

AN ORDINANCE 2010-01-21-0063

AUTHORIZING THE AMENDMENT OF HEAD START CONTRACTS TO REALLOCATE CURRENT FUNDING IN THE AMOUNT OF \$1,018,961.00 FROM THE FY 2009-2010 GRANT TO BE SPENT AND ENCUMBERED BY JANUARY 31, 2010 AND \$22,570,276.00 FROM FY 2010-2011 GRANT; AUTHORIZING THE EXTENSION OF CONTRACT TERMS THROUGH JULY 31, 2010; AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF 12-MONTH CONTRACTS FOR THE PERIOD OF AUGUST 1, 2010 THROUGH JULY 31, 2011.

* * * * *

WHEREAS, the City of San Antonio (COSA), as the grantee for the San Antonio and Bexar County Head Start program, acts as the oversight, monitoring, technical assistance, and administrative agency for the program; and

WHEREAS, COSA contracts with seven entities and works internally with the San Antonio Metropolitan Health District to provide direct services and coordinate program activities within 14 Independent School Districts; and

WHEREAS, the collaborating entities provide services in early education, family and community support, medical, dental, mental health, disability and training and technical assistance; and

WHEREAS, the Head Start program prepares children between three and five years of age for long term success in school and lifts families out of poverty; and

WHEREAS, through grant stipulations, the program serves a funded enrollment of 6,789 children; and

WHEREAS, the Head Start Policy Council and Quality of Life Committee approved the requested actions on January 5, 2010, and January 12, 2010, respectively; **NOW THEREFORE:**

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

SECTION 1. The City Manager, or her designee, or the Director of the Department of Community Initiatives or her designee is hereby authorized to execute contract amendments to (i) reallocate current funding in the total amount of \$1,018,961.00 from the FY 2009-2010 grant to be spent and encumbered by January 31, 2010; (ii) extend the term of current contracts through July 31, 2010; and (iii) allocate funding in the total amount of \$22,570,276.00 from the FY 2010-2011 grant. The FY 2009-2010 reallocations and the FY 2010-2011 allocations for each contractor are listed in **Attachment I**, attached hereto and incorporated herein for all purposes. Copies of contract amendments in substantially final form are attached hereto and incorporated herein for all purposes as **Attachments II - X**.

SECTION 2. Fund 2602238010 entitled "HEAD START 2010-11" is hereby designated for use in the accounting for the fiscal transactions associated with these contracts.

SECTION 3. The sum of \$23,589,237.00 is hereby approved in the above designated fund and will be disbursed from GL 5201040 "Fees to Professional Contractors". Payment is authorized as agreed to the contractors and as indicated in **Attachment I**.

SECTION 4. The City Manager or her designee, or the Director of the Department of Community Initiatives or her designee is hereby authorized to negotiate and execute contracts with the San Antonio Independent School District, the Edgewood Independent School District, the Education Service Center – Region 20, Avance – SA, Family Services Association, Inc., the Bexar County Hospital District d/b/a University Health System, the Center for Health Care Services and an interdepartmental agreement with the San Antonio Metropolitan Health District for the provision of Head Start services from August 1, 2010 through July 31, 2010. The category of services to be provided by the contractors are set forth in **Attachment I**. The contracts shall incorporate the specific scope of services proposed by the City in its Head Start grant application to the U.S. Department of Health and Human Services (HHS) and the requirement that contractors comply with all applicable city, state and federal laws, regulations and ordinances. The value of the collective contracts shall not exceed the total amount of the Head Start grant to the City for the applicable grant period.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

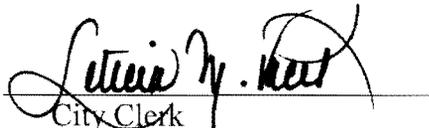
SECTION 6. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 21st day of January, 2010.

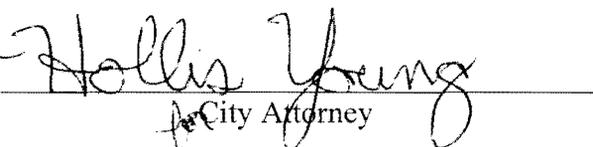


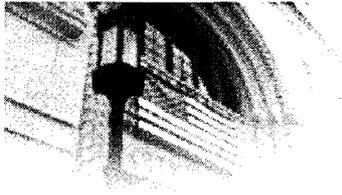
M A Y O R
JULIÁN CASTRO

ATTEST:

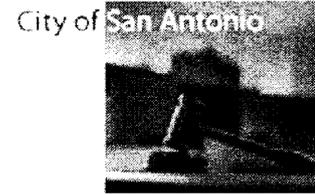

City Clerk

APPROVED AS TO FORM:


City Attorney



Request for
COUNCIL
ACTION



Agenda Voting Results - 28

Name:	28						
Date:	01/21/2010						
Time:	04:59:31 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the amendment of Head Start contracts to reallocate current funding in the amount of \$1,018,961.00 from the FY 2009-2010 grant to be spent and encumbered by January 31, 2010 and \$22,570,276.00 from FY 2010-2011 grant; authorizing the extension of contract terms through July 31, 2010; and authorizing the negotiation and execution of 12-month contracts for the period of August 1, 2010 through July 31, 2011. [Peter Zanoni, Interim Assistant City Manager; Cindy Schoenmakers, Interim Director, Community Initiatives]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10	x					

Head Start Contractor Funding

Provider	FY 2009 Reallocation	February 1, 2010 - July 31, 2010 Allocation
Parent Child, Incorporated (Unspent funds)	\$ (1,018,961.00)	N/A
Avance-SA		
Education and Early Childhood	86,489.00	1,702,435.00
Family and Community Support Services	9,185.00	192,245.00
San Antonio ISD - Education and Early Childhood	266,227.00	5,459,816.00
Edgewood ISD - Education and Early Childhood	104,022.00	2,130,669.00
ESC Region 20		
Education and Early Childhood	90,092.00	1,766,058.00
Training and Technical Assistance	-	255,596.00
Family Services Association		
Education and Early Childhood	381,078.00	8,769,213.00
Family and Community Support Services	75,131.00	1,430,919.00
University Health System - Child Medical Services	3,737.00	78,453.00
Center for Health Care Services - Child Mental Health Services	-	733,780.00
San Antonio Metropolitan Health Department - Child Oral Health Services*	3,000.00	51,092.00
Total \$	1,018,961.00	\$ 22,570,276.00

* Interdepartmental Agreement

Contract # _____

**AMENDMENT #2
HEAD START CONTRACT
WITH
AVANCE - SAN ANTONIO**

This amendment of the Avance - San Antonio FY 2009 Head Start Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative pursuant to Ordinance No. _____, passed and approved on January 21, 2010, and Avance - San Antonio, a non-profit corporation (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on August 24, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City of San Antonio has received additional funds from U.S. Department of Health and Human Services and desires to allocate funds to Contractor for the continued provision of Head Start services; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The following listed documents, attached hereto and incorporated herein as Exhibits I - VI, will supercede the respective Attachment number in the Contract and all references in the Contract to a titled document listed below will now refer to the attachment or attachments, if more than one, intended as its replacement.

