserves the right to withhold the amount from subsequent payments.
- 4.4 Center agrees that City will not be obligated to any subcontractors or third party beneficiaries of the Center.
- 4.5 Financial Management System. Center will maintain a financial management system and acceptable accounting records with City's direction and to City's satisfaction, that provides:
- (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 this Agreement. If accrual basis reports are required, the Center will develop accrual data based on an analysis of the documentation available;
 - (B) records that adequately identify the source and application of funds for City-sponsored activities. Such records will contain information pertaining to City funding, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;
 - (C) effective control over and accountability for all funds, property, and other assets. The Center must adequately safeguard all such assets and ensure that they are used solely for authorized purposes. Center will maintain a separate numbered account for all funds received and disbursed through this Agreement;
 - (D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;
 - (E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Center;
 - (F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in this Agreement;
 - (G) accounting records supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Center will maintain records and meet necessary requirements under Generally Accepted Accounting Principles; and
 - (H) an accounting system based on City's accounting or administrative procedures that are in conformity with generally acceptable accounting principles which accurately reflects all costs chargeable to the Program (paid and unpaid). A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each invoice 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.
- 4.6 Center agrees that Center costs or earnings claimed under this Agreement may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.

- 4.7 Cost Allocation Plan. Center must establish and abide by a cost allocation methodology and plan, to ensure that costs allocated and charged to City are not charged to other awards. Center will provide to City prior to the beginning of the Agreement Term, and each budget period thereafter, (i) a matrix identifying the shared use of facilities and/or program services and (ii) the Cost Allocation Plan with supporting documentation, along with its financial statements and audit(s) that are applicable to Center's services under this Agreement. City has the right to review the Cost Allocation Plan for approval.

V. PROGRAM INCOME

- 5.1 At the sole option of the Director of the DHS, if Center obtains program income ("PI") under the Agreement, Center must either (a) be required to return the funds to DHS within the timeframe specified by the Director, or (b) receive written approval by the Director to retain such funds, to be:
- (A) used to further eligible project objectives after proposed expenditures are approved by DHS; or
 - (B) deducted from the total project cost for the purpose of determining the net cost reimbursed by the City.
- If the Director approves Center to retain PI, Center must submit all reports as and when required by DHS.
- 5.2 Fees & Donations. Center and any vendors, if applicable, are prohibited from charging fees or soliciting donations, from program participants or parents without the prior written approval of DHS. However, Center may engage in general school activity not specifically targeted at EHS-CCP families. Also, if Center incurs expenses to compensate employees for the caring of a child after the end of the EHS-CCP program day, the Center (not the employee) may collect a reasonable late fee from parents.
- 5.3 Center must include this entire Article in any subcontract involving income-producing services or activities.

VI. ADMINISTRATION OF THIS AGREEMENT

- 6.1 Should any disagreement or dispute arise between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of DHS, as representatives of the City and the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, will have the final authority to render an interpretation.
- 6.2 Center will not use funds awarded from this Agreement as matching funds for any other project without the prior written approval of the Director of DHS.
- 6.3 Center's Board. Center will provide to DHS all information reasonably requested by DHS relating to the functions of Center's governing body ("Board") for this and any other City-related projects, including but not limited to:
- (A) Roster of current Board members (including name, role, and terms, and e-mail);
 - (B) Annual schedule of anticipated Board meetings for;
 - (C) Board agendas to be submitted to City in advance of the time of posting prior to each Board meeting;
 - (D) Approved minutes of every Board meeting; and
 - (E) A copy of Texas Department of Family and Protective Services (TDFPS) Governing Body/Director Designation Form 2911, and any updates to it.
- Members of Center's Board shall be offered the opportunity to participate in education activities arranged by City. Center shall also offer members the opportunity to engage in a cooperative strategic planning process and shall submit any final strategic plans developed through such process to City for approval.
- 6.4 The City will have the authority during normal business hours to make physical inspections of all operating facilities occupied by Center for the administration of this Agreement and to require physical safeguarding

devices such as locks, alarms, security / surveillance systems, safes, fire extinguishers, sprinkler systems, etc. as reasonably necessary, to safeguard children, property and/or equipment.

- 6.5 Employee Integrity. Due to the nature of requested services, working with children, and media attention, the Center's managing Board and Center's management staff must adopt and approve an Employee Integrity Policy and internal program management procedures, and require all staff to abide by it to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and Program abuse. These policies and procedures require repayment of erroneously received funds or property, and specify any other consequences to Center's employees and vendors involved in illegal activities, which may include termination and prosecution where necessary. Said policies and procedures will be provided to DHS upon request by DHS. If DHS finds the policies and procedures to be lacking, Center must comply with DHS's recommended revision(s).

- 6.6 Check writing and Handling Procedures. If Center writes or handles checks under this Agreement, Center agrees to comply with the following check writing and handling procedures:

- (A) No blank checks are to be signed in advance.
- (B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. Center agrees that the aggregate amount of petty cash reimbursement will not exceed \$200.00 for any given calendar month during the Term of this Agreement unless Center receives prior written approval from DHS to exceed such limit. Such requests for petty cash must be supported by the submission to DHS of an original receipt.
- (C) Immediate Deposit. Checks issued by City to Center must be deposited into the appropriate bank account immediately or by the next business day after Center's receipt or City may investigate and issue a stop payment order, and checks must never be cashed for purposes of receiving the face amount back.
- (D) Two signatures. For checks other than petty cash reimbursement, Center must adopt and comply with a policy requiring no less than two (2) signatures of authorized representatives of Center on each check. Alterations to the number of required signatures, may only occur upon the written approval of the City.

- 6.7 Publicity. This Section is applicable to all EHS-CCP publicity, public presentations, signs, public notices, and other informational material, to include electronic media, (collectively, "Materials") prepared and/or disseminated during the Term of the Agreement by Center. Center will obtain City's prior approval of the language and logo to be used, and the Parties agree that all publicity regarding the affiliation between City and Center will be mutually agreed to by the Parties in advance. Center agrees that all Material(s) regarding the Program shall provide a written statement which must read as follows: "The City of San Antonio Early Head Start – Child Care Partnership services provided by this Center are funded by the City of San Antonio Department of Human Services through a federal grant received from the U.S. Department of Health and Human Services." These Materials include, but are not limited to, signs identifying facilities. In addition, all publicity related to Center's services must note that the Program is operated on a non-discriminatory basis.

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

- 6.8 Confidential Information.

- (A) Unless disclosure is authorized by the City or is required by the Attorney General for the State of Texas, Center agrees to maintain in confidence all information pertaining to the Project or City including, without limitation, reports, information, data, other related information (collectively, "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations under this Agreement. Center must protect the Confidential Information and take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information.
- (B) If disclosure is permitted by law or required by order of a governmental agency or court of competent jurisdiction, Center will give the Director of DHS prior written notice that disclosure is required with a full and complete description regarding such requirement.

- (C) Center must establish specific policies and procedures designed to meet the obligations of this Section, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Center's employees and subcontractors prior to any disclosure of the Confidential Information to third parties. This Section may not be construed to limit the right of City to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, Center will return to City upon request all copies of materials related to the Project, including the Confidential Information and subject to Center's right to use Educational Records. All confidential obligations contained herein (including those pertaining to information transmitted orally) will survive the termination of this Agreement. The Parties agree to ensure that their respective employees, agents, contractors, and subcontractors are notified of the requirement to comply with these obligations.

VII. RIGHT OF REVIEW AND AUDIT

- 7.1 If Center expends \$750,000 or more of City or federal dollars combined, whether provided under this Agreement or under multiple City contracts, then the Center must complete an independent audit and submit the audit report to DHSHeadStartInvoices@sanantonio.gov within the earlier of:

- (A) 30 calendar days after receipt of the auditor's report(s);
- (B) 9 months after the end of Center's fiscal year; or
- (C) 9 months after the expiration or early termination of this Agreement.

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

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

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

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

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

- 7.3 If Center receives or expends more than \$750,000 in federal funds from the City, then an audit must be conducted in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance). Center shall submit copies of its annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or 9 months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana.

Center may submit reports through the following website:

<https://harvester.census.gov/facides/Account/Login.aspx> and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Center may submit the completed report by mail to:

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

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

- 7.4 The City may conduct or have an audit conducted or conduct a review of the use of funds and documentation associated with this Agreement. City is entitled to determine the scope of any audit. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. Center must make available to City all accounting and Project records.
- 7.5 Center, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, must make available the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Agreement. The records shall be maintained for the required retention period, except if there is pending litigation or if the audit report has not been accepted, then the Center shall retain the records for as long the City requires retention. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.
- 7.6 If an audit or examination determines that the Center has expended funds or incurred costs which may be inconsistent with this Agreement or if the applicable state or federal governing agency raises compliance issues, then Center shall be notified and provided an opportunity to address the issues.
- 7.7 City shall provide Center written notification if reimbursed expenses or charges are disallowed by the City because of review or audit findings. DHS may, in its sole discretion, elect to either 1) deduct the disallowed amounts from subsequent reimbursements, or 2) require Center to fully refund the disallowed amounts by cashier's check or money order within ten days after receipt of written notification. Center may not reduce a Project's expenditures if the City opts to deduct disallowed expenses or charges from future reimbursements.
- 7.8 Any expenses for the collection of delinquent debts owed by Center are the sole responsibility of the Center and shall not be paid from any Project funds.
- 7.9 If the City determines, in its sole discretion, that Center is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Center pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND MONITORING

- 8.1 Tracking & Information Systems. Center will submit to DHS any and all reports as may be required of Center by City. Center must incorporate and use a City-approved tracking or information system, such as ChildPlus, and collect, input and update all data as required by the City.

Additionally, Center will maintain and furnish to City the appropriate financial and programmatic information and reports, in such forms as the City may require. Center will maintain all applicable supporting documentation of costs, including but not limited to payroll records, invoices, contracts or vouchers, and make these available to City upon request.

- 8.2 City reserves the right to reasonably request Center to provide additional records for travel expenses, long distance and cell phone calls, faxes, internet service, or other electronic communication devices charged to the budget associated with this Agreement.
- 8.3 Licensing. Center must maintain all licenses, permits, certifications, and approvals necessary to perform the work hereunder and will notify the City of compliance prior to commencement of this Agreement. Center must report all notices served, violations found, or complaints filed with regard to licensing, or lack thereof, of Center's centers within one (1) business day of receipt of notice from the State licensing, certifying or permit-issuing authority of a violation or complaint, and shall take all necessary steps to cure such violation. Center shall also sign an Authorization For Release of Information giving the TDFPS permission to share licensing information about the Center with the City.
- 8.4 Child Safety. Center must comply with all applicable federal, state, and local laws relating to child safety. Center must establish and implement administrative procedures to respond to health emergencies and with which all EHS-CCP funded staff should be familiar and trained. These procedures must be in compliance with applicable federal, state, and local laws and must include, but not be limited to, methods of notifying parents in the event of a health emergency involving their child and established methods for handling cases of suspected or known child endangerment, abuse, or neglect. If Center has knowledge of, a report of, or is aware of a crisis related to a claim, or suspects that media coverage would be negative due to an incident of child endangerment, neglect, abuse or physical discipline of a child while in Center's program, Center will contact City's EHS-CCP Program Administrator immediately, but no later than 24 hours, for the purpose of notification of the incident. Center must contact City's designated representative whether or not the incident is fully investigated by Center. If Center is unable to reach the City's designated representative, Center will leave a verbal message or written message via e-mail notifying City that Center is attempting to notify City of an incident. Center further agrees to immediately notify the parent of a child in any of the instances cited above, whether or not the instance may be characterized as suspected child abuse. In all cases, the suspected offender must be removed from the classroom until an investigation, internal or external, has absolved him or her from the claim.
- 8.5 Final Report Requirements. Within a period not to exceed forty-five (45) calendar days after the end of each PBY, expiration or early termination date of this Agreement, Center will submit all final client reports and all required deliverables to City. Center agrees that in conjunction with the submission of the final report, the Center will execute and deliver to City a receipt for all sums received and a release of all claims for said sums against the Project.
- 8.6 Retention. Center must maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement including records for real property and equipment acquired with funds under this Agreement (collectively, "Records"), in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for at least five (5) years from the date of Center's submission of the annual financial report covering Agreement funds, whichever is longer. If an audit, litigation, or other action involving the Records has been initiated before the end of the retention period, Center agrees to maintain the Records until completion of said action.
- 8.7 Access. Center will make available to City, unless otherwise prohibited by law, its information, books, statements, data, records, reports, documents, papers, personnel files (including evidence of criminal background check(s)), client files, policies and procedures, and all other Project documents (collectively "Documents"), and those of its subcontractors for as long as said Documents are retained. This right also includes timely and reasonable access to Center's facility and to Center's personnel for the purpose of interview and discussion related to such Documents. Center will, upon request, transfer certain records or Documents to the custody of City when City determines that they possess long-term retention value unless otherwise prohibited by law.

8.8 Monitoring.

(A) DHS maintains monitoring, fiscal control, and evaluation of this Project. Therefore, Center agrees City may evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement, and that the failure of City to monitor, evaluate, or provide guidance and direction will not relieve the Contractor of any liability to City for failure to comply with the terms of this Agreement.

1. Interviews. Center agrees to permit the City to have interviews with its personnel, Board members, and program participants pertaining to the matters covered by this Agreement. Center agrees that failure of the City to monitor, evaluate, or provide guidance and direction will not relieve the Contractor of any liability to the City for failure to comply with the terms of this Agreement.
2. Background Checks. Criminal background, sex offender, and child abuse/neglect check(s) must comply with applicable law, and as evidence, the Parties agree that City will accept a written statement, from an authorizing agency, that the checks have been conducted and that all persons who are employed have passed, so long as the statement includes the name(s) of the staff member(s) checked, and the date(s) performed. If, at any time, City determines that such written statement is unsatisfactory, Center agrees to provide additional information to resolve any conflict associated with provision of information related to criminal background checks.

(B) Monitoring Visits. City may, at its discretion, conduct periodic, announced and unannounced monitoring visits to ensure compliance with this Agreement, Texas State Child Care Licensing, and City's Program policies and procedures. City reserves the right to make unannounced visits to Centers and Center's sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery. Center Program staff will be informed by City representative(s) upon arrival of the expected purpose and length of visit so that accommodations may be made. City's representative(s) will provide proper identification to ensure the safety and security of all parties.

8.9 Findings. Center understands that the City will timely inform Center of the findings of any review or monitoring, specifically any default under the Agreement or deficiencies in performance ("findings"). City will inform Center in writing of strengths and weaknesses, assist Center in finding solutions if needed, and specify a deadline for corrective action. If the findings are not corrected by the deadline, or occur on a repeated or ongoing basis, City reserves the right to move children out of the Center and may result in reduction in Center's funding or termination of this Agreement.

8.10 Unless otherwise stated, all information requested by DHS will be submitted by Center within five (5) business days of the request via electronic communication or other form of written correspondence. Should Center fail to deliver the required information or delivers incomplete information, the City may suspend payments to Center until such information is delivered to City. Furthermore, the Center ensures that all information contained in required reports or information submitted to City is accurate.

8.11 Local Government Records. In accordance with Texas law, Center acknowledges and agrees that all "local government records" as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Center agrees that no such local government record produced by or on the behalf of Center pursuant to this Agreement will be the subject of any copyright or proprietary claim by Center.

Center acknowledges and agrees that all local government records produced in the course of the work required by this Agreement, are public information and will be made available to the City at any time unless otherwise prohibited by law. Center further agrees to turn over to City all such records upon termination of this Agreement. Center agrees that it will not, under any circumstances, release any records created during the performance of the Agreement to any entity without the written permission of the Director of DHS, unless required to do so by a court of competent jurisdiction or the Texas Attorney General. DHS will be notified of such request in accordance with this Article.

- 8.13 If Center desires to copyright material or to permit any third-party to do so, Center must obtain City's prior written approval and must appropriately acknowledge City's support in any such materials.
- 8.14 Travel by car. If City funds are allocated toward driving costs, Center shall strongly encourage the participation of its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Center.

IX. INSURANCE

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

X. LIMITED LIABILITY

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

XI. RESERVED

XII. APPLICABLE LAWS

- 12.1 Center, and all of the work performed under this Agreement, must comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City and Bexar County. Center must also abide by any and all future amendments or additions as they may be promulgated. Failure to comply could subject the Center to suspension of payments, termination of this Agreement, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, City, as the party ultimately responsible for all matters of compliance with the City of San Antonio, shall have the final authority to render an interpretation.
- 12.2 Center understands that certain funds provided it pursuant to this Agreement are funds which have been made available by the City's General Operating Budget and/or by other granting entities. Center agrees to comply with all laws, ordinances, codes, rules, regulations, policies, and procedures, including licensing and accreditation standards applicable to the funds received by Center or as otherwise required in this Agreement, including but not limited to:
- (A) Texas Child Care Licensing laws;
 - (B) The Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 *et. al.* titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," ("Uniform Guidance"), as applicable to the funds received by Center;
 - (C) Official record retention schedules as established by the Local Government Records Act of 1989, found at <http://www.tsl.state.tx.us/slrn/recordspubs/gr.html>; and
 - (D) The Texas Public Information Act, at Chapter 552 of the Texas Government Code. The Texas 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 Center receives inquiries regarding documents within its possession pursuant to this Agreement, Center 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 Center shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Center's receipt of such request.
- 12.3 Additionally, Center shall comply with the following:
- (A) If using funds under this Agreement, expenditures shall be made in accordance with:
 - 1. Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities; and
 - 2. Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services.
 - (B) Drug-Free Workplace. Center certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988.
 - (C) All applicable employment laws including, but not limited to:
 - 1. worker's compensation;
 - 2. unemployment insurance;
 - 3. timely deposits of payroll deductions;
 - 4. filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.;

5. Occupational Safety and Health Act regulations; and
6. Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.4 Center further agrees to:

- (A) comply with all standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended and as applicable. Center agrees to report each violation to City and understands that City will, in turn, report each violation as required to the HHS and the appropriate EPA Regional Office. Additionally, Center agrees to include these requirements in each subcontract to this Agreement exceeding \$150,000.00 financed in whole or in part with federal funds.
- (B) make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises in connection with the work performed hereunder, whenever possible.
- (C) provide for the rights of the federal government in any invention resulting from the work performed hereunder, in accordance with 37 C.F.R. Part 401 and any applicable implementing regulations.
- (D) include a provision requiring compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §276 and §3145), as applicable under Appendix II of the OMB Uniform Guidance and as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, "Contractor and Subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States."
- (E) comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141–3144 and 3146–3148) and as applicable under Appendix II of the OMB Uniform Guidance, and as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, implementing regulations, and to include a provision requiring compliance with any construction contracts of more than \$2,000.00, and report all suspected or reported violations to HHS.
- (F) comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), and any applicable implementing regulations. Center verifies it has tendered said Certificate to the City.
- (G) comply with the applicable standards under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11301 *et seq.* and 42 U.S.C. §11431 *et seq.*), and any applicable implementing regulations, as may be applicable.
- (H) comply with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), as applicable under Appendix II of the OMB Uniform Guidance, and as supplemented by Department of Labor regulations (29 CFR Part 5), relating to all contracts that involve the employment of mechanics or laborers, which provides, in part, that each Center must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, that work in excess of the standard work week be compensated at a rate at least one and a half times the basic rate of pay, and that no laborer or mechanic must be required to work under conditions which are unsanitary, hazardous or dangerous.
- (I) comply with the prohibitions contained in the Pro-Children Act of 1994 (20 U.S.C §6081-84), relating to no smoking within any indoor facility (or portion thereof) owned or leased or contracted for by Center for the provision of regular or routine health care or day care or early childhood development services to children or for the use of the employees of the City or Center who provide such services.
- (J) comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247, and to ensure compliance of any and all subcontractors when applicable.