- **Exhibit I to this Amendment:** Attachment I – Statement of Work A for the period April 1, 2009-January 31, 2010
- **Exhibit II to this Amendment:** Attachment I – Statement of Work B for the period February 1, 2010 – July 31, 2010
- **Exhibit III to this Amendment:** Attachment II – Budget A (reflecting the original Contract allocation, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)), plus and additional allocation from the Head Start Grant) for the period April 1, 2009-January 31, 2010
- **Exhibit IV to this Amendment:** Attachment II – Budget B (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)) for use through July 31, 2010
- **Exhibit V to this Amendment:** Attachment II – Budget C (reflecting the Contract allocation from the Head Start Grant) for the period February 1, 2010 – July 31, 2010
- **Exhibit VI to this Amendment:** Attachment IV – HHS Award Document(s)

2. Section 2.1 of the Contract is hereby amended as follows:

Except as otherwise provided for pursuant to the provisions hereof, the term of this Contract is from April 1, 2009 and shall expire on July 31, 2010.

3. Section 3.1 of the Contract is hereby amended as follows:

In consideration of the services to be delivered by Contractor, the City will reimburse Contractor in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II and in an amount not to exceed:

Education Services:

- \$1,898,855.00, which represents the original Contract allocation and any additional allocations, including an allocation for regular, permanent Cost of Living Adjustments (COLA) for the period from April 1, 2009 through January 31, 2010 from the Head Start Grant. Contractor's contribution, or "Non-Federal Share," for the \$1,898,855.00 shall be \$455,091.50.
- \$170,550.00 which represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share for the \$170,550.00 (ARRA COLA & QI) shall be \$18,950.00.
- \$1,702,435.00, which represents the allocation from the Head Start Grant, for the period from February 1, 2010 through July 31, 2010. Contractor's Non-Federal Share for the \$1,702,435.00 shall be \$425,608.75.

Family & Community Support Services:

- \$201,660.00, which represents the original Contract allocation and any additional allocations, including an allocation for regular, permanent Cost of Living Adjustments (COLA) for the period from April 1, 2009 through January 31, 2010 from the Head Start Grant. Contractor's contribution, or "Non-Federal Share," for the \$201,660.00 shall be \$48,118.75.
- \$7,492.00 which represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share for the \$7,492.00 (ARRA COLA & QI) shall be \$832.44.
- \$192,245.00, which represents the allocation from the Head Start Grant, for the period from February 1, 2010 through July 31, 2010. Contractor's Non-Federal Share for the \$192,245.00 shall be \$48,061.25.

Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as **Attachment VII**. Furthermore, Contractor understands that the allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) must be expended by July 31, 2010. In the event that the City and Contractor enter into a new contract related to the Project beginning August 1, 2010, Contractor may request that any balance of funding from this source be rolled over into the subsequent contract; however any funds rolled over must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.

Contractor's Program Budget is comprised of the Federal Share (the total of the amounts listed above as reimbursement from the City) and the Non-Federal Share. Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program. City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed Non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

4. Section 3.5 of the Contract is hereby amended as follows:

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

U.S. Department of Health and Human Services (HHS) – Head Start Funds Catalog of Federal Domestic Assistance # 93.600; ARRA Head Start Funds Catalog of Federal Domestic Assistance # 93.708

Consequently, Contractor agrees to comply with the Terms of the Grant. Contractor also agrees to comply with the Special Provisions, affixed hereto and incorporated herein for all purposes as Attachment III.

5. Section 4.5 of the Contract is hereby amended as follows:

The Contractor shall submit to City a full accounting of the Program Income and non-Federal Share funds received and total Program costs incurred, along with all requests for payment for the period ending January 31, 2010 no later than March 17, 2010, and for the period February 1, 2010 through July 31, 2010 no later than September 14, 2010. In the event of early termination of this Contract, Contractor shall submit the information 45 calendar days from the early termination date of the Contract. These deadlines may be adjusted only if Contractor receives written authorization from the Director of the Managing City Department allowing Contractor to submit a request for payment at a later specified date.

6. Section 4.10 of the Contract is hereby amended as follows:

Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than February 15, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement. Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's year-end balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than April 1, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement.

7. Section 12.2(C) of the Contract is hereby amended as follows:

(C) The Terms of the Grant.

8. Section 12.9 of the Contract is hereby amended as follows:

Contractor shall submit to the Managing City Department its most recent form 990 or 990T and also submit any that are filed with the Internal Revenue Service subsequent to its last submission to the City if filed during the term of the Contract.

9. Section 24.1(E) of the Contract is hereby amended as follows:

E. increases or decreases in Contract funding based upon Head Start Program enrollment levels, and modifications to Contract terms related to enrollment; provided, however, that the cumulative total of all Head Start Program contracts, as amended, shall not exceed the City's total budget for the Head Start Program budget for the applicable grant year. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E).

10. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ___ day of _____ 2010.

CITY OF SAN ANTONIO:

CONTRACTOR:
Avance - San Antonio

Cindy Schoenmakers, Interim Director
Department of Community Initiatives
Date: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Contract # _____

**AMENDMENT #1
HEAD START CONTRACT
WITH
The BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH MENTAL
RETARDATION d/b/a THE CENTER FOR HEALTH CARE SERVICES**

This amendment of the Bexar County Board of Trustees for Mental Health Mental Retardation d/b/a the Center for Health Care Services FY 2009 Head Start Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative pursuant to Ordinance No. _____, passed and approved on January 21, 2010, and the Bexar County Board of Trustees for Mental Health Mental Retardation d/b/a the Center for Health Care Services, a Community Mental Health Mental Retardation Center established pursuant to Chapter 534.001 of the Texas Health and Safety Code (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on November 24, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City of San Antonio has received additional funds from U.S. Department of Health and Human Services and desires to allocate funds to Contractor for the continued provision of Head Start services: NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The following listed documents, attached hereto and incorporated herein as Exhibits I - VI, will supercede the respective Attachment number in the Contract and all references in the Contract to a titled document listed below will now refer to the attachment or attachments, if more than one, intended as its replacement.

- **Exhibit I to this Amendment:** Attachment I- Statement of Work A for the period August 1, 2009- January 31, 2010
- **Exhibit II to this Amendment:** Attachment I – Statement of Work B for the period February 1, 2010 – July 31, 2010
- **Exhibit III to this Amendment:** Attachment II – Budget A (reflecting the original Contract allocation
- **Exhibit IV to this Amendment:** Attachment II – Budget B (reflecting the Contract allocation from the Head Start Grant) for the period February 1, 2010 – July 31, 2010
- **Exhibit V to this Amendment:** Attachment IV – HHS Award Document(s)

2. Section 2.1 of the Contract is hereby amended as follows:

Except as otherwise provided for pursuant to the provisions hereof, the term of this Contract is from August 1, 2009 and shall expire on July 31, 2010.

3. Section 3.1 of the Contract is hereby amended as follows:

In consideration of the services to be delivered by Contractor, the City will reimburse Contractor a total amount not to exceed \$ 625,000.00 ("the Federal Share") for the period August 1, 2009 through January 31, 2010 for costs incurred in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II. Contractor's Program Budget is comprised of the Federal Share and the

Non-Federal Share. The Federal Share shall be no more than 80% of the total Program Budget. Should Contractor fail to raise the entire non-Federal Share funds (20% of the total Program Budget) it is required to raise for the operation of its Program. City reserves the right to limit its reimbursements to Contractor proportionately. For instance, if Contractor succeeds in raising only eighty percent (80%) of its required non-Federal Share funds, City may limit its reimbursements to Contractor to eighty percent (80%) of City's total obligation to Contractor. To meet the requirements of this Contract, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

For the period from February 1, 2010 through July 31, 2010, the City will reimburse Contractor a total amount but not to exceed \$733,780.00, which represents the allocation from the Head Start Grant. Contractor's Non-Federal Share for the \$733,780.00 shall be \$183,445.00.