- (K) if Center engages in any contract that, except as otherwise provided under 41 C.F.R. Part 60, meets the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3, comply with all Equal Employment Opportunity provisions and all of the Executive Order and Code of Federal Regulations cited in this Agreement, and must include the provisions in any of its subcontracts.
- 12.5 HIPAA. Subject to obligations to maintain confidentiality under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the HIPAA Business Associate Agreement (Attachment IV), and subject to the requirements of FERPA and the limitations imposed under law regarding transfer of information, any and all writings, documents or information in whatsoever form and character produced by Center pursuant to this Agreement is the exclusive property of City; and no such writing, document, or information will be the subject of any copyright or proprietary claim by Center. Center understands and acknowledges that as the exclusive owner of any and all such writings, documents, and information, City has the right to use all such writings, documents, and information as City desires, without restriction.
- 12.6 Nondiscrimination. As a party to this Agreement, Center 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 herein. Also, Center certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- (A) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - (B) Section 504 of the Rehabilitation Act of 1973, as amended;
 - (C) The Age Discrimination Act of 1975, as amended;
 - (D) Title IX of the Education Amendments of 1972, as amended
 - (E) Fair Labor Standards Act of 1938, as amended;
 - (F) Equal Pay Act of 1963, P.L. 88-38;
 - (G) Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and
 - (H) All applicable regulations implementing the above laws.
- 12.7 Public Subsidy. In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Center receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Center shall repay all funds received under this Agreement with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Center 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.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

- 13.1 Solicitation. Center acknowledges that no person, selling agency, or other organization has been retained to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee, and further that no such arrangement exists or has existed with any employee of Center or City. For breach or violation of this Section, City will have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement, or otherwise recover, the full amount of such arrangement, or to seek such other remedies as legally may be available.
- 13.2 Conflict of Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the City’s Ethics Code, from having a financial interest in any contract

with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to 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 City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

- 13.3 Prohibited Financial Interest. Further, Center covenants that neither it nor any member of its governing body or of its staff (1) presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or (2) possesses any interest in, or uses their position for, a purpose that is or gives the appearance of being motivated by private gain for themselves or others, particularly those with which they have family, business, or other ties. Center further covenants that no persons having such interest may be employed or appointed as a member of its governing body or of its staff.
- 13.4 Certification. Center represents, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents performing on this Agreement are neither a City officer nor an employee as defined by Section 2-52 (e) of the City’s Ethics Code, and that by contracting with the City, Center does not cause a City employee or officer to have a prohibited financial interest in the Contract. Center further represents that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

XIV. TERMINATION

- 14.1 (A) Termination for Cause. Upon written notice in accordance with the official communication provisions in this Agreement, City may terminate this Agreement as of the date provided in the notice in whole or in part, upon the occurrence of either:
1. Failure to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City or violation of any of the covenants, conditions, or stipulations of this Agreement; or
 2. Notification by a local, state, or federal agency of a formal charge, probation, deferred adjudication, or conviction involving fraud, theft, or the commission of a felony by Center or Center’s employee working in the EHS-CCP Program. In the case of a Center’s employee being the subject of the notification, Center will have the opportunity to cure via the immediate termination and/or removal of the employee from the EHS-CCP Program.
- (B) Termination for Convenience. This Agreement may be terminated in whole or in part upon written notice in accordance with the official communication provisions in this Agreement, which must specify a date:
1. not sooner than 120 days following the day on which notice is sent but not later than the end of Center’s fiscal year, unless earlier terminated under any other provision herein, or
 2. of termination to be the end of the PBY.
- 14.2 Center will be entitled to receive just and equitable compensation for any properly documented, allowable, and approved work satisfactorily, completed prior to any termination date. Satisfactory completion will be reasonably determined by the City and its decision will be final.
- 14.3 Notwithstanding any other remedy in this Agreement or by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given Center for failure to comply with the terms and provisions of this Agreement. The Center will not be relieved of liability for damages sustained by the City by virtue of any breach of this Agreement and City may retain and utilize any other remedies available to City.
- 14.4 If an employee of Center is discharged or leaves employment with Center, then Center will pay in full to the employee all of his or her earned salaries and wages, within the timeframe specified by law.

- 14.5 Should the Center be debarred by any entity or the City pursuant to a debarment policy currently existing or hereafter adopted, the debarment may be grounds for termination.
- 14.6 Center must not incur new obligations after the effective date of termination, and will cancel as many outstanding obligations as possible. Center will submit to City all required reports including a final financial statement. The final financial statement's payment constitutes full and complete reimbursement for all of Center's performance under this Agreement.

XV. RESERVED

XVI. PERSONNEL

- 16.1 Center must maintain an organizational structure that provides evidence of adequate mechanisms for staff supervision to ensure effective oversight of responsibilities, and must demonstrate upon request, that all staff funded under this Agreement have the knowledge, skills, and experience they need to perform their assigned functions responsibly. Center must assign adequate staff to fully implement the responsibilities, including those needing specific abilities or expertise, and address the major functions and responsibilities assigned to each position.

- 16.2 Management Team. Center shall ensure that, at a minimum, the following program management functions are assigned:

- (A) EHS-CCP Liaison. An appropriately assigned staff member with decision-making abilities, whether the CEO, agency director, center director, or designee of any of those previous listed, must attend scheduled monthly EHS-CCP meetings, advise staff of meeting matters, and provide staff a formal platform for collaboration.
- (B) Center's program director must oversee education and early childhood development. This individual must have training and experience in areas that include theories and principles of child growth and development, early childhood education, and family support and have a current and good standing Child-Care Center Directors Certificate per TDFPS.
- (C) A Peer Coach must (i) provide ongoing coaching and support to teachers to strengthen their skills and improve the quality of care and child outcomes, (ii) support teachers with the implementation of the EHS-CCP designated curriculum, (iii) utilize the required tools to ensure the curriculum is being implemented accurately, and (iv) attend all EHS-CCP coaching activities. At a minimum, the Peer Coach must have a CDA, training and experience in the areas of child growth and development.
- (D) A Nutrition Manager must oversee child nutrition services and ensure Center maintains compliance with Child Adult Care Food Program ("CACFP").

Center's management team and any other necessary staff must provide uninterrupted year-round management services so as to ensure continued coordination with City regarding critical program activities. Critical program activities include but are not limited to: early childhood education services, ongoing health and safety monitoring, monthly staff meetings, and maintaining compliance with child care licensing.

- 16.3 Orientation. Each program year, and within:

- (A) one (1) week of hiring new employees,
 - (i) Center must provide employees an orientation focusing on, at a minimum, the goals and underlying philosophy of the Program, including the importance of parent engagement and a review of the required benchmarks; and
 - (ii) Child Plus Access Forms must be completed and provided to the City.
 - (B) three (3) months of hire, all staff with child contact must receive safety training and child abuse training
- Center must maintain orientation sign-in sheets and agendas for City review.

- 16.4 Compliance Report. At the beginning of the Agreement term and each PBY thereafter, Center will submit to City a report which specifically (a) lists the number and percentage of classroom personnel having child development associate ("CDA") credentials or associate, baccalaureate or advanced degrees; (b) states the names and license registration of the employee; and (c) describes Center's compliance with the goals described in this Article.
- 16.5 Classroom Staff. Center acknowledges and must demonstrate upon request that:
- (A) each EHS-CCP classroom is staffed by two paid teachers and no more than eight children at any one time. When possible, Center will staff each classroom with a volunteer in addition to the paid staff positions.
 - (B) all of the teachers staffing the classrooms funded under this Agreement have, at a minimum, a CDA or comparable credential, and have been trained (or have equivalent coursework) in early childhood development with a focus on infants and toddlers. Center agrees that for teachers not having the credential or equivalent, Center will notify City of the particulars of the training (or equivalent coursework) for City approval, and have a documented professional development plan on file for any such teacher. During the term of this Agreement, Center will only hire teachers meeting the necessary qualifications; if Center is unable to hire teachers with the necessary qualifications, Center will notify City for approval.
- 16.6 Volunteers. Center understands that volunteers may assist in teachers in the classroom.
- (A) Volunteers may not (i) be left alone in the classroom with children or (ii) substitute for a teacher.
 - (B) Center will ensure volunteers:
 - 1. comply with the same Child Care Licensing requirements that apply to employees, including the completion of up-to-date background checks and TB and health screenings, and have them on file,
 - 2. receive an appropriate orientation, which includes the Program's policies, goals, and underlying philosophy,
 - 3. receive safety training before entering the classroom and again each program year.
- 16.7 Qualifications and Disciplinary Actions. At a minimum, Center agrees that its program director, as well as all personnel in the classroom, must have education or training in the area of early childhood education. To meet these obligations, Center will:
- (A) only employ a program director, management and classroom personnel meeting the necessary qualifications;
 - (B) promptly notify City of any transfers and/or disciplinary actions affecting personnel referred to in subsection (A) of this Section.
- 16.8 Vacancies. If, for any reason, a vacancy exists for:
- (A) a program director, management or supervisory position: Center must hire a replacement meeting the necessary qualifications within 45 calendar days or, following notification to City of a delay, as soon as reasonably practical, but not later than 60 days after the position first became vacant unless the City agrees to a new mutually acceptable deadline.
 - (B) a classroom personnel position: Center must hire a replacement meeting the necessary qualifications within 45 calendar days or employ a substitute meeting the necessary qualifications.
- 16.9 Professional Development. Center agrees that:
- (A) each member of the teaching staff funded by this Agreement will attend (i) not less than 15 clock hours of infant and toddler professional development per program budget year and (ii) participate in City's professional development trainings;

- (B) it will create and implement a Professional Development Plan for all employees who provide direct services to children; and
- (C) it will regularly evaluate plans to determine their impact on teacher and staff effectiveness.

16.10 Wages & Salaries.

- (A) Center understands the City will periodically perform its own wage and salary comparison and issue results to Center. Center understands that City may consider factors such as training and experience, but City has no obligation to pay Center employees' wages that exceed the average rate paid to persons providing substantially comparable services in the area and the City has the sole and absolute authority to determine the rate of City's payment under this Agreement. This does not preclude Center from compensating its employees above the rate City will reimburse, so long as the additional compensation is not charged to this Agreement.
- (B) Center expressly understands and agrees that no portion of Agreement funds may be used to pay an employee whose compensation exceeds \$179,700.00. Center further agrees that all employees must devote time proportionate to the percentage of their compensation funded under this Agreement (e.g., employees who are funded at one hundred percent (100%) through this Agreement must devote one hundred percent (100%) of their time to it). Center agrees to submit employee certifications if requested by the City.
- (C) Center agrees that following the comparison in subsection (A), City will review the comparison for reasonable assurance that wages and salaries have been increased.

16.11 Complaints & Grievances. Center agrees to establish internal procedures that assure employees of an established complaint and grievance process. This process will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.12 Job Descriptions. Center agrees to place written job descriptions for personnel funded under this Agreement in individual personnel folders, or online, for each position, and provide the specific job description(s) to the City upon request. All descriptions must be filed or online no later than the expiration date of this Agreement.

16.13 Relatives. Chief Executive Officers (CEOs), directors, and other supervisory personnel may not supervise a spouse, parent, child, sibling, or in-law of the same relationship ("Relatives") who are in any capacity supported through Agreement funds.

XVII. PROPERTY, EQUIPMENT AND SUPPLIES

17.1 Ownership. City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property will, at the City's sole option, revert to the City at Agreement termination, for whatever reason. Center agrees to relinquish and transfer possession of and, if applicable, title to such equipment/property without the requirement of a court order. Equipment that has reverted to Center through a City-paid lease agreement with option to buy will be considered the same as though purchased outright with Agreement funds. Therefore, Center will provide, upon request, an annual inventory of assets purchased with funds received through the City.

17.2 Disposal, Loss, and Transfer.

- (A) Center agrees that no equipment purchased with Agreement funds may be disposed of without receiving prior written approval from DHS. In cases of theft or loss of equipment, it is the responsibility of the Center to replace it with like equipment, with funds other than Agreement funds. All replacement equipment will be treated in the same manner as equipment purchased with Agreement funds.
- (B) City reserves the right to require transfer of property acquired with funds under this Agreement.
- (C) All lost, stolen, missing, damaged, and/or destroyed property shall be reported to law enforcement agencies as appropriate. Center shall make such report immediately and shall notify and deliver a copy

of the official report to City within seventy-two (72) hours from the date of Center's discovery. The report must include:

1. A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information; and
2. A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction.

17.3 Records. Center will maintain accurate and complete records on all equipment and property obtained with Agreement funds to include:

- (A) A description, including the model and serial number or other identification number, if applicable;
- (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
- (C) An indication of whether the equipment is new or used;
- (D) The vendor's name (or transferred from);
- (E) The location of the property;
- (F) The property number shown on the property tag ("City of San Antonio Head Start Program"); and
- (G) A list of disposed items and disposition.

17.4 Inventory Tracking System. Center will maintain a system for tracking, on an ongoing basis, inventory of equipment and supplies that either (i) has a purchase price of \$5,000.00 or greater; or (ii) meets other criteria as City may prescribe (and notify Center as appropriate). Upon request, Center will provide City a status report of the current inventory of equipment and supplies meeting these requirements. City will have the right to review and approve Center's inventory tracking system.

17.5 Insuring & Reporting

- (A) Center is fully and solely responsible for the insuring against fire, loss and theft; and safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Agreement funds.
- (B) Center will inform City of incidents of loss, theft, damage or destruction of equipment or property, excluding supplies and consumables, purchased or leased with Agreement funds.
- (C) Center, at a minimum, will provide the equivalent insurance for real property and equipment acquired with Agreement funds as provided to other property acquired or owned by the Center.

17.6 Center must fully comply with the property and equipment requirements of 45 C.F.R Part 75, including but not limited to Sections 75.316 through 75.323, related to the following:

- (A) Insurance Coverage
- (B) Real Property
- (C) Federally owned and exempt property
- (D) Equipment
- (E) Supplies
- (F) Intangible property
- (G) Property trust relationship

17.7 Purchase thresholds. Center shall obtain City's review, endorsement, written approval, and processing in the following instances: (i) for equipment, property or supplies purchases in the amount of \$5,000.00 or greater or (ii) for cumulative purchases in the amount of \$100,000.00 or greater. Center may not split the purchase of a line item with a value greater than the preceding thresholds in order to avoid obtaining approval.

17.8 Third Party Beneficiary. Center acknowledges and agrees that City is the intended third-party beneficiary of any and all facility leases to which Center is or becomes a party in connection with any facility leased as a consequence of this Agreement. As such, Center will use its best efforts to have lessor acknowledge that City

is an intended third-party beneficiary of such lease. Center will honor all of its material obligations and stay in good standing under any and all such leases. Center will immediately notify City in writing in the event of any breach or alleged breach of any lease that could result in its termination. If an event gives rise to a right of first refusal in favor of Center, Center will promptly notify City of the event and allow City to step into Center's shoes as tenant under the lease in order to exercise the right.

- 17.9 Intellectual Property. The Parties agree that the Project will be and remain the sole and exclusive proprietary property of City. The Project will be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of and rights in the Project will be solely vested in City. Center conveys to City all rights in and to the Project; the tangible and intangible property rights relating to or arising out of the Project, including without limitation, any and all copyright, patent and trade secret rights; and all intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights"). All Intellectual Property Rights in the Project will be solely vested in City. As owner of the tangible and intangible intellectual property, City may reproduce, publish, authorize others to reproduce or publish, or otherwise use such material subject to confidentiality obligations as may be required by federal and/or state law. Center agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. If City is unable, after reasonable effort, to secure Center's signature on any documents relating to Intellectual Property Rights in the Project, Center hereby irrevocably designates and appoints City and its duly authorized agents as Center's agent and attorney-in-fact, to act for and in Center's behalf and stead to execute and file any such application and to do all other lawfully-permitted acts to further the prosecution with the same legal force and effect as if executed by Center.

XVIII. DEBARMENT

- 18.1 Center certifies that neither it nor its principals nor subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- 18.2 Center will provide immediate written notice to City, in accordance with the notice or communication requirements of this Agreement, if at any time during the term of this Agreement, including any renewals, Center learns that its certification was erroneous when made or has since become erroneous.

XIX. RESERVED

XX. AMENDMENT

- 20.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms of this Agreement must be by amendment in writing, executed by both Parties, and dated subsequent to the date hereof. Such amendment may occur without the necessity of seeking City Council approval, pursuant to City Ordinance No. 2020-10-29-0766, so long as (i) in accordance with all Head Start regulations and laws, (ii) approved by the City Attorney's Office, and (iii) the total cumulative of all service provider agreements, including amendments, do not exceed City's Program Budget(s) for the applicable budget year.
- 20.2 It is understood and agreed by the Parties, that changes in any applicable governmental rules, regulations, or laws that occur during the term of this Agreement will be automatically incorporated into this Agreement effective as of the effective date of the rule, regulation, or law.

XXI. SUBCONTRACTING & ASSIGNMENT

- 21.1 Subcontracting.
- (A) None of the work or services covered by this Agreement may be sub-contracted without the prior written consent of the City. If allowed, subcontracting methods must meet City requirements; subcontractor compliance must be the responsibility of the Center to monitor.

(B) Center must comply with all applicable local, state, and federal procurement standards, rules, regulations, and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the Parties that City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by City. If, in the sole determination of City, it is found that Center is not in compliance with said rules or standards with respect to any of its sub-contracts, then Center will be deemed to be in default of this Agreement, and will be subject to termination in accordance with the Termination article of this Agreement.

(C) If City grants a request to subcontract, Center understands and agrees that all subcontracts in excess of \$10,000.00 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

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

XXII. OFFICIAL COMMUNICATIONS

22.1 Except where the terms of this Agreement expressly provide otherwise, 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 below.

City:

Department of Human Services
Attn: Director
100 W. Houston Street, 9th fl
San Antonio, TX 78205

Center:

Healy-Murphy Center, Inc.
Attn: CEO
618 Live Oak
San Antonio, TX 78202

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.

XXIII. PROHIBITED ACTIONS

23.1 Political Activity. Center agrees:

(A) No funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.

(B) No funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.

(C) The prohibitions set forth in Sections 18.1(A) and 18.1(B) of this Agreement include, but are not limited to, the following:

1. an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
2. working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
3. coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation

activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

4. using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- (D) To ensure that the above policies are complied with, Center shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions, which shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the contact person listed on the statement within the Managing City Department. Center shall have each said individual sign a statement acknowledging receipt of the policy.
- (E) That in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Center under this Agreement may, at the City's discretion, be withheld until the situation is resolved.
- (F) This Section shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Center and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.
- 23.2 Adversarial Proceedings. Center agrees that under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity and City may conduct an audit under Section 6.4 to make such determination. Center understands that the City may deem Center ineligible for consideration to receive any future funding under this Agreement or under another existing or future agreement while any adversarial proceedings against the City remains unresolved. This Agreement may be terminated by City under Article XIII should Center have a pending lawsuit against City or file a lawsuit against the City during the term of this Agreement.
- 23.3 No Use of Funds for Religious Activities. Center agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the benefit, directly or indirectly, any such sectarian or religious facility or activity, or for the construction, operations, maintenance, or administration of any sectarian or religious facility or activity.
- 23.4 Contribution Prohibitions. Center acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for an entity that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Consolidated Human Development Funding Services Pool Request for Proposal (RFP) is released, and ending on the 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. Center acknowledges that the City has identified this Agreement as high profile. Center warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of City Code Section 2-309 and will not do so for 30 calendar days following the award of this Agreement. Should the signer of this Agreement violate this provision, the City Council may, in its discretion, declare the Contract void.

XXIV. TEXAS GOVERNMENT CODE PROHIBITIONS

- 24.1 Prohibition on contracts with companies boycotting Israel. Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods/services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"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", for the purposes of this Article, means a for-profit sole proprietorship, 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 that exists to make a profit.