Contractor's Program Budget is comprised of the Federal Share (the total of the amounts listed above as reimbursement from the City) and the Non-Federal Share. Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed Non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

4. Section 3.5 of the Contract is hereby amended as follows:

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

U.S. Department of Health and Human Services (HHS) – Head Start Funds Catalog of Federal Domestic Assistance # 93.600; ARRA Head Start Funds Catalog of Federal Domestic Assistance # 93.708

Consequently, Contractor agrees to comply with the Terms of the Grant. Contractor also agrees to comply with the Special Provisions, affixed hereto and incorporated herein for all purposes as Attachment III.

5. Section 4.5 of the Contract is hereby amended as follows:

The Contractor shall submit to City a full accounting of the Program Income and non-Federal Share funds received and total Program costs incurred, along with all requests for payment for the period ending January 31, 2010 no later than March 17, 2010, and for the period February 1, 2010 through July 31, 2010 no later than September 14, 2010. In the event of early termination of this Contract, Contractor shall submit the information 45 calendar days from the early termination date of the Contract. These deadlines may be adjusted only if Contractor receives written authorization from the Director of the Managing City Department allowing Contractor to submit a request for payment at a later specified date.

6. Section 4.10 of the Contract is hereby amended as follows

Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than February 15, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement. Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's year-end balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than April 1, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement.

7. Section 8.13 of the Contract is hereby amended as follows:

Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information requested by the Managing City Department shall be submitted by Contractor to City within

five (5) working days of the request. In the event that Contractor fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, the City may, upon reasonable notice, suspend reimbursements to Contractor until such reports are delivered to City. Furthermore, the Contractor ensures that all information contained in all required reports or information submitted to City is accurate.

8. Section 12.2(C) of the Contract is hereby amended as follows:

(C) The Terms of the Grant.

9. Section 12.9 of the Contract is hereby amended as follows:

Contractor shall submit to the Managing City Department its most recent form 990 or 990T and also submit any that are filed with the Internal Revenue Service subsequent to its last submission to the City if filed during the term of the Contract.

10. Section 24.1(E) of the Contract is hereby amended as follows:

E. increases or decreases in Contract funding based upon Head Start Program enrollment levels, and modifications to Contract terms related to enrollment; provided, however, that the cumulative total of all Head Start Program contracts, as amended, shall not exceed the City's total budget for the Head Start Program budget for the applicable grant year. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E).

11. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ____ day of _____, 2010.

CITY OF SAN ANTONIO:

The Center for Health Care Services

Cindy Schoenmakers, Interim Director
Department of Community Initiatives
Date: _____

Chief Administrative Officer

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Contract # _____

**AMENDMENT #2
HEAD START CONTRACT
WITH
EDGEWOOD INDEPENDENT SCHOOL DISTRICT**

This amendment of the Edgewood Independent School District FY 2009 Head Start Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative pursuant to Ordinance No. _____, passed and approved on January 21, 2010, and Edgewood Independent School District, a political subdivision of the State of Texas, acting by and through its Board of Trustees (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on July 31, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City of San Antonio has received additional funds from U.S. Department of Health and Human Services and desires to allocate funds to Contractor for the continued provision of Head Start services; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The following listed documents, attached hereto and incorporated herein as Exhibits I - VI, will supercede the respective Attachment number in the Contract and all references in the Contract to a titled document listed below will now refer to the attachment or attachments, if more than one, intended as its replacement.

- **Exhibit I to this Amendment:** Attachment I – Statement of Work A for the period April 1, 2009-January 31, 2010
- **Exhibit II to this Amendment:** Attachment I – Statement of Work B for the period February 1, 2010 – July 31, 2010
- **Exhibit III to this Amendment:** Attachment II – Budget A (reflecting the original Contract allocation, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)), plus and additional allocation from the Head Start Grant) for the period April 1, 2009-January 31, 2010
- **Exhibit IV to this Amendment:** Attachment II – Budget B (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)) for use through July 31, 2010
- **Exhibit V to this Amendment:** Attachment II – Budget C (reflecting the Contract allocation from the Head Start Grant) for the period February 1, 2010 – July 31, 2010
- **Exhibit VI to this Amendment:** Attachment IV – HHS Award Document(s)

2. Section 2.1 of the Contract is hereby amended as follows:

Except as otherwise provided for pursuant to the provisions hereof, the term of this Contract is from April 1, 2009 and shall expire on July 31, 2010.

3. Section 3.1 of the Contract is hereby amended as follows:

In consideration of the services to be delivered by Contractor, the City will reimburse Contractor in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II and in an amount not to exceed:

- (i) \$2,283,792.00, which represents the original Contract allocation and any additional allocations, including an allocation for regular, permanent Cost of Living Adjustments (COLA) for the period from April 1, 2009 through January 31, 2010 from the Head Start Grant. Contractor's contribution, or "Non-Federal Share," for the \$2,283,792.00 shall be \$544,942.50.
- (ii) \$159,852.00 which represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share for the \$159,852.00 (ARRA COLA & QI) shall be \$17,761.33. Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as **Attachment VII**. Furthermore, Contractor understands that the full \$159,852.00 for allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) must be expended by July 31, 2010. In the event that the City and Contractor enter into a new contract related to the Project beginning August 1, 2010, Contractor may request that any balance of funding from this source be rolled over into the subsequent contract; however any funds rolled over must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.
- (iii) \$2,130,669.00, which represents the allocation from the Head Start Grant, for the period from February 1, 2010 through July 31, 2010. Contractor's Non-Federal Share for the \$2,130,669.00 shall be \$532,667.25.

Contractor's Program Budget is comprised of the Federal Share (the total of the amounts listed above as reimbursement from the City) and the Non-Federal Share. Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed Non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

4. Section 3.5 of the Contract is hereby amended as follows:

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

U.S. Department of Health and Human Services (HHS) – Head Start Funds Catalog of Federal Domestic Assistance # 93.600; ARRA Head Start Funds Catalog of Federal Domestic Assistance # 93.708

Consequently, Contractor agrees to comply with the Terms of the Grant. Contractor also agrees to comply with the Special Provisions, affixed hereto and incorporated herein for all purposes as Attachment III.

5. Section 4.5 of the Contract is hereby amended as follows:

The Contractor shall submit to City a full accounting of the Program Income and non-Federal Share funds received and total Program costs incurred, along with all requests for payment for the period ending January 31, 2010 no later than March 17, 2010, and for the period February 1, 2010 through July 31, 2010 no later than September 14, 2010. In the event of early termination of this Contract, Contractor shall submit the information 45 calendar days from the early termination date of the Contract. These deadlines may be adjusted only if Contractor receives written authorization from the Director of the Managing City Department allowing Contractor to submit a request for payment at a later specified date.