- 24.2 Prohibition on contracts with companies that discriminate against firearm and ammunitions industries. Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": means, with respect to the entity or association, to:

- (1) 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;
- (2) 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
- (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

- 24.3 Prohibition on contracts with companies that boycott energy companies. Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott energy companies and
- (2) will not boycott energy companies;

"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).

- 24.4 Prohibition on Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organizations. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. CONSULTANT hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on CONSULTANT's certification. If found to be false, or if CONSULTANT is identified on such list during the course of its contract with City, City may terminate this CONTRACT for material

- 24.5 By executing contract documents with the City, CONSULTANT hereby certifies that it does not and will not engage in any of the prohibitions in this Article during the term of the CONTRACT. City hereby relies on

CONSULTANT's certification(s). If found to be false, City may terminate the CONTRACT for material breach.

XXV. MISCELLANEOUS

25.1 Independent Contractor.

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

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

25.3 Venue. Center and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created under this Agreement are performable in Bexar County, Texas. Any action or proceeding to adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

25.4 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

25.5 Severability. If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to the City Charter, City Code, or ordinances of City, it is the intention of the Parties that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained. It is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

25.6 Representations.

- (A) Center's signatory below represents, warrants, and guarantees that (s)he has full legal authority to execute this Agreement on behalf of Center and to bind Center to all of the terms, conditions, provisions, and obligations herein contained. Center must be authorized to do business in the State of Texas and operating in accordance with all applicable laws of the State of Texas. Upon request by the City, Center will provide DHS verification of the foregoing requirements.
- (B) This Agreement is based on the representation of Center that it is financially accountable for its expenditures; that it has the continuing capability to furnish it's match contribution specified in this Agreement; and that funds disbursed to Center will be expended only for Allowable Costs as defined in

this Agreement. Center represents that there are no financial limitations or impediments that would make it not viable, solvent, and accountable.

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

XXVI. ENTIRE AGREEMENT

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

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

the _____ day of _____, 2024.

CITY OF SAN ANTONIO:
Department of Human Services

CENTER: Healy-Murphy Center, Inc.

Melody Woosley, Director




Gustavo Cordova, CEO

Date _____

Date 3-18-24

APPROVED AS TO FORM:



Assistant City Attorney

Board President (if required by Center)

ATTACHMENTS:

- Attachment I – Scope of Work
- Attachment II – Deliverables Scorecard
- Attachment IIA – Funding Table
- Attachment III – Special Provisions
- Attachment IV – HIPAA Business Associate Agreement
- Attachment V – Insurance Requirements

ATTACHMENT I
SCOPE OF WORK

1. Summary

The Center shall serve the number of income and age-eligible children as indicated below, and perform services in accordance with the terms of this Agreement. The Center will operate full-day classroom(s) (minimum of 10 hours a day) at City-approved sites for a minimum of 240 days of planned class operations for each budget period. Operating hours set by the Center must be approved by the City.

Number of children in full day care on the first day of the program ("funded enrollment"):	64
Minimum number of children with disabilities:	10% of the number of children funded to serve
Service Area:	Families living and working within the Edgewood and San Antonio Independent School Districts.

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

- A. City will determine eligibility and recruit, select, and enroll children in City's Program. Center agrees to assist City to consistently maintain and replenish its assigned number of children. To assist in this effort, Center must alert City once a vacancy exists and ensure, once City approves the selected child(ren), to start providing services within no more than seven (7) business days unless City approves a longer timeframe. Should Center not assist City in this process, its payments may be reduced accordingly.
- B. Children with Disabilities. Center understands that a minimum of 10% of funded enrollment slots in Center's program are children with disabilities who are determined to be eligible for services, and Center must provide comparable services.
- C. Attendance. Center agrees that when the monthly average daily attendance rate in a center-based program falls below ninety percent (90%), Center must immediately notify City. Late arrival does not constitute an absence and Center will not alter services for those children. Center must work with City's Family Support Worker to analyze the cause of absenteeism or tardiness and provide additional support, which may include, but is not limited to, face-to-face meeting(s) with the family and other direct contact with the child's parents. Removal of children from the program due to the lack of attendance may only occur in accordance with City's policies and with City approval.

3. Program Services

- A. Program Services. Center shall provide direct (i) Early Childhood Development and Disability Services; (ii) Child Nutrition Services; (iii) Safe and Healthy Environments; and shall coordinate with the City's efforts to ensure the provision of (iv) Family and Community Support Services, (v) Child Mental Health, (vi) Medical Health Services, and (vii) Dental (Oral) Health Services (collectively, "Early Head Start Services") to meet the needs of the children and families served by Center.
- B. Early Childhood Development and Disability Services. Center must provide the following education and early childhood development services in addition to offering ECI referrals to parents of children with developmental concerns:
 - i. Parental Involvement. In order for Center to encourage and support parents in their efforts to become involved in the development of the program's curriculum and approach to child development and education, Center will:

- a. provide opportunities to increase parents' child observation skills and to share assessments with staff that will help plan the learning experience;
 - b. encourage parents to participate in staff-parent conferences and home visits to discuss their child's development and education; and
 - c. encourage parent participation and attendance in center parent meetings, Parent Connection Committee meetings, Head Start Policy Council, volunteering, parents' activities and contributions.
- ii. Development & Inclusion. Center must help children gain the skills and confidence necessary to be prepared to succeed in their present environment and in future responsibilities in school and life, and:
 - a. ensure its approach is developmentally and linguistically appropriate and recognizes the child's rate of development, language, cultural background and learning style(s);
 - b. be inclusive of children with disabilities; provide an environment of acceptance that supports and respects gender, culture, language, ethnicity and family composition; and provide a balanced daily program of child-initiated and adult-directed activities; and
 - c. allow and enable children to independently use toilet facilities when it is developmentally appropriate and the efforts are supported by the parents.
- iii. Social & Emotional Development. Center must support social and emotional development by encouraging development which enhances child's strengths by building trust, fostering independence, and encouraging self-control and respect for feelings and rights of others in ways that support the child's health and wellbeing; and planning for routines and transitions.
- iv. Cognitive & Language Skills. Center must:
 - a. support each child's learning, using various strategies including experimentation, inquiry, observation, play and exploration;
 - b. ensure opportunities for creative self-expression through activities such as art, music, movement, and dialogue;
 - c. promote interaction and language use among children and between children and adults; and
 - d. support emerging literacy and numeracy developments through materials and activities according to the child's developmental level; and
 - e. screen, in collaboration with the parent, the child's developmental and behavioral skills utilizing the Agas and Stages Questionnaire ("ASQ"), specifically the ASQ-Social-Emotional (ASQs-S/E) and ASQ-Developmental (ASQ:3rd) Questionnaires) and upload it in the Child Plus data system for all newly enrolled children within the first thirty (30) days of the child's enrollment.
- v. Physical Development. Center must provide sufficient time, indoor and outdoor space, equipment, materials and adult guidance for active play and movement that support the development of gross motor skills and of fine motor skills according to the child's developmental level, and also provide an appropriate environment and adult guidance for the participation of children with special needs.
- vi. Curriculum. Center, in collaboration with the parents and City, must implement *Creative Curriculum*®, which supports each child's individual pattern of development.
- vii. Action Plan. The City will establish school readiness goals that are age-appropriate and create an Action Plan that best meets the needs of children. Center agrees to assist City in this effort and implement the Plan to achieve (a) the Plan's school readiness goals and (b) integration with City's Parent, Family, and Community Engagement (PFCE) Framework. Center must focus on the quality of teacher-child interactions, evidence-based teaching practices, evidence-based curriculum, and the inclusion of parents. Center must consistently work to improve its practices to achieve Plan goals and objectives. The City will analyze achievement and identify areas for improvement; Center agrees to implement City's guidance.

- viii. Analysis of Progress. Center, in coordination with the City, will assess child progress on an ongoing basis utilizing the Early Learning Accomplishment Profile (E-LAP) and the Learning Accomplishment Profile; 3rd edition (LAP-3) and all associated components (together, the "Assessment") in order to conform with the Assessment and assessment process. Center will ensure Peer Coach participation of at least ninety percent (90%) in monthly Peer Coaching meetings to build knowledge and skills in order to directly support teacher's understanding, planning, and administration of the Assessment. Center will conduct Assessments at least three times per program year (at the beginning, midpoint, and end) utilizing the Data Entry & Benchmark Due Date Guide and achieve a ninety percent (90%) completion rate. If needed, Center will also coordinate with City to make mid-year adjustments in instruction and/or professional development support should patterns or trends be identified in the analysis and use such information to inform teachers and parents how best to individualize each child's learning and progress across domains. Center will ensure these requirements are met and City will provide support, training, and technical assistance as needed.

C. Quality Improvement. Center must:

- i. select one (1) teacher to participate in City's Teachers Learning and Collaborating (TLC) intensive coaching system per program year, who must meet a ninety percent (90%) attendance rate.
- ii. ensure Peer Coach participation of at least ninety percent (90%) in monthly Peer Coaching meetings.
- iii. implement Coaching to Fidelity twice (2x) a program year with a ninety percent (90%) completion rate utilizing the EHS-CCP Data Entry & Benchmarks Due Date Guide.
- iv. participate in the Texas Rising Star- Texas' Quality Rating and Improvement System maintaining a 2 STAR or higher.

D. Health, Safety, Nutrition, Family and Community Support. Center shall follow City guidance in the performance of the service listed below. In addition, Center must offer referrals for children and families with concerns about any of the following:

i. Child Health and Safety

- a. Posted Policies & Procedures. Center must establish and implement policies and procedures to respond to medical and dental health emergencies to include posted policies and plans of action; posted locations and telephone numbers of emergency response systems; posted emergency evacuation routes and other safety procedures for emergencies; methods of notifying parents in the event of an emergency; up-to-date family contact information and authorization for emergency care; and established methods for handling cases of suspected or known child abuse and neglect. City must be notified within 24 hours of any incident or emergency. All staff must be familiar and trained in the policies and procedures, and the City will provide support, training, and technical assistance to ensure these requirements are met.

b. Exclusion for Sickness.

- i. Temporary. Center must temporarily exclude a child with a short-term injury or an acute or short-term contagious illness from participation in activities or group experiences, but only for that generally short-term period when keeping the child in care poses a significant risk to the health and safety of the child or anyone in contact with the child.
- ii. Long-term. Center must not deny admission to any child, nor exclude any enrolled child from participation for a long-term period, solely on the basis of his or her health care needs or medication requirements, unless the child poses a significant risk to the health and safety of the child or anyone in contact with the child and the risk cannot be eliminated or reduced to an acceptable level through reasonable modifications in the Center's policies or by providing appropriate auxiliary aids.

- c. Medication. Center must establish and maintain written procedures regarding the administration, handling, and storage of medication for every child. Certificates of completion will be maintained by the Center. The City will provide support, training, and technical assistance to ensure these requirements are met.
 - d. Demonstration. Center must ensure staff and volunteers can demonstrate safety practices; foster safety awareness by incorporating it into child and parent activities; and ensure staff, volunteers, and children follow the appropriate hygiene requirements.
 - e. First Aid. Well-supplied first aid kits, appropriate for all ages served, must be available at each facility and on outings away from the facility.
 - f. Immunizations. Up-to-date immunization records must be maintained on all children enrolled.
 - g. Clinics. Center will coordinate with City's EHS-CCP Health Manager to provide space for four (4) dental clinics and three (3) lab clinics.
- ii. Child Nutrition
 - a. Nutrition Plan. In coordination with City, Center must
 - i. Work with families to identify each child's nutritional needs, taking into account staff and family discussions regarding any relevant nutrition-related assessment data; information about family eating patterns including cultural preference; special dietary requirements; and feeding requirements of each child with disabilities; and information about major community nutritional issues.
 - ii. Design and implement a nutrition plan that meets the nutritional needs and feeding requirements of each child and takes into account the length of the program day.
 - b. Special Diets. Center must post up-to-date individualized special diet information in each applicable classroom and ensure all teachers are aware of each child's dietary needs at all times.
 - c. Dietician. Center must work with City and City's contracted nutritionist/dietician.
 - d. Family-Style Meals. Center must ensure that snack and meal times are structured and used as learning opportunities that support teaching staff-child interactions and foster communication and conversations that contribute to a child's learning, development, and socialization.
 - e. Programs are encouraged to meet the family style meals when developmentally appropriate.
 - f. CACFP. Center must use funds from the USDA CACFP as the primary source of payment for meal services.
 - g. Reporting. Pursuant to City policies, Center must report to City, 100% of time, the number of meals and snacks served to EHS-CCP children on a monthly basis by the 3rd of every month.
- iii. Child Mental Health
 - a. Center must work collaboratively with parents to:
 - i. solicit information, observation, and concerns about their child's mental health;
 - ii. share staff observations and the child's behavior and development;
 - iii. share observations with mental health professionals as it pertains to the child receiving services.

- b. City, with the assistance and collaboration of the Center will secure or refer, when appropriate, the services of mental health professionals on a schedule of sufficient frequency to enable the timely and effective identification of and intervention in family and staff concerns about a child's mental health.
 - c. Center must work with the City and Mental Health Professionals to allow access to children and teachers to assist in the Tier 1 Promotional services identified in City's Wellness Support Services Policy, and to implement identified strategies in the Tier 2 Preventative and Tier 3 Intervention services.
 - iv. Family and Community Support
 - a. In collaboration with City-led staff, Center must
 - i. provide at least two (2) parent engagement and education activities per program year that are responsive to the expressed needs of the parents.
 - ii. provide opportunities to include parents in the development of the program's curriculum and approach to child development and education.
 - iii. collaborate with other service providers to provide opportunities to enhance parenting skills, knowledge, and understanding of the educational and developmental needs and activities of their children.
 - iv. Promote purpose and support parents' understanding of the School Readiness Home Learning activities and submit monthly School Readiness Home Learning activities to City as specified.
 - 1. On time submission of School Readiness Home Learning Activities with a 90% annual completion rate.
 - b. Education staff must conduct at least:
 - i. two (2) home visits per year at a minimum of a 95% completion rate, unless parents expressly prohibit such visits, and
 - ii. two (2) staff-parent conferences per child per year at a minimum of a 95% completion rate, to enhance the knowledge and understanding of the educational and developmental progress and activities of children.
 - c. Center understands that if a parent denies home visits and conferences, they are not required as a condition of a child's receiving services; however, Center must properly document the denial according to City's guidance. The City will provide support, training, and technical assistance to ensure requirements are met.
- (v) Facilities, Equipment, & Materials
 - a. Upon notification by the City, but not less than once every three years, Center agrees to conduct water, soil, and paint testing performed by a City-approved, state of Texas-certified, Lead Risk Assessor for lead wherever Head Start services are provided. Center must provide to the City:
 - The Assessor's active Lead Certification Number, and
 - A copy of the assessment.
 - b. Center must submit invoices and associated documentation for City pre-approval, or collaborate with the City if it has any funding concerns.
 - c. Should any test be positive for the presence of lead, Center must immediately inform the City, submit a plan for abatement within seven (7) days, and cooperate with the City on a plan to remove or relocate children so that their exposure to lead is eliminated.

- E. Program Services Reporting. The Center shall submit program information reports as requested by the City, which may include but not be limited to:
- i. Classroom Attendance Report
 - ii. Classroom/Site Set up Program Design Report
 - iii. United States Department of Agriculture (USDA) food count for reimbursement received for EHS-CCP children to be submitted on a monthly basis
 - iv. Reports showing employee credentials and a list of personnel serving to satisfy Center's in-kind match requirement
 - v. Staffing plans
 - vi. Reports showing the wages of each employee
 - vii. Weekly Director's Report
 - viii. Any other reports deemed necessary and requested by City

4. Participation.

Center shall make time and resources available to support:

- (A) participation in meetings with City staff for community assessment, self-assessment, strategic planning, development of training and technical assistance plan, communication via email, telephone or in person, and program development activities;
- (B) participation in technical assistance trainings and service enhancements, as well as other trainings that may be developed by relevant federal or state agencies;
- (C) participation by Board members or their representatives in Board education activities arranged by City;
- (D) an appropriate level of attendance of Center's program management team and parent committee members at national, regional, and/or state Head Start conferences/trainings;
- (E) resources to support reasonable accommodations to low-income parents to participate and attend any Parent Connection Committee meetings;
- (F) no fewer than eight (8) staff meetings per year and submit the written schedule of meetings to City by August 31 of each program year; and
- (G) attendance by the center director or their designee at the center Parent Connection Committee with at least a 90% attendance rate.

ATTACHMENT II DELIVERABLES SCORECARD

CENTER: HEALY NURSERY CENTER																			
2021-2022	Deliverable	Service Area	Quarter 1 1/23/24	Quarter 2 4/23/24	Quarter 3 7/23/24	Annual Weight	Quarter 1 1/23/24	ALC	SEP	OCT	Qtrly Score	Goal	Grade Quarterly Individual Cumulative	Final Impact	Total	Comment			
Core Services	Services provided to 2A DHS-CCP Children	ECCE - DHS-CCP	30.00%	30.00%	7.50%						0	64	0.00%	0.00%	30.00%	6.00%			
	In Ratio - Safety - 2 Full Teachers/Staff/ Classroom at all times (Full Staff defined as positions other than teachers applicable to the program such as Director, Assistant Director, etc.)	Health & Safety			5.00%	20.00%					0	3	0.00%	0.00%	30.00%	4.00%			
	Weekly submission of Director's Weekly Report due by Friday, but no later than close of business the following Monday, or the next business day if a holiday, with a quarterly 90% completion rate.	TTA - Education			0.00%	5.00%					0	0	0.00%	0.00%	0.00%	0.00%			
	Identification of participant for "Together, Learning and Collaboration" with an annual attendance rate of 90%.	TTA - Education			0.00%	2.50%					0	0	0.00%	0.00%	0.00%	0.00%			
	Participation in "Together, Learning and Collaboration" with an annual attendance rate of 90%.	TTA - Education			0.00%	2.50%					0	0	0.00%	0.00%	0.00%	0.00%			
FY 2020-2021	Successfully complete 45 Day Health and Safety Screening at the beginning of the program year within the stated time frame.	Monitoring			3.34%	3.34%					0	1	0.00%	0.00%	30.00%	2.67%			
	Written schedule of staff meetings (no less than eight) to DHS-CCP Monitor submitted by due date of August 31st of each program year.	Program Design & Management (PDMA)			3.33%	3.33%					0	1	0.00%	0.00%	30.00%	2.66%			
	Family Support Worker(s) host a minimum of two parent engagement events as expressed desire of parents (Was there a Parent Engagement Event hosted in this quarter?)	Family & Community Support (FSC)			0.00%	3.33%					0	0	0.00%	0.00%	0.00%	0.00%			
	All DHS-CCP classroom staff, including Directors, will meet education qualifications.	Education			0.67%	2.50%					0	22	0.00%	0.00%	30.00%	0.50%			
	Complete ELLAT and LUIS child assessments utilizing the DHS-CCP Data Entry & Benchmark Due Date Guide with a 90% completion rate.	Education			0.00%	2.50%					0	0	0.00%	0.00%	0.00%	0.00%			
FY 2021-2022	Visits conducted in accordance with Education Policy and Procedure 1	Education			0.00%	2.50%					0	0	0.00%	0.00%	0.00%	0.00%			
	Teacher Conferences conducted in accordance with Education Policy and Procedure 1.	Education			0.00%	2.50%					0	0	0.00%	0.00%	0.00%	0.00%			
	Maintain a 90% attendance rate for Peer Coach meetings for Center designated Peer Coach or Center designed in accordance with Education Policy and Procedure 1.	Education			0.00%	2.50%					0	0	0.00%	0.00%	0.00%	0.00%			
	OK for the Peer Coach/Designate attend the monthly meeting?	Education			0.00%	2.50%					0	0	0.00%	0.00%	0.00%	0.00%			
	Complete, use and attach in the Child Plus data system 100% Ages and Stages Questionnaire - Social Emotional (ASQ-SE) and Ages and Stages Questionnaire - Communication and Symbolic Use of Language (ASQ-C) within the first 45 days of child's entrance into the program.	Education			0.67%	2.50%					1	1	100.00%	3.00%	100.00%	0.67%			
FY 2022-2023	Center Director and/or designee maintains a 90% attendance rate in monthly DHS-CCP Director's meetings.	PDMA			0.00%	2.50%					0	0	0.00%	0.00%	0.00%	0.00%			
	OK for the Center Director or designee attend meeting?	PDMA			0.00%	2.50%					0	0	0.00%	0.00%	0.00%	0.00%			
	On time submission of School Readiness Home Learning Activities (Where the School Readiness Home Learning Activities turned in on time?)	Education			0.00%	2.50%					0	0	0.00%	0.00%	0.00%	0.00%			
	Attendee by the Center Director or their designee at their attendance rate	Education			0.00%	3.33%					0	0	0.00%	0.00%	0.00%	0.00%			
	OK for the DHS-CCP Director or designee attend meeting?	Education			0.00%	3.33%					0	0	0.00%	0.00%	0.00%	0.00%			
FY 2023-2024	Center's DHS-CCP paid staff and teachers will attend City's individualized half-day professional development days with an 85% annual completion rate. A Center Director / Asst. Director or Peer Coach must be in attendance at every half-day professional development event.	Education			0.00%	3.34%					0	0	0.00%	0.00%	0.00%	0.00%			
	Peer coach must attend?																		
Percentage Reduction							3.00%	Percentage Reduction							16.66%	Percentage Reduction			3.00%
Quarter 1 Reduction							3.00%	Quarter 1 Reduction							16.66%	Quarter 1 Reduction			3.00%