6. Section 4.10 of the Contract is hereby amended as follows

Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than February 15, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement. Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's year-end balance and/or Statement of Revenue and Expenditure sheet, which balance or

Statement sheet shall be due to the City no later than April 1, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement.

7. Section 12.2(C) of the Contract is hereby amended as follows:

(C) The Terms of the Grant.

8. Section 12.9 of the Contract is hereby amended as follows:

Contractor shall submit to the Managing City Department its most recent form 990 or 990T and also submit any that are filed with the Internal Revenue Service subsequent to its last submission to the City if filed during the term of the Contract.

9. Section 24.1(E) of the Contract is hereby amended as follows:

E. increases or decreases in Contract funding based upon Head Start Program enrollment levels, and modifications to Contract terms related to enrollment; provided, however, that the cumulative total of all Head Start Program contracts, as amended, shall not exceed the City's total budget for the Head Start Program budget for the applicable grant year. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E).

10. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ___ day of _____, 2010.

CITY OF SAN ANTONIO:

CONTRACTOR:

Edgewood Independent School District (EISD)

Cindy Schoennakers, Interim Director
Department of Community Initiatives

Date: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Contract # _____

**AMENDMENT #2
HEAD START CONTRACT
WITH
FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC.**

This amendment of the Family Service Association of San Antonio, Inc. FY 2009 Head Start Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative pursuant to Ordinance No. _____, passed and approved on January 21, 2010, and Family Service Association of San Antonio, Inc., a non-profit corporation (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on June 5, 2009 pursuant to Ordinance No. 2009-05-14-0382, passed and approved on May 14, 2009; and

WHEREAS, the City of San Antonio has received additional funds from U.S. Department of Health and Human Services and desires to allocate funds to Contractor for the continued provision of Head Start services; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The following listed documents, attached hereto and incorporated herein as Exhibits I - VI, will supercede the respective Attachment number in the Contract and all references in the Contract to a titled document listed below will now refer to the attachment or attachments, if more than one, intended as its replacement.

- **Exhibit I to this Amendment:** Attachment I- Statement of Work A for the period May 15, 2009-January 31, 2010
- **Exhibit II to this Amendment:** Attachment I - Statement of Work B for the period February 1, 2010 - July 31, 2010
- **Exhibit III to this Amendment:** Attachment II - Budget A (reflecting the original Contract allocation, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)), plus and additional allocation from the Head Start Grant) for the period May 15, 2009-January 31, 2010
- **Exhibit IV to this Amendment:** Attachment II - Budget B (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)) for use through July 31, 2010
- **Exhibit V to this Amendment:** Attachment II - Budget C (reflecting the Contract allocation from the Head Start Grant) for the period February 1, 2010 - July 31, 2010
- **Exhibit VI to this Amendment:** Attachment IV - HHS Award Document(s)

2. Section 2.1 of the Contract is hereby amended as follows:

Except as otherwise provided for pursuant to the provisions hereof, the term of this Contract is from May 15, 2009 and shall expire on July 31, 2010.

3. Section 3.1 of the Contract is hereby amended as follows:

In consideration of the education services to be delivered by Contractor, the City will reimburse Contractor in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II and in an amount not to exceed:

- (i) \$9,474,087.00, which includes \$8,366,542.00 as the original Contract allocation and any additional allocations, including an allocation for regular, permanent Cost of Living Adjustments (COLA), \$599,915.00 for Health & Safety Costs, \$439,630.00 for Transition Costs, and \$68,000.00 for technical and training assistance for the period from May 15, 2009 through January 31, 2010. Contractor's contribution, or "Non-Federal Share," for the \$9,474,087.00 shall be \$2,273,252.25.
- (ii) \$493,726.00 which represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share for the \$493,726.00 (ARRA COLA & QI) shall be \$54,858.44. Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as **Attachment VII**. Furthermore, Contractor understands that the full \$493,726.00 for allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) must be expended by July 31, 2010. In the event that the City and Contractor enter into a new contract related to the Project beginning August 1, 2010, Contractor may request that any balance of funding from this source be rolled over into the subsequent contract; however any funds rolled over must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.
- (iii) \$8,769,213.00, which represents the allocation from the Head Start Grant, for the period from February 1, 2010 through July 31, 2010. Contractor's Non-Federal Share for the \$8,769,213.00 shall be \$2,192,303.25.

Contractor's Program Budget is comprised of the Federal Share (the total of the amounts listed above as reimbursement from the City) and the Non-Federal Share. Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed Non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

4. Section 3.5 of the Contract is hereby amended as follows:

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

U.S. Department of Health and Human Services (HHS) – Head Start Funds Catalog of Federal Domestic Assistance # 93.600; ARRA Head Start Funds Catalog of Federal Domestic Assistance # 93.708

Consequently, Contractor agrees to comply with the Terms of the Grant. Contractor also agrees to comply with the Special Provisions, affixed hereto and incorporated herein for all purposes as Attachment III.

5. Section 4.5 of the Contract is hereby amended as follows:

The Contractor shall submit to City a full accounting of the Program Income and non-Federal Share funds received and total Program costs incurred, along with all requests for payment for the period ending January 31, 2010 no later than March 17, 2010, and for the period February 1, 2010 through July 31, 2010 no later than September 14, 2010. In the event of early termination of this Contract, Contractor shall submit the information 45 calendar days from the early termination date of the Contract. These deadlines may be adjusted only if Contractor receives written authorization from the Director of the Managing City Department allowing Contractor to submit a request for payment at a later specified date.

6. Section 4.10 of the Contract is hereby amended as follows:

Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than February 15, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement. Contractor

agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's year-end balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than April 1, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement.

7. Section 12.2(C) of the Contract is hereby amended as follows:

(C) The Terms of the Grant.

8. Section 12.9 of the Contract is hereby amended as follows:

Contractor shall submit to the Managing City Department its most recent form 990 or 990T and also submit any that are filed with the Internal Revenue Service subsequent to its last submission to the City if filed during the term of the Contract.

9. Section 24.1(E) of the Contract is hereby amended as follows:

E. increases or decreases in Contract funding based upon Head Start Program enrollment levels, and modifications to Contract terms related to enrollment; provided, however, that the cumulative total of all Head Start Program contracts, as amended, shall not exceed the City's total budget for the Head Start Program budget for the applicable grant year. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E).

10. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ___ day of _____, 2010.

CITY OF SAN ANTONIO:

CONTRACTOR:

Family Service Association of San Antonio, Inc.

Cindy Schoenmakers, Interim Director
Department of Community Initiatives
Date: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Contract # _____

**AMENDMENT #2
HEAD START CONTRACT
WITH
FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC.**

This amendment of the Family Service Association of San Antonio, Inc. FY 2009 Head Start Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative pursuant to Ordinance No. _____, passed and approved on January 21, 2010, and Family Service Association of San Antonio, Inc., a non-profit corporation (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on June 5, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City of San Antonio has received additional funds from U.S. Department of Health and Human Services and desires to allocate funds to Contractor for the continued provision of Head Start services; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The following listed documents, attached hereto and incorporated herein as Exhibits I - VI, will supercede the respective Attachment number in the Contract and all references in the Contract to a titled document listed below will now refer to the attachment or attachments, if more than one, intended as its replacement.