Program Signature/Date: _____ Head Start Administrator Signature/Date: _____
 SSPM / SPM Signature/Date: _____ DHS Director's Office Signature/Date: _____

ATTACHMENT II DELIVERABLES SCORECARD

CENTER: HEAVY MURPHY CENTER		Deliverable	Service Area	Quarter 1 1-3-24	Quarter 2 4-6-24	Annual Weight	NOY	DRC	3AN	Qty Score	Goal	Individual Completion	Crack Quarterly Completion	Impact	Total	Comment
2024-2025		Services provided to N.E.R.-CCP Children in Ratio - Safety + 2 Peer Teachers/Staff Classroom at all times. (Peer Staff defined as positions other than teachers applicable to the program such as Director, Assistant Director, Peer Coach)	Health & Safety	30.00%	7.50%	30.00%	1	0	1	2	3	66.67%	16.33%	87.00%	4.33%	
	Core Services	Weekly submission of Director's Weekly Report due by Friday, but no later than close of business the following Monday. (How many TCLS were awarded?)	TTA - Education	5.00%	0.00%	5.00%				0	0	0.00%	0.00%	0.00%	0.00%	
		Identification of participant for "Together, Learning, and Collaborating" with an annual attendance rate of 90%+ (How many TCLS were awarded?)	TTA - Education	2.50%	0.00%	2.50%				0	0	0.00%	0.00%	0.00%	0.00%	
		Participation in "Together, Learning, and Collaborating" with an annual attendance rate of 90%+ (How many TCLS were awarded?)	TTA - Education	2.50%	0.00%	2.50%				0	0	0.00%	0.00%	0.00%	0.00%	
		Successful completion of 45 Day Health and Safety Screening at the beginning of the program year within the target time frame.	Monitoring	3.33%	0.00%	3.33%				0	0	0.00%	0.00%	0.00%	0.00%	
	FEB 2020-2021	Written schedule of staff meetings (no less than eight) to DHS EHS-CCP Monitor submitted by due date of August 1st of each program year.	Program Design & Management (PDMA)	3.33%	0.00%	3.33%				0	0	0.00%	0.00%	0.00%	0.00%	
		Center Director and/or designee, in coordination with the Family Support Worker(s), host a minimum of two parent engagement events as expressed desire of parents (Was there a Parent Engagement Event held in the quarter?)	Family & Community Support (FSCS)	3.33%	1.67%	3.33%				0	0	0.00%	0.00%	0.00%	0.00%	
		All EHS-CCP classroom staff, including floaters, will meet selection qualifications.	Education	2.50%	0.67%	2.50%				3	3	100.00%	3.00%	100.00%	0.67%	
	FEB 2021-2022	Complete E-LAP and L-PJ child assessments utilizing the EHS-CCP Data Entry & Benchmark Data Guide with 90%+ completion rate.	Education	2.50%	0.83%	2.50%				0	0	0.00%	0.00%	0.00%	0.00%	
		Visits conducted in accordance with Education Policy and Procedure 1.	Education	2.50%	1.25%	2.50%				0	0	0.00%	0.00%	0.00%	0.00%	
		Teacher Conferences conducted in accordance with Education Policy and Procedure 1.	Education	2.50%	1.25%	2.50%				0	0	0.00%	0.00%	0.00%	0.00%	
		Minimum 90% participation in the Year Goals meetings for Center Designated Peer Coach or Center Designee in absence of Peer Coach.	Education	2.50%	0.00%	2.50%				0	0	0.00%	0.00%	0.00%	0.00%	
		Complete year and attend in the Child Plus Day system (ASQ:SEF and ASES) and Annual Status Report (ASQ:SEF) for all newly enrolled children within the first 45 days of child's entrance into the program.	Education	2.50%	0.67%	2.50%				1	1	100.00%	3.00%	100.00%	0.67%	
	FEB 2022-2023	Center Director and/or designee maintain a 90%+ attendance rate in EHS-CCP Director's meetings.	PDMA	2.50%	0.00%	2.50%				0	0	0.00%	0.00%	0.00%	0.00%	
		On time submission of School Readiness Home Learning Activities with a 90%+ annual completion rate.	Education	2.50%	0.00%	2.50%				0	0	0.00%	0.00%	0.00%	0.00%	
		(Were the School Readiness Home Learning Activities turned in on time?)	Education	3.33%	0.00%	3.33%				0	0	0.00%	0.00%	0.00%	0.00%	
		Attendance by the Center Director or their designee at the Center Parent Connection Committee with at least a 90%+ attendance rate.	Education	3.33%	1.67%	3.33%				0	0	0.00%	0.00%	0.00%	0.00%	
		Complete ROY Curriculum in fidelity observations and work with 50% completion in accordance with Education Policy and Procedure 17.	Education	3.33%	1.67%	3.33%				0	0	0.00%	0.00%	0.00%	0.00%	
	FEB 2023-2024	Center's EHS-CCP paid staff and teachers will attend City's 90%+ annual completion rate. A Center Director /Asst. Director /Peer Coach must be in attendance at every half-day or full-day development event.	Education	3.33%	0.00%	3.33%				0	0	0.00%	0.00%	0.00%	0.00%	
		(How many staff attended?)		100.00%	20.41%	100.00%							50.19%	13.10%	7.33%	

Program Signature/Date: _____ Head Start Administrator Signature/Date: _____
SSPM / SPM Signature/Date: _____ DHS Director's Office Signature/Date: _____

ATTACHMENT II DELIVERABLES SCORECARD

CENTER: HEAVY MURPHY CENTER													
2024-2025	Deliverable	Service Area	Quarter 1 2024	Quarter 2 2024	Quarter 3 2024	FY25	MAR	APR	Qtr Score	Goal	Grade Quarterly Individual	Imputed	Total
Core Services	In Home - Study - 2 Full Teacher-Staff Children at all times	EC - BSESA	10.00%	10.00%	7.50%				0	0	100.00%	100.00%	7.50%
	Health & Safety	Health & Safety	20.00%	20.00%	5.00%	1	0	1	2	3	66.67%	87.00%	4.33%
	Weekly submission of Director's Weekly Report due by Friday, but no later than close of business the following Monday. (If a holiday, with a mandatory one completion rate)	TTA - Education	5.00%	5.00%	6.00%				0	0	0.00%	0.00%	0.00%
	Identification of participants for "Together, Learning, and Collaborating" with an annual attendance rate of 90%+ (fewer than 10% were attended)	TTA - Education	2.50%	2.50%	0.00%				0	0	0.00%	0.00%	0.00%
	Participation in "Together, Learning, and Collaborating" with an annual attendance rate of 90%+ (fewer than 10% were attended)	TTA - Education	2.50%	2.50%	0.00%				0	0	0.00%	0.00%	0.00%
FY 2020-2021	Successfully complete 45 Day Health and Safety Screening at the beginning of the program year within the stated time frames.	Monitoring	3.33%	3.33%	0.00%				0	0	0.00%	0.00%	0.00%
	Winter schedule of staff meetings (no less than eight) to DHS BSCCTP Monitor submitted by due date of August 31st of each program year.	Program Design & Management (PDM)	3.33%	3.33%	0.00%				0	0	0.00%	0.00%	0.00%
	Center Director and/or designee, in coordination with the Family Support Worker's, has a minimum of two parent engagement events as expressed desire of parents (Via there a Parent Engagement Event listed in the year-end?)	Family & Community Support (FSCS)	3.33%	3.33%	0.00%				0	0	0.00%	0.00%	0.00%
	All BSCCTP classroom staff, including clerical, will meet education qualifications.	Education	2.50%	2.50%	0.63%				12	12	100.00%	100.00%	0.63%
	Complete ELAP and LVP-3 child assessments utilizing the BSCCTP Data Entry & Benchmark Data Guide with 100% compliance rate.	Education	2.50%	2.50%	0.83%				0	0	0.00%	0.00%	0.00%
FY 2021-2022	Write conducted in accordance with Education Policy and Procedure 1.	Education	2.50%	2.50%	0.00%				0	0	0.00%	0.00%	0.00%
	Teacher Conferences conducted in accordance with Education Policy and Procedure 1.	Education	2.50%	2.50%	0.00%				0	0	0.00%	0.00%	0.00%
	Attendance at 90%+ of the monthly meetings for the Peer Coach Designator.	Education	2.50%	2.50%	0.00%				0	0	0.00%	0.00%	0.00%
	Complete, score and attach in the Child Plus data system in monthly BSCCTP Director's meetings.	Education	2.50%	2.50%	0.63%				1	1	100.00%	100.00%	0.63%
	Complete BSCCTP Director's meetings.	Education	2.50%	2.50%	0.63%				0	0	0.00%	0.00%	0.00%
FY 2022-2023	Complete BSCCTP Director's meetings.	PDM	2.50%	2.50%	0.00%				0	0	0.00%	0.00%	0.00%
	Activities with a 90%+ annual completion rate.	Education	2.50%	2.50%	0.00%				0	0	0.00%	0.00%	0.00%
	Were the School Readiness Home Learning Activities listed in the year-end?	Education	2.50%	2.50%	0.00%				0	0	0.00%	0.00%	0.00%
	Attendance by the Center Director or their designee at the Center Parent Connection Committee with at least a 90%+ attendance rate.	Education	3.33%	3.33%	0.00%				0	0	0.00%	0.00%	0.00%
	Complete BSCCTP Director's meetings.	Education	3.33%	3.33%	0.00%				0	0	0.00%	0.00%	0.00%
FY 2023-2024	Complete BSCCTP Director's meetings.	Education	3.33%	3.33%	0.00%				0	0	0.00%	0.00%	0.00%
	Complete BSCCTP Director's meetings.	Education	3.33%	3.33%	0.00%				0	0	0.00%	0.00%	0.00%
	Complete BSCCTP Director's meetings.	Education	3.33%	3.33%	0.00%				0	0	0.00%	0.00%	0.00%
	Complete BSCCTP Director's meetings.	Education	3.33%	3.33%	0.00%				0	0	0.00%	0.00%	0.00%
	Complete BSCCTP Director's meetings.	Education	3.33%	3.33%	0.00%				0	0	0.00%	0.00%	0.00%
Percentage Reduction versus Annual			82.87%		13.10%		1.48%		58,222.21				

Program Signature/Date: _____ Head Start Administrator Signature/Date: _____
 SPM/SPM Signature/Date: _____ DHS Director's Office Signature/Date: _____

[illegible]

Program Signature Date:	Head Start Administrator Signature/Date:
SSM / SPW Signature/Date:	DHS Director's Office Signature/Date:
Additional Comments:	
Final Impact applied.	

ATTACHMENT IIA
FUNDING TABLE

ATTACHMENT III

SPECIAL PROVISIONS — Project Period 2024-2029

I. RESTRICTIONS ON USE OF FUNDS OR PROPERTY

1.01 Center is prohibited from:

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

II. REQUIREMENTS FOR PARTICIPATION IN CITY-DESIGNATED DATA SYSTEM

2.01 Center shall:

- a) utilize the City's designated data management system to input data that pertains to the on-going day-to-day work completed by Center staff;
- b) support all design, development, testing, and implementation protocols as established by the City by carrying out and complying therewith;
- c) participate in preliminary and final testing of the system using City protocols;
- d) allow City to install data encryption software on the Child Care System Database network; and
- e) provide City and its vendor with access to Confidential Data with parental permission, as defined in Article 3.01 below, which data is critical for the EHS-CCP program.

2.02 Both Parties agree:

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

III. CONFIDENTIAL DATA

3.01 The Parties to this Agreement shall have access to the following data ("Confidential Data"), with parental permission in the case of the child:

Parent's Information:

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

Each child's Information:

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

ATTACHMENT IV

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("BAA") is entered into by and between the City of San Antonio ("Covered Entity"), and the named child care center in the underlying agreement, a Business Associate ("BA").

WHEREAS, Covered Entity and BA have entered into agreement ("Agreement") for BA to provide Early Head Start – Child Care Partnership services; and

WHEREAS, Covered Entity and BA may need to use, disclose and/or make available certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"); and

WHEREAS, Covered Entity and BA intend to protect the privacy and provide for the security of PHI disclosed to each other pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and other applicable laws; and

WHEREAS, the purpose of this BAA is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("C.F.R."), as the same may be amended from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. For the purposes of this BAA, the following terms have the meanings ascribed to them:

(1) "Disclosure" with respect to PHI, shall mean the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI.

(2) "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

(3) "Parties" shall mean Covered Entity and BA. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.

(4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.

(5) "Security Rule" shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.

(6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by BA from or on behalf of Covered Entity. PHI includes "Electronic Protected Health Information" or "EPHI" and shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 C.F.R. Parts 160, 162, 164, and under HITECH.

(7) "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501.

(8) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

(9) "PHI Breach" shall mean an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action compromises the security or privacy of the PHI.

(10) The Health Information Technology for Economic and Clinical Health ("HITECH") Act shall mean Division A, Title XII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

B. BA Obligations and Activities. BA agrees that it shall:

(1) Not use or disclose the PHI other than as permitted or required by this BAA or as Required by Law;

(2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this BAA, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity;

(3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this BAA;

(4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this BAA as well as any security incident that BA becomes aware of;

(5) Ensure that a business associate agreement is in place with any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this BAA to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards that render such PHI unusable, unreadable, and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI;

(6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;

(7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;

(8) Make available to the Covered Entity or to the Secretary all internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary in determining Covered Entity's compliance with the Privacy Rule;

(9) Document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;

(10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;

(11) Will immediately, and in no event later than three days from discovery, notify Covered Entity of any breach of PHI, including ePHI, and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and the U.S. Department of Health and Human Services, as required, any covered PHI breach. Breach notification to Covered Entity must include: names of individuals with contact information for those who were or may have been impacted by the HIPAA Breach; a brief description of the circumstances of the HIPAA Breach, including the date of the breach and date of discovery; a description of the types of unsecured PHI involved in the breach; a brief description of what the BA has done or is doing to

investigate the breach and mitigate harm. BA will appoint a breach liaison and provide contact information to provide information and answer questions Covered Entity may have concerning the breach;

- (12) Comply with all HIPAA Security Rule requirements;
- (13) Comply with the provisions of HIPAA Privacy Rule for any obligation Covered Entity delegates to BA;
- (14) Under no circumstances may BA sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, effective September 1, 2012, nor shall BA use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity.

C. Permitted Uses and Disclosures by BA

- (1) Except as otherwise limited in this BAA, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- (2) Except as otherwise limited in this BAA, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
- (3) Except as otherwise limited in this BAA, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).
- (4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 502(j)(1).

D. Obligations of Covered Entity. Covered Entity shall inform BA of its privacy practices and restrictions as follows. Covered Entity shall:

- (1) notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;
- (2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;
- (3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI;
- (4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

Covered Entity shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that the BA may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

- (1) The term of this BAA shall commence upon execution of the Agreement. This BAA shall terminate when all PHI encompassed by this BAA is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.
- (2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Agreement or, if the BA does not cure the breach or end the violation within the time for cure specified in the Agreement, end the violation and terminate this BAA and the Agreement; or (b) immediately terminate this BAA and the Agreement if BA has breached a material term of this BAA and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
- (3) Effect of Termination.
 - (a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this BAA for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.
 - (b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

G. Amendment to Comply with Law. The Parties agree to take written action as is necessary to amend this BAA to comply with any Privacy Rules and HIPAA legal requirements for Covered Entity without the need for additional council action.

H. Survival. The respective rights and obligations of the BA under Sections B, C (2) and (4), and F(3) shall survive the termination of this BAA.

I. Interpretation. Any ambiguity in this BAA shall be interpreted to permit Covered Entity to comply with the Privacy Rule.

J. Regulatory References. A reference in this BAA to a section in the Privacy Rule means the section as in effect or amended.

K. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

L. **INDEMNIFICATION.** *BA WILL INDEMNIFY, DEFEND AND HOLD COVERED ENTITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS BAA BY BA IN ACCORDANCE WITH THE INDEMNITY PROVISIONS IN THE SERVICECONTRACT, WHICH ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES.*

- M. **Reimbursement.** BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.
- N. **Waiver.** No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- O. **Assignment.** Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of BA.
- P. **Entire Agreement.** This BAA constitutes the complete agreement between BA and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Agreement or any such later agreement(s), the terms of this BAA shall control unless the terms of such Agreement comply with the federal law and regulations commonly referred to as the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. This BAA is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.
- Q. **Governing Law.** This BAA shall be governed by and interpreted in accordance with the laws of the State of Texas.

EFFECTIVE upon execution by both parties.

COVERED ENTITY
City of San Antonio

BUSINESS ASSOCIATE:

Melody Woosley, Director
Department of Human Services



Signature

Print Name (if different from contract)

Print Title (if different from contract)

ATTACHMENT V

INSURANCE REQUIREMENTS

Contractor agrees to comply with the following insurance provisions:

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

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

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

- (G) Contractor must require, by written contract, that all subcontractors providing goods or services under this Contract obtain the same insurance coverages required of Contractor and provide a certificate of insurance and endorsement that names Contractor and City as additional insureds. Contractor shall provide City with subcontractor certificates and endorsements the subcontractor starts work.
- (H) If a loss results in litigation, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Contractor must comply with such requests within 10 days by submitting the requested insurance documents to the City at the following address:
- City of San Antonio
Department of Human Services Director
100 W. Houston Street, 9th Floor
San Antonio, Texas 78205
- (I) Contractor's insurance policies must contain or be endorsed to contain the following provisions:
- Name City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.
 - Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
 - Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- (J) Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.
- (K) In addition to any other remedies City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order Contractor to stop work and/or withhold any payment(s) which become due to Contractor under this Contract until Contractor demonstrates compliance with requirements.
- (L) Nothing contained in this Contract shall be construed as limiting the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.
- (M) Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by City for liability arising out of operations under this Contract.
- (N) The insurance required is in addition to and separate from any other obligation contained in this Contract and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- (O) Contractor and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.