- **Exhibit I to this Amendment:** Attachment I- Statement of Work A for the period April 1, 2009-January 31, 2010
- **Exhibit II to this Amendment:** Attachment I - Statement of Work B for the period February 1, 2010 - July 31, 2010
- **Exhibit III to this Amendment:** Attachment II - Budget A (reflecting the original Contract allocation, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)), plus and additional allocation from the Head Start Grant) for the period April 1, 2009-January 31, 2010
- **Exhibit IV to this Amendment:** Attachment II - Budget B (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)) for use through July 31, 2010
- **Exhibit V to this Amendment:** Attachment II - Budget C (reflecting the Contract allocation from the Head Start Grant) for the period February 1, 2010 - July 31, 2010
- **Exhibit VI to this Amendment:** Attachment IV - HHS Award Document(s)

2. Section 2.1 of the Contract is hereby amended as follows:

Except as otherwise provided for pursuant to the provisions hereof, the term of this Contract is from April 1, 2009 and shall expire on July 31, 2010.

3. Section 3.1 of the Contract is hereby amended as follows:

In consideration of the family and community support services to be delivered by Contractor, the City will reimburse Contractor in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II and in an amount not to exceed:

- (i) \$1,653,414.00, which includes \$1,649,488.00 for the original Contract allocation and any additional allocations, including an allocation for regular, permanent Cost of Living Adjustments (COLA) and \$3,926.00 for health and safety costs for the period from April 1, 2009 through January 31, 2010 from the Head Start Grant. Contractor's contribution, or "Non-Federal Share," for the \$1,653,414.00 shall be \$394,570.75.
- (ii) \$61,285.00 which represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share for the \$61,285.00 (ARRA COLA & QI) shall be \$6,809.44. Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as **Attachment VII**. Furthermore, Contractor understands that the full \$61,285.00 for allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) must be expended by July 31, 2010. In the event that the City and Contractor enter into a new contract related to the Project beginning August 1, 2010, Contractor may request that any balance of funding from this source be rolled over into the subsequent contract; however any funds rolled over must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.
- (iii) \$1,430,919.00, which represents the allocation from the Head Start Grant, for the period from February 1, 2010 through July 31, 2010. Contractor's Non-Federal Share for the \$1,430,919.00 shall be \$357,729.75.

Contractor's Program Budget is comprised of the Federal Share (the total of the amounts listed above as reimbursement from the City) and the Non-Federal Share. Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed Non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

4. Section 3.5 of the Contract is hereby amended as follows:

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

U.S. Department of Health and Human Services (HHS) – Head Start Funds Catalog of Federal Domestic Assistance # 93.600; ARRA Head Start Funds Catalog of Federal Domestic Assistance # 93.708

Consequently, Contractor agrees to comply with the Terms of the Grant. Contractor also agrees to comply with the Special Provisions, affixed hereto and incorporated herein for all purposes as Attachment III.

5. Section 4.5 of the Contract is hereby amended as follows:

The Contractor shall submit to City a full accounting of the Program Income and non-Federal Share funds received and total Program costs incurred, along with all requests for payment for the period ending January 31, 2010 no later than March 17, 2010, and for the period February 1, 2010 through July 31, 2010 no later than September 14, 2010. In the event of early termination of this Contract, Contractor shall submit the information 45 calendar days from the early termination date of the Contract. These deadlines may be adjusted only if Contractor receives written authorization from the Director of the Managing City Department allowing Contractor to submit a request for payment at a later specified date.

6. Section 4.10 of the Contract is hereby amended as follows:

Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than February 15, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement. Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting

from Contractor's year-end balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than April 1, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement.

7. Section 12.2(C) of the Contract is hereby amended as follows:

(C) The Terms of the Grant.

8. Section 12.9 of the Contract is hereby amended as follows:

Contractor shall submit to the Managing City Department its most recent form 990 or 990T and also submit any that are filed with the Internal Revenue Service subsequent to its last submission to the City if filed during the term of the Contract.

9. Section 24.1(E) of the Contract is hereby amended as follows:

E. increases or decreases in Contract funding based upon Head Start Program enrollment levels, and modifications to Contract terms related to enrollment; provided, however, that the cumulative total of all Head Start Program contracts, as amended, shall not exceed the City's total budget for the Head Start Program budget for the applicable grant year. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E).

10. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ___ day of _____, 2010.

CITY OF SAN ANTONIO:

CONTRACTOR:

Family Service Association of San Antonio, Inc.

Cindy Schoenmakers, Interim Director
Department of Community Initiatives
Date: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Contract # _____

AMENDMENT #1
Interdepartmental Agreement
WITH THE
SAN ANTONIO METROPOLITAN HEALTH DISTRICT

This amendment of the FY 2009 Interdepartmental Agreement (hereinafter referred to as "this Amendment") with the San Antonio Metropolitan Health District (SAMHD) is entered into by and between the Department of Community Initiatives (DCI), acting by and through its designated representative, and the San Antonio Metropolitan Health District, (hereinafter referred to as "Department") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently has an Interdepartmental Agreement in place with Contractor, for Dental services for the **Head Start Program**; and

WHEREAS, the City of San Antonio has funds remaining for the 2009-2010 which must be allocated to the SAMHD and has also received additional funds for the 2010 program year from U.S. Department of Health and Human Services and desires to allocate such funds to Contractor for the continued provision of Head Start services; NOW THEREFORE:

City and Department agree to amend the Agreement as follows:

1. The documents entitled:
 - (i) **Exhibit I** - "Attachment II – Project Budget A" (reflecting the original allocation from the Head Start Grant, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)),
 - (ii) **Exhibit II** - "Attachment II – Project Budget B" (reflecting the allocation for the the American Recovery and Reinvestment Act (ARRA) of 2009 COLA),
 - (iii) **Exhibit III** - "Attachment II - Project Budget C" (reflecting the total increased allocation for the Oral Health Initiative Grant),
 - (iv) **Exhibit IV** - "Attachment II – Program Budget D" (reflecting the Contract allocation from the Head Start Grant) for the period February 1, 2010 – July 31, 2010),

which are attached hereto and incorporated herein as Exhibits I, II, III and IV will hereby supercede the Project Budget identified as Attachment II in the Agreement and all references in the Agreement to the Budget will now refer to the attached Project Budgets A - D.

2. Section 1.1 of the Agreement is hereby amended as follows:

Except as otherwise provided for pursuant to the provisions hereof, the term of this Agreement is from August 1, 2009 and shall expire on July 31, 2010.
3. Section 5.1 of the Agreement is hereby amended as follows:

5.1 Inasmuch as the City Council has designated to DCI the responsibility for fiscal oversight, control and monitoring of the Head Start Program, DEPARTMENT shall submit to DCI, for written approval prior to final processing, all Project matters fiscal in nature including, but not limited to, requests for payment, purchase orders, requisitions, budget adjustments and invoices, as required by Federal regulations and Head

Start requirements. DEPARTMENT agrees and understands that funds are awarded only for the current fiscal year. DEPARTMENT is solely responsible for submitting any and all invoices incurred through January 31, 2010 no later than 45 days from the expiration or early termination date of this AGREEMENT, unless the DEPARTMENT receives written authorization from the Director of DCI prior to such 45 day period allowing DEPARTMENT to submit a request for payment after such 45 day period.

DEPARTMENT shall further be responsible for submitting all requests for payment for the period February 1, 2010 through July 31, 2010 no later than September 14, 2010. In the event of early termination of this AGREEMENT, DEPARTMENT shall submit the information 45 calendar days from the early termination date of the AGREEMENT. These deadlines may be adjusted only if DEPARTMENT receives written authorization from the Director of DCI allowing DEPARTMENT to submit a request for payment at a later specified date

4. Section 6.6 of the Agreement is hereby amended as follows:

6.6 In consideration of the oral health services to be delivered by DEPARTMENT, the CITY will reimburse DEPARTMENT a total amount not to exceed \$155,055.00 ("the Federal Share") during the period in which this AGREEMENT is in effect for costs incurred in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II. Contractor's Program Budget is comprised of the Federal Share and the Non-Federal Share. Contractor understands that the Contract amount is allocated, and the required Non-Federal Share is, as follows:

- i) \$53,581.00 represents the original Agreement allocation from the Head Start Grant plus an allocation for regular, permanent Cost of Living Adjustments (COLA). DEPARTMENT's Non-Federal Share is \$12,645.25 or 20% of the total applicable grant budget.
- ii) \$1,969.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA. DEPARTMENT's Non-Federal Share is \$218.78, or 10% of the total applicable grant budget.
- iii) \$48,413.00 represents the total AGREEMENT allocation from the Oral Health Initiative Grant. DEPARTMENT's Non-Federal Share is \$12,103.25 or 20% of the total applicable grant budget.
- iv) For the period from February 1, 2010 through July 31, 2010, the City will pay DEPARTMENT a total amount not to exceed \$51,092.00, which represents the allocation from the Head Start Grant. DEPARTMENT's Non-Federal Share for the \$51,092.00 shall be \$12,733.00.

DEPARTMENT's Program Budget is comprised of the Federal Share and the Non-Federal Share. Should DEPARTMENT fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to DEPARTMENT proportionately. To meet the requirements of this Agreement, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

DEPARTMENT understands that additional requirements apply to the use of ARRA grant funding. Consequently, DEPARTMENT agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as Attachment IV. Furthermore, DEPARTMENT understands that it may expend up to the full \$1969.00 for dental services allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA prior to July 31, 2010 (Agreement expiration). However, if DEPARTMENT fails to do so, the balance of the allocation will be rolled over and allocated to DEPARTMENT upon renewal of the Agreement with DEPARTMENT.

DEPARTMENT understands that any ARRA funds that are rolled over into a renewed agreement must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.

5. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ____ day of _____, 2010.

CITY OF SAN ANTONIO:

DEPARTMENT:

Cindy Schoenmakers, Interim Director
Department of Community Initiatives
Date: _____

Dr. Fernando A. Guerra, Director

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Contract # _____

**AMENDMENT #2
HEAD START CONTRACT
WITH
EDUCATION SERVICE CENTER, REGION 20**

This amendment of the Education Service Center, Region 20 FY 2009 Head Start Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative pursuant to Ordinance No. _____, passed and approved on January 21, 2010, and Education Service Center, Region 20, a political subdivision of the State of Texas, acting by and through its Board of Trustees (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on July 15, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City of San Antonio has received additional funds from U.S. Department of Health and Human Services and desires to allocate funds to Contractor for the continued provision of Head Start services; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The following listed documents, attached hereto and incorporated herein as Exhibits I - VI, will supercede the respective Attachment number in the Contract and all references in the Contract to a titled document listed below will now refer to the attachment or attachments, if more than one, intended as its replacement.

- **Exhibit I to this Amendment:** Attachment I – Statement of Work A for the period April 1, 2009-January 31, 2010
- **Exhibit II to this Amendment:** Attachment I – Statement of Work B for the period February 1, 2010 – July 31, 2010
- **Exhibit III to this Amendment:** Attachment II – Budget A (reflecting the original Contract allocation, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)), plus an additional allocation from the Head Start Grant) for the period April 1, 2009-January 31, 2010
- **Exhibit IV to this Amendment:** Attachment II – Budget B (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)) for use through July 31, 2010
- **Exhibit V to this Amendment:** Attachment II – Budget C (reflecting the Contract allocation from the Head Start Grant) for the period February 1, 2010 – July 31, 2010
- **Exhibit VI to this Amendment:** Attachment IV – HHS Award Document(s)

2. Section 2.1 of the Contract is hereby amended as follows:

Except as otherwise provided for pursuant to the provisions hereof, the term of this Contract is from April 1, 2009 and shall expire on July 31, 2010.

3. Section 3.1 of the Contract is hereby amended as follows:

In consideration of the services to be delivered by Contractor, the City will reimburse Contractor in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II and in an amount not to exceed:

Education Services:

- \$1,977,960.00, which represents the original Contract allocation and any additional allocations, including an allocation for regular, permanent Cost of Living Adjustments (COLA) for the period from April 1, 2009 through January 31, 2010 from the Head Start Grant. Contractor's contribution, or "Non-Federal Share," for the \$1,977,960.00 shall be \$471,967.00.
- \$148,489.00 which represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share for the \$148,489.00 (ARRA COLA & QI) shall be \$16,498.78.
- \$1,766,058.00, which represents the allocation from the Head Start Grant, for the period from February 1, 2010 through July 31, 2010. Contractor's Non-Federal Share for the \$1,766,058.00 shall be \$441,514.50.

Technical and Training Assistance:

- \$203,190.00, which represents the original Contract allocation and any additional allocations, including an allocation for regular, permanent Cost of Living Adjustments (COLA) and \$65,000.00, which represents an allocation from the Head Start Grant for the purpose of increasing the qualifications of Head Start classroom personnel through post-secondary education for the period from April 1, 2009 through January 31, 2010 from the Head Start Grant. Contractor's contribution, or "Non-Federal Share," for the foregoing amounts shall be \$67,047.50.
- \$7,910.00 which represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). \$320,719.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) for the purpose of increasing the qualifications of Head Start classroom personnel through post-secondary education. \$962,157.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) for training conferences. Contractor's Non-Federal Share for the foregoing amounts is \$878.89 or 10% of the total applicable grant budget. The City will not require a Non-Federal Match for post-secondary education costs or training conferences as the City will provide the match dollars for these initiatives.
- \$255,596.00, which represents the allocation from the Head Start Grant, for the period from February 1, 2010 through July 31, 2010. Contractor's Non-Federal Share for the \$255,596.00 shall be \$63,899.00.

Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as **Attachment VI**. Furthermore, Contractor understands that allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) must be expended by July 31, 2010. In the event that the City and Contractor enter into a new contract related to the Project beginning August 1, 2010, Contractor may request that any balance of funding from this source be rolled over into the subsequent contract; however any funds rolled over must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.

Contractor's Program Budget is comprised of the Federal Share (the total of the amounts listed above as reimbursement from the City) and the Non-Federal Share. Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed Non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

4. Section 3.5 of the Contract is hereby amended as follows:

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

U.S. Department of Health and Human Services (HHS) – Head Start Funds Catalog of Federal Domestic Assistance # 93.600; ARRA Head Start Funds Catalog of Federal Domestic Assistance # 93.708

Consequently, Contractor agrees to comply with the Terms of the Grant. Contractor also agrees to comply with the Special Provisions, affixed hereto and incorporated herein for all purposes as Attachment III.

5. Section 4.5 of the Contract is hereby amended as follows:

The Contractor shall submit to City a full accounting of the Program Income and non-Federal Share funds received and total Program costs incurred, along with all requests for payment for the period ending January 31, 2010 no later than March 22, 2010, and for the period February 1, 2010 through July 31, 2010 no later than September 19, 2010. In the event of early termination of this Contract, Contractor shall submit the information 50 calendar days from the early termination date of the Contract. These deadlines may be adjusted only if Contractor receives written authorization from the Director of the Managing City Department allowing Contractor to submit a request for payment at a later specified date.

6. Section 4.10 of the Contract is hereby amended as follows

Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than February 15, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement. Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's year-end balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than April 1, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement.

7. Section 12.2(C) of the Contract is hereby amended as follows:

(C) The Terms of the Grant.

8. Section 12.9 of the Contract is hereby amended as follows:

Contractor shall submit to the Managing City Department its most recent form 990 or 990T and also submit any that are filed with the Internal Revenue Service subsequent to its last submission to the City if filed during the term of the Contract.

9. Section 24.1(E) of the Contract is hereby amended as follows:

E. increases or decreases in Contract funding based upon Head Start Program enrollment levels, and modifications to Contract terms related to enrollment; provided, however, that the cumulative total of all Head Start Program contracts, as amended, shall not exceed the City's total budget for the Head Start Program budget for the applicable grant year. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E).

10. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ___ day of _____, 2010.

CITY OF SAN ANTONIO:

CONTRACTOR:

Education Service Center, Region 20

Cindy Schoenmakers, Interim Director
Department of Community Initiatives
Date: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Contract # _____

**AMENDMENT #2
HEAD START CONTRACT
WITH
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

This amendment of the San Antonio Independent School District FY 2009 Head Start Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative pursuant to Ordinance No. _____, passed and approved on January 21, 2010, and San Antonio Independent School District, a political subdivision of the State of Texas, acting by and through its Board of Trustees (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on August 24, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City of San Antonio has received additional funds from U.S. Department of Health and Human Services and desires to allocate funds to Contractor for the continued provision of Head Start services; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The following listed documents, attached hereto and incorporated herein as Exhibits I - VI, will supercede the respective Attachment number in the Contract and all references in the Contract to a titled document listed below will now refer to the attachment or attachments, if more than one, intended as its replacement.

- **Exhibit I to this Amendment:** Attachment I – Statement of Work A for the period April 1, 2009- January 31, 2010
- **Exhibit II to this Amendment:** Attachment I – Statement of Work B for the period February 1, 2010 – July 31, 2010
- **Exhibit III to this Amendment:** Attachment II – Budget A (reflecting the original Contract allocation, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)), plus and additional allocation from the Head Start Grant) for the period April 1, 2009-January 31, 2010
- **Exhibit IV to this Amendment:** Attachment II – Budget B (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)) for use through July 31, 2010
- **Exhibit V to this Amendment:** Attachment II – Budget C (reflecting the Contract allocation from the Head Start Grant) for the period February 1, 2010 – July 31, 2010
- **Exhibit VI to this Amendment:** Attachment IV – HHS Award Document(s)

2. Section 2.1 of the Contract is hereby amended as follows:

Except as otherwise provided for pursuant to the provisions hereof, the term of this Contract is from April 1, 2009 and shall expire on July 31, 2010.

3. Section 3.1 of the Contract is hereby amended as follows:

In consideration of the services to be delivered by Contractor, the City will reimburse Contractor in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II and in an amount not to exceed:

- (i) \$5,884,524.00, which represents the original Contract allocation and any additional allocations, including an allocation for regular, permanent Cost of Living Adjustments (COLA) for the period from April 1, 2009 through January 31, 2010 from the Head Start Grant. Contractor's contribution, or "Non-Federal Share," for the \$5,884,524.00 shall be \$1,404,574.25.
- (ii) \$468,703.00 which represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI). Contractor's Non-Federal Share for the \$468,703.00 (ARRA COLA & QI) shall be \$52,078.00. Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as **Attachment VII**. Furthermore, Contractor understands that the full \$468,703.00 for allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA & Quality Improvements (QI) must be expended by July 31, 2010. In the event that the City and Contractor enter into a new contract related to the Project beginning August 1, 2010, Contractor may request that any balance of funding from this source be rolled over into the subsequent contract; however any funds rolled over must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.
- (iii) \$5,459,816.00, which represents the allocation from the Head Start Grant, for the period from February 1, 2010 through July 31, 2010. Contractor's Non-Federal Share for the \$5,459,816.00 shall be \$1,364,954.00.

Contractor's Program Budget is comprised of the Federal Share (the total of the amounts listed above as reimbursement from the City) and the Non-Federal Share. Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed Non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

4. Section 3.5 of the Contract is hereby amended as follows:

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

U.S. Department of Health and Human Services (HHS) – Head Start Funds Catalog of Federal Domestic Assistance # 93.600; ARRA Head Start Funds Catalog of Federal Domestic Assistance # 93.708

Consequently, Contractor agrees to comply with the Terms of the Grant. Contractor also agrees to comply with the Special Provisions, affixed hereto and incorporated herein for all purposes as Attachment III.

5. Section 4.5 of the Contract is hereby amended as follows:

The Contractor shall submit to City a full accounting of the Program Income and non-Federal Share funds received and total Program costs incurred, along with all requests for payment for the period ending January 31, 2010 no later than March 17, 2010, and for the period February 1, 2010 through July 31, 2010 no later than September 14, 2010. In the event of early termination of this Contract, Contractor shall submit the information 45 calendar days from the early termination date of the Contract. These deadlines may be adjusted only if Contractor receives written authorization from the Director of the Managing City Department allowing Contractor to submit a request for payment at a later specified date.

6. Section 4.10 of the Contract is hereby amended as follows

Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than February 15, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement. Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's year-end balance and/or Statement of Revenue and Expenditure sheet, which balance or

Statement sheet shall be due to the City no later than April 1, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement.

7. Section 8.13 of the Contract is hereby amended as follows:

Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information requested by the Managing City Department shall be submitted by Contractor to City within five (5) working days of the request. In the event that Contractor fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, the City may, upon reasonable notice, suspend reimbursements to Contractor until such reports are delivered to City. Furthermore, the Contractor ensures that all information contained in all required reports or information submitted to City is accurate.

8. Section 12.2(C) of the Contract is hereby amended as follows:

(C) The Terms of the Grant.

9. Section 12.9 of the Contract is hereby amended as follows:

Contractor shall submit to the Managing City Department its most recent form 990 or 990T and also submit any that are filed with the Internal Revenue Service subsequent to its last submission to the City if filed during the term of the Contract.

10. Section 24.1(E) of the Contract is hereby amended as follows:

E. increases or decreases in Contract funding based upon Head Start Program enrollment levels, and modifications to Contract terms related to enrollment; provided, however, that the cumulative total of all Head Start Program contracts, as amended, shall not exceed the City's total budget for the Head Start Program budget for the applicable grant year. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E).

11. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ____ day of _____, 2010.

CITY OF SAN ANTONIO:

CONTRACTOR:

San Antonio Independent School District (SAISD)

Cindy Schoenmakers, Interim Director
Department of Community Initiatives
Date: _____

Dr Robert J. Duron, Superintendent

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Contract # 460000_____

**AMENDMENT #2
HEAD START CONTRACT
WITH
BEXAR COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY HEALTH SYSTEM**

This amendment of the Bexar County Hospital District d/b/a University Health System FY2009 Head Start Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. 2009-10-15-0830, passed and approved on October 15, 2009, and Bexar County Hospital District d/b/a University Health System, a hospital district created pursuant to Article IX Section 4 of the Texas Constitution and Chapter 281 of the Health and Safety Code (hereinafter referred to as "Contractor") (individually "the Party" and collectively "the Parties").

WHEREAS, the City presently contracts with Contractor, for the **Head Start Program** pursuant to a Contract (hereinafter referred to as "the Contract") that was executed on September 24, 2009 pursuant to Ordinance No. 2009-04-09-0263, passed and approved on April 9, 2009; and

WHEREAS, the City has received additional funds from the U.S. Department of Health and Human Services (herein referred to as HHS) and desires to allocate funds to Contractor for the continued provision of Medical Services to the Head Start Program: NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The following listed documents, attached hereto and incorporated herein as Exhibits I - VI, will supercede the respective Attachment number in the Contract and all references in the Contract to a titled document listed below will now refer to the attachment or attachments, if more than one, intended as its replacement.

- **Exhibit I to this Amendment:** Attachment I- Statement of Work A for the period April 1, 2009-January 31, 2010
- **Exhibit II to this Amendment:** Attachment I - Statement of Work B for the period February 1, 2010 - July 31, 2010
- **Exhibit III to this Amendment:** Attachment II - Budget A (reflecting the original Contract allocation, plus an allocation for regular, permanent Cost of Living Adjustments (COLA)), plus and additional allocation from the Head Start Grant) for the period April 1, 2009-January 31, 2010
- **Exhibit IV to this Amendment:** Attachment II - Budget B (reflecting the allocation for the American Recovery and Reinvestment Act (ARRA) of 2009 COLA & Quality Improvements (QI)) for use through July 31, 2010
- **Exhibit V to this Amendment:** Attachment II - Budget C (reflecting the Contract allocation from the Head Start Grant) for the period February 1, 2010 - July 31, 2010
- **Exhibit VI to this Amendment:** Attachment IV - HHS Award Document(s)

2. Section 2.1 of the Contract is hereby amended as follows:

Except as otherwise provided for pursuant to the provisions hereof, the term of this Contract is from August 1, 2009 and shall expire on July 31, 2010.

3. Section 3.1 is hereby deleted and replaced with the following

In consideration of the medical services to be delivered by Contractor, the City will reimburse Contractor a total amount not to exceed \$163,553.00 ("the Federal Share") during the period in which this Contract is in effect for costs incurred in accordance with the Program Budget affixed hereto and incorporated herein for all purposes as Attachment II. Contractor's Program Budget is comprised of the Federal Share and the Non-Federal Share. Contractor understands that the Contract amount is allocated, and the required Non-Federal Share is, as follows:

Medical Services:

- i) \$82,051.00 represents the original contract allocation from the Head Start Grant plus an allocation for regular, permanent Cost of Living Adjustments (COLA) for the period August 1, 2009 through January 31, 2010. Contractor's Non-Federal Share is \$19,578.50 or 20% of the total applicable grant budget
- ii) \$3,049.00 represents an allocation from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA for the period August 1, 2009 through January 31, 2010. Contractor's Non-Federal Share is \$338.78, or 10% of the total applicable grant budget.
- iii) Contractor's combined Non-Federal Share for the period August 1, 2009 through January 31, 2010 for medical services is \$19,917.28.
- iv) \$78,453.00 which represents the allocation from the Head Start grant for the period from February 1, 2010 through July 31, 2010. Contractor's Non-Federal Share for the \$78,453.00 shall be \$19,613.25.

Should Contractor fail to raise all of the non-Federal Share funds it is required to raise for the operation of its Program, City reserves the right to limit its reimbursements to Contractor proportionately. To meet the requirements of this Contract, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 or § 92.24, as applicable.

Contractor understands that additional requirements apply to the use of ARRA grant funding. Consequently, Contractor agrees to comply with the HHS ARRA Award Standard Terms and Conditions, a copy of which is affixed hereto and incorporated herein for all purposes as Attachment VII. Furthermore, Contractor understands that it may expend up to the full \$3,049.00 for medical services allocations from the American Recovery and Reinvestment Act (ARRA) of 2009 for COLA prior to January 31, 2010 (Contract expiration). However, if Contractor fails to do so, the balance of the allocation will be rolled over and allocated to Contractor upon renewal of the Contract with Contractor. Contractor understands that any ARRA funds that are rolled over into a renewed contract must be expended by September 30, 2010 in accordance with the conditions of the ARRA award to the City.

4. Section 3.5 of the Contract is hereby amended as follows:

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

U.S. Department of Health and Human Services (HHS) – Head Start Funds Catalog of Federal Domestic Assistance # 93.600; ARRA Head Start Funds Catalog of Federal Domestic Assistance # 93.708

Consequently, Contractor agrees to comply with the Terms of the Grant. Contractor also agrees to comply with the Special Provisions, affixed hereto and incorporated herein for all purposes as Attachment III.

5. Section 4.5 of the Contract is hereby amended as follows:

The Contractor shall submit to City a full accounting of the Program Income and non-Federal Share funds received and total Program costs incurred, along with all requests for payment for the period ending January

31, 2010 no later than March 17, 2010, and for the period February 1, 2010 through July 31, 2010 no later than September 14, 2010. In the event of early termination of this Contract, Contractor shall submit the information 45 calendar days from the early termination date of the Contract. These deadlines may be adjusted only if Contractor receives written authorization from the Director of the Managing City Department allowing Contractor to submit a request for payment at a later specified date.

6. Section 4.10 of the Contract is hereby amended as follows:

Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than February 15, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement. Contractor agrees to reimburse the City for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's year-end balance and/or Statement of Revenue and Expenditure sheet, which balance or Statement sheet shall be due to the City no later than April 1, 2010. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement.

7. Section 8.13 of the Contract is hereby amended as follows:

Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information requested by the Managing City Department shall be submitted by Contractor to City within five (5) working days of the request. In the event that Contractor fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, the City may, upon reasonable notice, suspend reimbursements to Contractor until such reports are delivered to City. Furthermore, the Contractor ensures that all information contained in all required reports or information submitted to City is accurate.

8. Section 11.2 (C) of the Contract is hereby amended as follows:

(C) The Terms of the Grant.

9. Section 11.9 of the Contract is hereby amended as follows:

Contractor shall submit to the Managing City Department its most recent form 990 or 990T and also submit any that are filed with the Internal Revenue Service subsequent to its last submission to the City if filed during the term of the Contract.

10. Section 23.1(E) of the Contract is hereby amended as follows:

E. Increases or decreases in Contract funding based upon Head Start Program enrollment levels, and modifications to Contract terms related to enrollment; provided, however, that the cumulative total of all Head Start Program contracts, as amended, shall not exceed the City's total budget for the Head Start Program budget for the applicable grant year. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 23.1(E).

11. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ____ day of _____, 2009.

CITY OF SAN ANTONIO:

CONTRACTOR:

University Health System
701 South Zarzamora
San Antonio, TX 78207

Cindy Schoenmakers, Interim Director
Department of Community Initiatives

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney