KD/vv
01/28/16
Item #23

AN ORDINANCE 2016-01-28-0035

AUTHORIZING FOUR SERVICE PROVIDER AGREEMENTS IN A CUMULATIVE AMOUNT OF $20,168,525.00 RELATED TO THE 2016-2017 CITY OF SAN ANTONIO HEAD START PROGRAM; APPROVING REQUIRED GRANT PLANNING DOCUMENTS; AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH TEXAS A&M UNIVERSITY AT SAN ANTONIO FOR A ONE-YEAR PERIOD WITH THREE RENEWAL OPTIONS FOR A TOTAL AMOUNT NOT TO EXCEED $120,000.00.

* * * * *

WHEREAS, the City's Head Start and Early Head Start programs are federally-funded through the U.S. Department of Health and Human Services and provide early education and supportive services to eligible children between the ages of six weeks and five years and their families at or below the Federal Poverty Level, prioritizing the most vulnerable, including the homeless, those with disabilities, and those in the foster care system; and

WHEREAS, the City, through the Department of Human Services (DHS), has served as a grantee for the Head Start Program for over 35 years, and currently serves 3,020 children: 777 children in the Edgewood Independent School District (EISD) and 2,243 children in the San Antonio Independent School District (SAISD); and

WHEREAS, DHS provides direct program management, oversight, technical assistance, governance, family support, and mental wellness services; contracts with SAISD and EISD for educational services, the San Antonio Metropolitan Health District for dental services and the University Health System for health services; and works with community stakeholders through memorandums of understanding; and

WHEREAS, on October 1, 2015 City Council authorized, through Ordinance 2015-10-01-0841, the submission of an annual refunding application, and acceptance upon award, in the amount of $22,090,151.00 for funding to support the City's Head Start operations for the period of February 1, 2016 to January 31, 2017; **NOW THERFORE:**

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 Human Services (DHS) or her designee, is hereby authorized to execute (a) four service provider agreements, attached hereto and incorporated herein for all purposes as **Attachments I-IV**, in a combined amount of $20,168,525.00; and (b) an Interlocal Agreement, attached hereto and incorporated herein for all purposes as **Attachment VIII**, with Texas A & M University at San Antonio in an amount not to exceed $120,000.00 over a four year period to provide professional development.

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SECTION 2. The City Manager or her designee, or the Director of the DHS or her designee, is further authorized to negotiate and execute, after review and approval by the City Attorney's Office, (a) contract amendments based on program improvements or additional awards, so long as grant funds are available, and (b) memoranda of understanding with community organizations to collaborate regarding Head Start children.

SECTION 3. Additional City Head Start Program planning documents required by U.S. Department of Health and Human Services (HHS), including (a) the 2015-16 Governing Body Roles and Responsibilities Framework, (b) a Corrective Action Plan in response to a federal review and (c) a School Readiness Plan, are attached hereto and incorporated herein for all purposes as **Attachments V-VII** and are hereby approved.

SECTION 4. The City Manager or her designee, or the Director of the DHS or her designee, is hereby authorized to select the appropriate City Council Committee to oversee key responsibilities related to program governance and improvement of the City's Head Start programs, as allowed under the Head Start Act.

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

PASSED AND APPROVED this 28th day of January, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**23 (in consent vote: 4, 5, 7A, 7B, 9, 10A, 10B, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 30)**
Date:	01/28/2016
Time:	09:20:26 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing four service provider agreements in a cumulative amount of $20,168,525.00 related to the 2016-2017 City of San Antonio Head Start Program and authorizing an Interlocal Agreement with Texas A&M University at San Antonio for a one-year period with three one-year renewal options for a total amount not to exceed $120,000.00 for staff professional development and required grant planning documents. [Maria Villagomez, Assistant City Manager; Melody Woosley, Director, Human Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

Contract No. _____

STATE OF TEXAS	*	**HEAD START AGREEMENT FOR EDUCATION SERVICES**
COUNTY OF BEXAR	*	**BETWEEN THE CITY OF SAN ANTONIO & SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (SAISD)**
CITY OF SAN ANTONIO	*	

This Agreement 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 Human Services pursuant to Ordinance No. _____ dated _____, and San Antonio Independent School District (SAISD), 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") to set forth the objectives, understandings, and agreements between the Parties in connection with the use of Head Start grant funds as described herein. This Agreement is made and entered into by the Parties pursuant to the authority granted under the Interlocal Cooperation Act, Texas Gov't Code 791 *et seq*.

WITNESSETH:

WHEREAS, the City has received a grant pursuant to the Head Start Act (42 U.S.C. §9831 *et seq*., as amended) (the "Grant") for the purpose of providing Head Start services to children and families in the San Antonio and Edgewood Independent School Districts; and

WHEREAS, the City is authorized by the U.S. Department of Health and Human Services ("HHS"), Administration for Children and Families ("ACF"), and desires, through its Department of Human Services (hereinafter referred to as "Managing City Department") to execute an agreement with Contractor to provide Head Start services to children residing in the San Antonio Independent School District (hereinafter referred to as the "Project" or "Program"); and

WHEREAS, Contractor desires, and is appropriately licensed and qualified, to enter into this Agreement with City and agrees to deliver the services described herein in accordance with applicable Head Start Performance Standards and other requirements more fully set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, City and Contractor agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Contractor's Scope of Work, attached hereto and incorporated herein for all purposes as **Attachment I**, this Agreement, and the Terms of the Grant (hereinafter defined). If the terms of this Agreement are inconsistent or in conflict with applicable Terms of the Grant, the applicable Terms of the Grant shall be controlling, unless the inconsistency or conflict results from more stringent requirements set forth in this Agreement, in which case the terms imposing the most stringent requirements upon the Contractor shall control.

1.2 For purposes of this Agreement, the terms listed below shall have the following meanings:

(A) "Terms of the Grant" shall mean all requirements of the Grant, whether contained in the Head Start Act, as amended by the Improving Head Start for School Readiness Act of 2007 (42 U.S.C. §9831, et seq.), or other applicable statutes, implementing regulations (e.g., 45 C.F.R. §1301 et seq. (the "Head Start Performance Standards" or "Performance Standards") and 45 C.F.R. Part 75, as amended), rules, Executive Orders, the award document from U.S. Department of Health and Human Services ("HHS") to the City, Relevant HHS Directives, or elsewhere, including, but not limited to circulars, Program Instructions, Information Memorandums and Policy Clarifications, the City's policies and procedures

and the program design manual applicable to the Head Start Program, as such requirements exist as of the date of this Agreement and as such requirements may be established or modified (by amendment, deletion, addition or otherwise) during the period of the Agreement.

(B) "Relevant HHS directives" shall mean regulations, manuals, guidelines, or other oral or written directives of HHS or any subdivision thereof, including the Administration for Children and Families, Head Start Bureau, the Program Operations Division and ACF Region VI, as such regulations, manuals, guidelines, or other oral or written directives shall be made applicable to the Grant or Grantee.

1.3 Contractor shall establish and implement policies and procedures governing personnel, financial management, and programmatic management, as specified more fully in 45 C.F.R Parts 1301 *et. seq,* and/or 45 C.F.R. Part 75. Such policies and procedures shall be consistent with the Terms of the Grant, the policies and procedures approved by the Grantee's Policy Council and Governing Body, and content and service plans.

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

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on February 1, 2016 and shall terminate on January 31, 2017.

III. CONSIDERATION

3.1 In consideration of the services to be delivered by Contractor, the City will reimburse Contractor a total amount not to exceed $11,843,040.00 ("the Federal Share") during the period in which this Agreement is in effect for costs incurred in accordance with the Program Budget attached 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 all of the non-Federal Share funds (20% of the total Program Budget, or $3,921,603.00) 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. Contractor may provide additional non-Federal share funds if Contractor, in its discretion, determines such funds are available. To meet the requirements of this Agreement, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 75.306, as applicable.

3.2 Prior to commencement of the Agreement, Contractor shall submit to City for its approval Contractor's proposed monthly budget by line item for the entire term of the Agreement along with its program Budget, including detail by category alone. Until the City receives the initial proposed monthly budget for the entire term of the Agreement and prior to the City's approval, the City reserves the right to redirect the funding City has proposed be allocated to Contractor under this Agreement. City shall notify the Contractor of the amount redirected and the revised Agreement funding. Additionally, throughout the term of the

Agreement, Contractor shall submit on or before the last day of each month a forecast of the projected monthly expenses for each month remaining in the Agreement so that the City may review and compare actual expenses to projected expenditures and address issues associated with Contractor's expenditure rate (e.g., on or before March 31, 2015, Contractor shall submit the projected expenses by month for April, May, and so on until January 31, 2016). Contractor's budgeted development and administrative costs (as defined by 45 C.F.R. §1301.32) shall not exceed twelve percent (12%) of the Program Budget, unless the total Program Budget is modified in accordance with this Agreement in which case this amount shall be reduced proportionately unless the Parties otherwise agree.

3.3 Approval required. Contractor shall seek and obtain City's (City's Head Start Program Administrator and the Managing City Department's Fiscal Administrator) prior written approval 30 calendar days before making budget modifications. City may make exceptions to the 30-day notice requirement on a case by case basis, but otherwise Contractor must make request in writing or via email to the City's Head Start Program Administrator. Contractor's written request must be accompanied by a justification for the change and indicate which lines items are affected by such change

3.4 Contractor understands and agrees that should Contractor fail to meet or maintain its funded enrollment level as set forth in the Scope of Work which failure continues for a thirty (30) day period, City may reduce Contractor's funding by an amount equal to the difference between funded and actual enrollment at the per capita rate.

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

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

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

3.6 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds from HHS to meet City's liabilities hereunder. This Agreement may be terminated by the City if HHS terminates the City as a grantee or reduces the amount granted to City, for any reason; provided that, if the reduction of grant funds does not result in complete unavailability of such funds, the Parties will use best efforts to amend this Agreement accordingly. City will promptly notify Contractor of any such HHS action.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of services provided by the Contractor in accordance with the terms of this Agreement. Allowable costs are defined as those costs, which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Article XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in **Attachment II** of this Agreement, unless (a) a subsequent budget revision has been approved in accordance with the procedure set forth in Section 3.3 and signed by the Director of the Managing City Department in cases where the total Agreement Budget remains the same, or (b) an amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Agreement in cases where there is an increase or decrease to the total Agreement Budget. Approved budget revisions and amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Agreement to the budget shall mean the budget as revised through approved budget revisions or amendments. Budget revision requests shall be submitted in advance of anticipated expense(s). The City will not accept budget revision requests submitted after December 31, 2016, unless Contractor requests a

reasonable extension before that date, which shall not be unreasonably denied by City. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Agreement. Contractor shall remit to City within ten (10) Contractor business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) Contractor business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Agreement, the term, "Contractor business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by Contractor for Contractor employees.

4.2 If specific circumstances require an advance payment on this Agreement, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Agreement. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. For purposes of this Agreement, the term "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees, except in those instances where this Agreement expressly calls for "Contractor business days." In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner so long as services have been performed by the subject vendor, defined as not later than (10) business days after the Contractor is notified that an advance payment check is available from the City.

(B) The Contractor must deposit Agreement funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all Agreement funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which Agreement funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made with Agreement funds.

(C) The City may deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Agreement term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City not later than the forty-fifth (45th) day after the end of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor as soon as reasonably practicable, but not later than 30 calendar days of receiving a valid and approved Request for Payment.

4.5 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 February 1, 2016 through January 31, 2017, no later than March 15, 2017. In addition, all purchase orders that have been encumbered by January 31, 2017 must be received and paid no later than March 15, 2017. In the event of early termination of this Agreement, Contractor shall submit the information 45 calendar days from the early termination date of the Agreement. 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.

4.6 Contractor agrees that the City shall not be obligated to any subcontractors or third party beneficiaries of the Contractor.

4.7 Contractor shall maintain a financial management system, and acceptable accounting records in accordance with 45 C.F.R. § 75.302 *et seq*, , and that provide for:

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Agreement. If accrual basis reports are required, the Contractor shall develop accrual data for its reports 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 shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall 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 Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Article XII hereof, and the terms of the award, grant, or contract, with the City;

(G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of

goods or services received are to be filed according to the expense account to which they were charged.

4.8 Contractor agrees that Contractor 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.

4.9 Contractor shall establish and abide by a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project or funded pursuant to this Agreement. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the Program so as to assure Head Start Grant funds provided hereunder do not subsidize other program(s). Contractor must ensure that costs allocated and charged to the Head Start grant are not charged to other Federal, State or Local awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons. Contractor shall provide to City prior to the beginning of the Agreement term (i) a matrix identifying the shared use of such facilities and/or program services; and (ii) the Cost Allocation Plan and supporting documentation, along with its Budget, financial statements and audit that are applicable to the Contractor's Project. City shall have the right to approve the Cost Allocation Plan.

4.10 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 as of January 31, 2016, which balance or Statement sheet shall be due to the City no later than February 15, 2016. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement.

4.11 Upon expiration or early termination of this Agreement, or at any time during the term of this Agreement, all unused funds, rebates, advances exceeding allowable costs, or credits on-hand or collected thereafter relating to the Project, shall be returned by Contractor to the City within twenty (20) days of receipt of written notice.

4.12 Upon execution of this Agreement or at any time during the term of this Agreement, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

V. PROGRAM INCOME

5.1 For purposes of this Agreement, "program income" shall mean earnings of Contractor realized from activities resulting from this Agreement or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from Agreement-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Agreement; and if applicable, payments from clients or third parties for services rendered by Contractor pursuant to this Agreement. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department does not

specify a timeframe for Contractor to return program income to City, then Contractor must return such program income to City on the same date that Contractor submits its statement of expenditures and revenues to the Managing City Department set forth in Article V, Section 5.4 of this Agreement. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Agreement.

5.3 Contractor shall provide the Managing City Department with thirty (30) calendar days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) calendar days of the activity that generates program income. The statement is subject to audit verification by the Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Agreement.

5.5 Contractor is prohibited from charging fees or soliciting donations and is prohibited from inviting or contracting with vendors who shall charge fees or solicit donations from Head Start participants and their parents in any Agreement-funded project without the prior written approval of the Director of the Managing City Department. However, Contractor may engage in general school activity that is not specifically targeted at Head Start families.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its award document from HHS. A copy of said award document is attached hereto and incorporated herein for all purposes as **Attachment IV**. From time to time, the award document may be amended or supplemented, and these shall be incorporated into the Agreement collectively as **Attachment IV**.

6.2 In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of the Managing City Department, as representatives of the City and the parties ultimately responsible for all matters of compliance with HHS and City rules and regulations, shall have the final authority to render or secure an interpretation. In the event that a dispute arises with regard to interpretation of regulations or law as it applies to this Agreement, Contractor may request that the City secure, and the City shall request an interpretation or opinion from HHS in order to assist in resolution of the dispute.

6.3 Contractor shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director of the Managing City Department.

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

6.5 The Contractor Board of Directors or Board of Trustees, as applicable, and Contractor's management staff shall adopt and approve an Employee Integrity Policy, in the event that Contractor has none, and internal program management procedures, and require all staff to abide by these and the Head Start standards as established in the HHS regulations, to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These policies and

procedures shall require repayment of such erroneously received grant funds or property to the Contractor, or to the applicable Head Start service provider from whom such grant funds or property was received, if other than the Contractor, and shall specify any other consequences to Contractor's employees and vendors involved in such illegal activities and may include but not be limited to termination and prosecution where necessary. Said policies and procedures shall be provided to the Managing City Department upon request by the Managing City Department. In the event that the Managing City Department finds the policies and procedures to be lacking, the Managing City Department may recommend revision.

6.6 Contractor 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. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $500.00 for any given calendar month during the term of this Agreement unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next Contractor business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not deposited within the next Contractor business day from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. City agrees that stop payment orders shall not be issued due to the financial institution's posting policies that result in posting of checks for credit beyond the required timeframe so long as the checks are deposited within the required timeframe. Upon cancellation of any outstanding check, if deemed appropriate by City, such check may be reissued to the Contractor or if deemed by City not to be a valid expense, such check shall be immediately returned to the City.

(D) For checks other than petty cash reimbursement, Contractor shall adopt and comply with a policy requiring no less than two (2) signatures of authorized representatives of Contractor on each check. Said signatures may be computer generated so long as they are issued in accordance with Contractor's internal policies established to reduce the risk of fraud, theft, or embezzlement. Contractor understands and agrees that City's reimbursement is subject to compliance with this provision of the Agreement.

6.8 Wherever in this Agreement, Contractor is required to perform an action within a specified number of days or hours, Contractor may request additional time to perform. City shall give Contractor's request for additional time due consideration and shall grant Contractor's request whenever reasonable practicable, unless immediate compliance is required.

6.9 If the starting date of the Agreement term has already passed at the time of approval of the Agreement by Contractor, all deadlines imposed on Contractor for providing information to the City on or before the date of approval or within seven (7) Contractor business days of approval shall be extended in order for the Contractor to reasonably comply with the City's requirements; except and unless, the information has already been provided to the City. City and Contractor agree to confer and make best efforts to reasonably permit Contractor to comply with the extended deadlines.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of funds provided under this Agreement, or cumulative funds provided by or through City, and does not have to comply with the provisions of Section 7.2, then during the term of this Agreement, the Contractor shall have completed an independent audit of Contractor's Head Start program and the reporting required submitted to the City within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the

Managing City Department a copy of the audit report including the corrective action plan(s) of the Head Start program on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter, within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

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

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, an audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and the U.S. Office of Management and Budget Circular (Uniform Guidance) . Contractor shall also be required to 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 nine 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. A copy of this report must also be provided to City within this same time period. Contractor may submit reports through the following website: *http://harvester.census.gov/sac/*_and may also contact the Clearinghouse by telephone at (301) 763-1551 (local), 1-888-222-9907 or 1-800-253-0696 (toll free).

Per 2 C.F.R. 200.36, upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

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

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

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement..

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

7.5 The City reserves the right to conduct, or cause to be conducted, an audit or review of all funds received under this Agreement at any and all reasonable and necessary times required by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit, so long as it is limited to Contractor's services for the Head Start program. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during Contractor's normal business hours, and as often as deemed reasonably necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement and shall continue to be so available for a minimum period of four (4) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this

Agreement. Said records shall be maintained for the required period beginning immediately after Agreement termination, save and except there is litigation or if the audit report covering such agreement has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

The City may, in its reasonable discretion, require the Contractor to use any and all of the City's accounting or administrative procedures that are in conformity with Generally Accepted Accounting Principles for state account standards in Texas in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement, and the Contractor shall abide by such requirements. Should a conflict exist between the parties' accounting procedures, Contractor shall use the stricter of the procedures.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor shall promptly refund such amount to the City no later than twenty (20) Contractor business days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may deduct such claims from subsequent reimbursements and shall notify Contractor prior to exercising this option. Contractor shall provide to City a full refund of such amount no later than twenty (20) Contractor business days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by check, cashiers check or money order. In the event that a dispute arises as to the allowability of an expenditure or charge pursuant to the federal regulations, then Contractor may request that the City secure, and the City shall request an interpretation or opinion from HHS in order to assist in resolution of the dispute. Should the City deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses, fees, fines and penalties associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Agreement. Delinquent debts that would otherwise be identified as allowable costs may be paid with Project funds after written approval of the Managing City Department.

7.7 If the City determines that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources. If after the audit is conducted it is determined that Contractor is in compliance with the contract then the cost of the audit, specifically the auditor's bill alone, shall be borne by the City. Contractor may recommend the hiring of alternate auditors, but the final decision on the selection of auditors shall rest with the City.

VIII. RECORDS, REPORTING, MONITORING AND INTELLECTUAL PROPERTY

8.1 In addition to those listed in this Agreement, the Contractor shall submit to the Managing City Department any and all reports as may be required of Contractor by HHS or as may be reasonably required of the City. Contractor shall incorporate and use a City approved tracking or information system, such as ChildPlus, for the delivery of comprehensive Head Start Services and collect, input and update all data required for the Program Information Report in accordance with the City's reasonable timeline to ensure the reporting of accurate and consistent information to HHS.

8.2 Additionally, Contractor shall maintain and furnish to City the following financial and programmatic information and reports, in such forms as the City may prescribe, and any others as may be required pursuant to the Head Start Act, as amended, and 45 C.F.R. Part 75:

a) End of the Month Enrollment (EOM) Report containing the information for the preceding month, submitted upon request;

b) Classroom Attendance Report , submitted by the 3rd business day of every month;

c) Classroom/Site Set up Information Report, submitted at the beginning of each program year or every time there are changes to the classroom/site set up;

d) Disability Services Monthly Report, submitted by the 15th day of every month, but if the 15th day of the month falls on a weekend or holiday, the report shall be due by the preceding business day;

e) THIS SECTION INTENTIONALLY LEFT BLANK

f) Head Start Service Provider total amount of United States Department of Agriculture (USDA) reimbursement received for Head Start children and staffshall be submitted on a monthly basis;

g) The total amount of public and private funds received by Contractor and the amount from each source;

h) Financial reports showing all actual and/or projected costs of the Program, an explanation of budgetary expenditures, Program Income, non-Federal Share amounts;

i) The results of the most recent financial audit involving the Head Start Program;

j) Reports showing employee credentials and a list of personnel serving to satisfy Contractor's in-kind non-Federal Share requirement;

k) Reports showing the wages of each employee;

l) Transition Activity Report, submitted by the 5th business day of every month;

m) Behavioral Services Activity Report, by the 5th business day of every month;

n) Student Assessment Data Analysis Report, as periodically required by the City;

o) Recruitment Activity Report, by the 15th of every month; but should the 15th fall on a weekend or holiday, the report shall be due the preceding business day;

p) Parent Engagement Activity Report, by the 10th of every month; but should the 10th fall on a weekend or holiday, the report shall be due the preceding business day;

q) Health Activities Report due by the due by the 10th of every month; but should the 10th fall on a weekend or holiday, the report shall be due the preceding business day;

r) Training and Technical Assistance Report, by the 5th business day of every month;

s) School Readiness Plan of Action update, due bi-annually by the 5th business days of December and June;

t) Child Development Outcomes Progress Report based on Contractor's assessment tool, submitted as directed or when requested by City;

u) Academic Progress Data, by June following each school year, and in a form and scope mutually agreed upon by the parties, on the academic performance of Head Start children who will remain in Contractor's Program, with the understanding that Contractor may utilize its own data assessment tool to evaluate the student progress; and

v) Any other information reasonably requested by City.

Contractor shall maintain all applicable and appropriate supporting documentation of costs, including but not limited to, payroll records, invoices, contracts or vouchers, and make these available to City upon request.

8.3 Contractor shall provide to the Managing City Department all information reasonably requested by the Managing City Department relating to the Contractor's Board functions, if applicable, including but not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) THIS SUBSECTION INTENTIONALLY LEFT BLANK;
(C) Names and terms of Officers;
(D) THIS SUBSECTION INTENTIONALLY LEFT BLANK;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Board agendas relating to the Head Start Program to be submitted by electronic or facsimile transmission at the time of posting prior to each Board meeting. Prior to the time of posting, Contractor's administration shall attempt to notify City when a Head Start program item is anticipated to be placed on the agenda; and
(G) Minutes of every board meeting relating to the Head Start Program.

8.4 City reserves the right to reasonably request Contractor to provide additional records for travel expenses, long distance calls, faxes, internet service, cell phone calls, or other electronic communication devices charged to the budget associated with this Agreement.

8.5 If applicable, Contractor shall report all notices served, violations found or complaints filed with regard to licensing, or lack thereof, of Contractor's centers within one (1) Contractor business day of receipt of written notice from the State licensing, certifying or permit-issuing authority of a violation or complaint not counting weekends.

8.6 Contractor shall comply with federal Head Start Performance Standards (federal Head Start regulations), the Head Start Act and all applicable federal, state and local laws relating to child safety. Contractor shall establish and implement mutually agreeable administrative procedures to respond to medical, dental and other health emergencies with which all Head Start staff should be familiar and trained. These procedures shall include, among other things, methods of notifying parents in the event of a health emergency involving their children and established methods for handling cases of suspected or known child endangerment, abuse or neglect that are in compliance with applicable federal, state and local laws. If Contractor has knowledge of a claim or report of, or is aware of a program crisis related to, or suspects that media coverage would be negative due to, an incident of child endangerment, neglect or abuse of a Head Start child while in the Head Start program, Contractor shall contact the City's designated representative immediately, but not later than 24 hours, for the purpose of notification of the incident. Contractor shall contact the City's designated representative immediately even if the incident of child endangerment, neglect or abuse is not fully investigated by Contractor. If Contractor is unable to reach the City's designated representative, Contractor shall leave a verbal or written message via electronic mail notifying the City that Contractor is attempting to notify the City of an incident. Contractor further agrees to notify the parent of a Head Start child immediately, in any of the instances cited above, to include a situation in which the parent's child has received physical discipline, whether or not the instance may be characterized as suspected child abuse.

8.7 Within a period not to exceed forty-five (45) calendar days after the expiration or early termination date of the Agreement, Contractor shall submit all final client reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums received and a release of all claims for said sums against the Project.

8.8 Contractor shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the Grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R §75.361, whichever is longer. Notwithstanding the foregoing, Contractor shall maintain all Agreement and Grant related documents for no less than four (4) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, Contractor agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later. Records for real property and equipment acquired with Head Start funds shall be retained for four (4) years after final disposition.

8.9 Contractor shall make available to City, HHS, or any of their duly authorized representatives, upon appropriate notice and unless otherwise prohibited by law, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Contractor's facility and to Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor shall, upon request, transfer certain records to the custody of City or HHS when City or HHS determines that the records possess long-term retention value unless otherwise prohibited by law, and subject to Contractor's right to use "educational records" as that term is understood under the Family Educational Rights and Privacy Act of 1974 ("FERPA").

8.10 The Contractor agrees to incorporate and use any City-approved tracking or information system for the delivery of comprehensive Head Start services. Contractor shall enter current, accurate and complete client data.

8.11 The Managing City Department is assigned monitoring, fiscal control, and evaluation of certain projects funded by the City with General or Grant Funds, including the Project covered by this Agreement. Therefore, Contractor agrees to permit City and/or HHS to evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement and to assess Contractor's compliance with applicable legal and programmatic requirements. At such times and in such form as may be required by the Managing City Department, the Contractor shall make available to the Managing City Department and the Grantor of the Grant Funds, if applicable, such statements, reports, records, personnel files (including evidence of criminal background check as required by Head Start regulations), client files, data, all policies and procedures and information as may be requested by the Managing City Department and shall permit the City and Grantor of the Grant Funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Contractor agrees that the failure of the City to monitor, evaluate, or provide guidance and direction shall not relieve the Contactor of any liability to the City for failure to comply with the Terms of the Grant or the terms of this Agreement. Regarding evidence of criminal background check(s), the parties agree that City will accept a written statement 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, HHS informs the City and / or Contractor that such written statement does not satisfy the requirements of the Terms of the Grant, Contractor agrees to provide additional information as may be legally permissible and as may be required by HHS or to cooperate with the City and HHS in order to resolve any conflict associated with provision of information related to criminal background checks.

8.12 City may, at its discretion, conduct periodic, announced monitoring visits to ensure program and administrative compliance with Head Start Performance Standards,, the Head Start Act and with Program goals and objectives for the agreement period. City reserves the right to make unannounced visits to Contractor Program sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery. Contractor Program staff shall be informed by City representative(s) upon arrival at Contractor's site of the expected purpose and length of visit so that accommodations may be made. City's representative(s) shall provide proper identification to ensure the safety and security of all parties. City's representative(s) visiting or entering a campus site where students are present shall comply with Contractor's rules and procedures under Contractor's Board policy series GKC ("Community Relations/Visitors to the Schools").

8.13 Contractor understands that the City will timely inform Contractor of the findings of any such review or monitoring, specifically any default under the Agreement or deficiencies in performance, and will inform Contractor in writing of Program strengths and weaknesses and specify a deadline for corrective action based upon contract or federal deadlines and the time needed for City to review, monitor and approve when necessary. The City will assist Contractor in finding solutions for Program improvement if and as appropriate.

8.14 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) Contractor business days of the request made to Contractor via electronic communication or by other form of written correspondence. 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 written 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.

8.15 (A) Unless disclosure is authorized by the City or is required by the Attorney General for the State of Texas or his duly authorized representative, Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information.

(B) If disclosure is permitted by law or required by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement.

(C) Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.15, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information to third parties. This Article VIII, Section 8.15 shall not be construed to limit HHS's, the City's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information and subject to Contractor's right to use "Educational Records" as that term is understood under FERPA. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are notified of the requirement to comply with the aforementioned obligations.

8.16 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in

connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if City receives a request under the Public Information Act (i.e., an open records request) for information within Contractor's possession pursuant to this Agreement, Contractor shall forward the requested documents to the City within two (2) Contractor business days of Contractor's designated liaison's receipt of the written request. If the requested information is confidential or may be kept confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating and/or authorizing confidentiality no later than three (3) Contractor business days Contractor's designated liaison's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party. The parties shall cooperate with each other to preserve confidential information or records that may be excluded from disclosure under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and/or the Texas Public Information Act; and the parties shall coordinate efforts to seek any required Attorney General decision for the protection of such information from release.

8.17 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor; however Contractor shall be entitled to maintain the confidentiality of "educational records" as that term is understood under FERPA and to use such records for educational purposes.

With the exception of student records, Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time unless otherwise prohibited by law. The parties agree that educational records created pursuant to Section 1.1 shall be maintained and utilized by Contractor as required by law. Contractor further agrees to turn over to City all such records upon termination of this Agreement, unless otherwise prohibited by law. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction or the Texas Attorney General or his designee, or as may be required or permitted by Contractor due to the record being an "educational record" as that term is understood under FERPA. The Managing City Department shall be notified of such request as set forth in Article VIII, Section 8.15 of this Agreement.

8.18 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and 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. 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") in the Project shall be solely vested in City. As owner of the tangible and intangible intellectual property, City shall have the right to reproduce, publish, authorize others to reproduce or publish, or otherwise use such material subject to confidentiality obligations as may be required by federal and /or state law for "educational records." Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual

Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.19 In the event that Contractor desires to copyright material or to permit any third-party to do so, Contractor must obtain City's prior written approval to do so and must appropriately acknowledge City's support in any such materials.

8.20 Subject to obligations to maintain confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA Business Associate Agreement, attached hereto and incorporated herein for all purposes as **Attachment V,** and subject to the requirements of the Family Educational Rights and Privacy Act ("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 Contractor pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor. Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction; subject, however to Contractor's continuing rights regarding "educational records" as that term is understood under FERPA. City agrees that it will not release to the public "educational records" that come into its possession unless otherwise authorized by law.

IX. INSURANCE

9.1 Contractor and the City each maintain adequate general liability insurance coverage and self-insurance for worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

X. LIMITED LIABILITY

10.1 **CONTRACTOR AND THE CITY ACKNOWLEDGE THEY ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND ARE SUBJECT TO, AND COMPLY WITH THE APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE CIVIL PRACTICE AND REMEDIES CODE, SECTION 101.001, *ET. SEQ.*, AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH.**

XI. THIS ARTICLE INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

12.1 Contractor, and all of the work performed under this Agreement, shall 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 of San Antonio and Bexar County. Contractor

agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated. Contractor may request additional time to come into and demonstrate compliance, unless immediate compliance is required by the applicable Head Start regulations, the Head Start Act, or Public Information Act request requirements. Should the City need to abide by some other law, rule, regulation, policy or procedure, such requirement will be made known to Contractor upon consideration of Contractor's request for additional time.

12.2 The Contractor 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 federal, state, or other granting entities. Contractor agrees to comply with all laws, ordinances, codes, rules, regulations, policies, and procedures, including licensing and accreditation standards applicable to the funds received by Contractor hereunder as directed by the City or as otherwise required in this Agreement, including but not limited to:

(A) The Head Start Act (42 U.S.C. §9831 *et seq.*, as amended);

(B) 45 C.F.R. Part 1301 *et seq.*;

(C) The Terms of the Grant;

(D) As applicable, 45 C.F.R. Part 75 ("Uniform Administrative Requiremnets, Cost Principles, and Audit Requirements for HHS Awards");

(E) Texas Child Care Licensing laws;

(F) The Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 *et. al.* titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," ("Uniform Guidance"), as applicable to the funds received by Contractor hereunder;

(G) Official record retention schedules as established by the Local Government Records Act of 1989; and

(H) The Texas Public Information Act, at Chapter 552, The Texas Government Code.

12.3 Contractor further understands and agrees:

(A) Contractor shall 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. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this Contract and the appropriate EPA Regional Office. Additionally, Contractor agrees to include these requirements in each subcontract to this Contract exceeding $150,000.00 financed in whole or in part with federal funds

(B) to 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) to 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) to include a provision requiring compliance with the Copeland "Anti-Kickback" Act (40 U.S.C 3145), as applicable under Appendix II of the OMB Uniform Guidance and as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States".

(E) to comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141–3144, and 3146–3148) and as applicable under Appendix II of the OMB Uniform Guidance , and as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, implementing regulations, and the relevant Additional OMB Provisions attached hereto and incorporated herein for all purposes as **Attachment VI**, and to include a provision requiring compliance with the each in any construction contracts of more than $2,000.00, and report all suspected or reported violations to HHS.

(F) to comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), and any applicable implementing regulations. Contractor verifies it has tendered said Certificate to the City.

(G) to comply with the applicable standards under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§11431 *et seq.*), and any applicable implementing regulations, as may be applicable.

(H) to comply with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as applicable under Appendix II of the OMB Uniform Guidance, and as supplemented by Department of Labor regulations (29 CFR Part 5), relating to all contracts that involve the employment of mechanics or laborers, and the relevant provisions in **Attachment VI**, which provides, in part, that each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, that work in excess of the standard work week be compensated at a rate at least one and a half times the basic rate of pay, and that no laborer or mechanic must be required to work under conditions which are unsanitary, hazardous or dangerous.

(I) to 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 Contractor for the provision of regular or routine health care or day care or early childhood development (Head Start) services to children or for the use of the employees of the City or Contractor who provide such services.

(J) Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12.4 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707 and 8101-8106, as amended). Failure to comply with the above-referenced law could subject the Contractor to suspension of payments, termination of Agreement, and debarment and suspension actions.

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

(A) Title 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; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended

(F) Equal Pay Act of 1963, P.L. 88-38; and
(H) All applicable regulations implementing the above laws.

12.5.1 Further, if Contractor engages in any contract for construction, as defined by 41 C.F.R. Part 60-1.3, using Head Start funds 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, Contractor must comply with the Equal Employment Opportunity provisions in **Attachment VI** and all of the Executive Order and Code of Federal Regulations provisions previously cited in Section 12.5, and must include the provisions in any of its subcontracts.

12.6 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to, related to:

(A) worker's compensation;
(B) unemployment insurance
(C) timely deposits of payroll deductions;
(D) 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;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.7 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, and all regulations thereunder.

12.8 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations.

12.9 If applicable, 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 Agreement.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall:

(A) Participate in any decision relating to this Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
(B) Have any direct or indirect interest in this Agreement or the proceeds thereof.

13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; anentity 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 entity, or ten (10) percent or more of the fair market value of the entity; an entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary entity.

13.6 Contractor warrants and certifies, and this Agreement is made in reliance thereon, that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child, sibling of first-degree relative of a City officer or employee 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). Contractor further warrants and certifies that is 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 – Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Agreement, the City shall have the right to terminate this Agreement by sending written notice to the Contractor of such termination, and specifying the effective date of termination.

(b) Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than 120 days following the day on which notice is sent (but which termination date shall not be later than the end of the Contractor's fiscal year) unless earlier terminated under any other provision in this Agreement.

14.2 The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be reasonably determined by the City, and its decision shall be final. To the extent that compliance with an Agreement matter falls under HHS authority to review, or in the event that a dispute arises with regard to interpretation of regulations or law as it applies to this Agreement, Contractor may request that the City secure, and the City shall request an interpretation or opinion from HHS in order to assist in resolution of the dispute. It is further expressly understood and agreed by the Parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Agreement. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Agreement. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

14.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then the Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified by law.

14.5 Should the Contractor be debarred by federal government or the City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may be grounds for termination.

14.6 This Agreement is subject to the availability of federal grant funds to City and may be terminated by the City if HHS terminates the City as a grantee or reduces the amount granted to City, for any reason; provided that, if the reduction of grant funds does not result in complete unavailability of such funds, the Parties will use best efforts to amend this Agreement accordingly. City will promptly notify Contractor of any such HHS action.

14.7 In all instances of termination, Contractor shall not incur new obligations after the effective date of termination, and shall cancel as many outstanding obligations as possible. Contractor shall submit to City all required reports including a final financial statement which shall be a statement of all expenditures incurred by Contractor under this Agreement. City shall pay Contractor the full cost of obligations that City determines were not subject to cancellation if such costs are properly documented, allowable, within the approved budget, and unavoidably incurred by Contractor prior to termination or expiration. The foregoing shall constitute full and complete reimbursement for all of Contractor's performance under this Agreement.

XV. PROHIBITION OF POLITICAL ACTIVITIES

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

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

15.3 The prohibitions set forth in Article XV, Sections 15.1 and 15.2 of this Agreement include, but are not limited to, the following:

(A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

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

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed based upon then current reasonable evidence of impropriety, salaries paid to the Contractor under this Agreement may, at the City's discretion, be withheld until the situation is resolved.

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

XVI. PERSONNEL

16.1 Contractor shall establish and maintain an organizational structure that supports the accomplishment of Program objectives, addresses the major functions and responsibilities assigned to each staff position and provides evidence of adequate mechanisms for staff supervision and support to ensure the effective oversight of the Head Start program operations. Contractor shall ensure that, at a minimum, the program management functions listed in the Scope of Work are assigned to and adopted by staff within the Program.

16.2 Contractor acknowledges and agrees that Head Start guidelines and City policy require that Contractor shall staff each Head Start classroom with two teachers, or one teacher and a teacher's aide, at all times. To the fullest extent possible, Contractor shall staff each classroom with a volunteer in addition to the two paid staff persons. Additionally, Contractor will have adequate staff to fully implement all areas of program operations, including those having the specific management functions and expertise set forth in the Scope of Work.

16.3 At the beginning of this Agreement period, Contractor shall submit to City a report which specifically (a) lists the number and percentage of classroom personnel in its center based program having child development associate credentials or associate, baccalaureate or advanced degrees; and (b) describes to City Contractor's compliance with the goals described in Sections 16.3, 16.4 and 16.5 of this Agreement.

16.4 Contractor understands that the Head Start Act requires that grantees and their contractors, if any, ensure, and demonstrate upon request, that all of the teachers staffing its Head Start center-based program classrooms have (a) a baccalaureate or advanced degree in early childhood education; or (b) a baccalaureate or advanced degree and course work equivalent to a major relating to early childhood education, with experience teaching preschool-age children. Contractor agrees that during the term of this Agreement, Contractor will only employ teachers meeting the necessary qualifications.

16.5 Contractor understands that the Head Start Act requires that grantees and their contractors, if any, ensure, and demonstrate upon request, that all teaching assistants staffing its Head Start center-based program classrooms (a) have at least a child development associate credential; (b) are enrolled in a program leading to an associate or baccalaureate degree; or (c) are enrolled in a child development associate credential program to be completed within two (2) years of September 30, 2013. Contractor agrees that during the term of this Agreement, Contractor will only employ teaching assistants meeting the necessary qualifications.

16.6 Contractor understands that the Head Start Act requires that grantees and their contractors, if any, ensure, and demonstrate upon request, that all Head Start education coordinators in its center-based programs, including those who serve as curriculum specialists: (a) have the capacity to offer assistance to other teachers in the implementation and adaptation of curricula to the group and individual needs of children in a Head Start classroom; and (b) have (i) a baccalaureate or advanced degree in early childhood education; or (ii) a baccalaureate or advanced degree and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children. Contractor agrees that during the term of this Agreement, Contractor will only employ education coordinators meeting the necessary qualifications.

16.7 Contractor agrees and acknowledges that each of its Head Start teachers shall attend not less than 15 clock hours of professional development per Contractor fiscal year. The term "professional development" means high-quality activities that will improve the knowledge and skills of Head Start teachers and staff, as relevant to their roles and functions, in program administration and the provision of services and instruction, as appropriate, in a manner that has a positive and lasting impact and improves service delivery to enrolled children and their families.

16.8 Contractor understands that the Head Start Act requires grantees and their contractors, if any, ensure and demonstrate upon request that all Head Start staff have the knowledge, skills, and experience they need to perform their assigned functions responsibly. Therefore, in addition to all other provisions in this article, Contractor agrees that Contractor's Head Start Director and all Program center site directors, site managers, content coordinators and other administrators must have education and/or training in the area of early childhood education and family support. To meet these obligations, Contractor will:

(A) only employ a Head Start Director, and Program center site directors, site managers, content coordinators and other Program administrators meeting the necessary qualifications;

(B) promptly notify City of any transfers and/or disciplinary actions affecting Head Start personnel referred to in subsection (A) of this section 16.8; and

(C) ensure, in the event a Head Start position referred to in subsection (A) of this section 16.8 is vacated for any reason, that a replacement meeting the necessary qualifications is hired within 60 calendar days or, following notification to City of a delay, as soon as reasonably practical, but not later than 90 days after the position first became vacant unless the parties come to a new mutually acceptable deadline.

16.9 Contractor shall create, in consultation with each of its employees, and implement a professional development plan for all Head Start employees who provide direct services to children. Contractor shall regularly evaluate such plans to determine their impact on teacher and staff effectiveness.

16.10 Contractor understands that the City shall periodically perform its own wage and salary comparison and shall issue such results to Contractor. Contractor understands and agrees that City shall have no obligation to reimburse Contractor in excess of wages to an employee that exceed the average rate of compensation paid to persons providing substantially comparable services in the area. For purposes of this Agreement, the City shall accept the wage information set forth in the most recent study commissioned by, or issued by, the Texas Association of School Boards, in determining the rate of reimbursement. Although the City may consider factors such as training and experience as affecting compensation levels, the City shall have the sole and absolute authority to determine the rate of City's reimbursement under the Agreement and its decision shall be final due to the City's obligation of ensuring that wage comparability studies meet the requirements of the Head Start Act and implementing regulations. Subject to the restriction set forth in 16.10, Contractor may compensate its employees above the rate the City will reimburse, so long as the additional compensation is not charged to the Agreement budget.

16.11 Contractor expressly understands and agrees that in accordance with 42 U.S.C. §9848, no portion of the Agreement funds provided hereunder may be used to pay its employee if compensation (including non-federal funds) to that employee exceeds $179,700.00, or the maximum authorized compensation as may be adjusted from time to time. Furthermore, Contractor agrees that all employees must devote to the Head Start Program the time proportionate to the percentage of their compensation funded through the Head Start program grant (e.g., employees who are one hundred percent (100%) funded through the Head Start grant must devote one hundred percent (100%) of their time and effort to support the Head Start program). Contractor agrees to submit employee certifications if requested by the City or HHS.

16.12 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance process. The grievance process will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.13 Contractor agrees to comply with all applicable federal regulations regarding the setting of, and maximum amount allowable for, salaries of Contractor's employees.

16.14 Contractor agrees to continue to work on placing written job descriptions for Head Start personnel in individual personnel folders for each position in the organization, or to have them placed online, until completed, but that all descriptions shall be filed or online no later than the expiration date of the Agreement. Contractor agrees to provide to the City specific job description(s) upon request.

16.15 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Agreement.

16.16 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through Agreement funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Except in circumstances where the following is in conflict with federal law or regulations pertaining to the Head Start Program, Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against the City remains unresolved.

XVIII. FEDERAL AND CITY-SUPPORTED PROJECT

18.1 This Section is applicable to all publicity, public presentations, signs, press releases, public notices, flyers, brochures, marketing materials, and other informational material prepared, created, posted and/or disseminated during the term of the Agreement by Contractor. Contractor shall obtain City's prior approval of the language and logo, as applicable, to be used, and the Parties agree that all publicity regarding the establishment or operation of the Head Start Program affiliation between City and Contractor described herein shall be planned and implemented as mutually agreed to in advance by the Parties. Contractor agrees that all public notices and any publicity, signs and/or marketing materials regarding any program which is funded by this Agreement shall provide a written statement acknowledging the role of the Federal funds provided by HHS through City hereunder, which shall read as follows: "The City of San Antonio Head Start Program services provided by the San Antonio Independent School District 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 public notices or signs include, but are not limited to, signs identifying the facilities from which these programs are provided, and electronic media. In addition, all publicity related to Contractor's Head Start services shall note that the Program is operated on a non-discriminatory basis.

18.2 Contractor further agrees to provide City with a copy of all proposed official communications to the public, Head Start parents and employees as it may relate to the City's implementation of the City's Head Start Program model, the transition of Head Start contracts or transition of the Head Start Program, and to obtain the City's approval prior to dissemination.

XIX. PROPERTY, EQUIPMENT AND SUPPLIES

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Agreement's termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination of this Agreement. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with Agreement funds. It is understood that the terms, "equipment" and "property", as used herein, means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit and shall include not only furniture and other durable property, but also vehicles, but shall not include supplies and consumables.

19.2 Contractor agrees that no equipment purchased with Agreement funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. Agreement funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with Agreement funds.

19.3 Contractor shall maintain accurate and complete records on all equipment and property obtained with Agreement funds to include:

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

19.4 The Contractor is fully and solely responsible for the insuring, safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Agreement funds. Contractor shall inform the City of incidents of loss, theft, damage or destruction of equipment (as defined in 19.1 above) or property, excluding supplies and consumables, purchased or leased with Agreement funds.

19.5 All equipment purchased under this Agreement shall be fully insured against fire, loss and theft. Contractor shall, at a minimum, provide the equivalent insurance for real property and equipment acquired with Agreement funds as provided to other property acquired or owned by the Contractor.

19.6 Upon request, Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

19.7 Contractor shall 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

19.8 Relative to property, equipment and supplies purchased with Head Start grant funds: For individual equipment purchases in the amount of $5,000.00 or greater or cumulative purchases in the amount of $100,000.00 or greater, Contractor shall obtain prior approval from the Managing City Department.

Contractor shall not split the purchase of a line item with a value greater than the preceding thresholds in order to avoid obtaining approval from the Managing City Department.

19.9 Contractor will maintain a system for tracking, on an ongoing basis, inventory of equipment and supplies purchased with Head Start funds that either (i) has a purchase price of $5,000.00 or greater; or (ii) meets such other criteria as City may prescribe (and which City shall notify Contractor as appropriate). Upon request, Contractor will provide City a status report of the current inventory of equipment and supplies meeting these requirements. City shall have the right to review and approve Contractor's inventory tracking system.

19.10 City reserves the right to require transfer of property acquired with funds awarded under this Agreement as provided in 45 C.F.R. Part 75, including but not limited to §75.316 *et seq*.

19.11 Contractor acknowledges and agrees that City is the intended third-party beneficiary of any and all facility leases with third-parties to which Contractor is or becomes a party in connection with the approved Program sites listed in Exhibit I-A to **Attachment I**, or as a consequence of this Agreement. As such, Contractor shall use its best efforts to cause the lessor of any such lease to execute an acknowledgment prepared by City that City is an intended third-party beneficiary of such lease. Contractor shall honor all of its material obligations under any and all such leases. Contractor shall stay in good standing under any and all such leases and Contractor shall immediately notify City in writing in the event of any breach or alleged breach of any such lease that could result in the termination of such lease. Contractor shall submit to City for review and approval all non-disturbance, subordination and similar agreements it is requested to execute in connection with any such lease. In the event of an event giving rise to a right of first refusal in favor of Contractor under any such lease, Contractor shall promptly notify City of such event and allow City to step into Contractor's shoes at tenant under such lease in order to exercise such right.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.

(A) Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must fully comply with its own established mileage recording policies. Mileage records are subject to spot-checks by City auditors and monitors. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

(B) Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Agreement, Contractor shall:

1) obtain City's prior approval, unless such expense has been previously submitted and approved as part of Contractor's budget, and provide City with detailed documentation of such business travel expense(s), (any amount over approved budgeted amounts must be pre-approved by City or such overage will not be paid),
2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration,
3) purchase all business travel at economy class rates and shall document such, and
4) maintain supporting documentation for conferences to include itineraries and documentation certifying conference attendance and provide such documentation to City upon request.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

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

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Agreement, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 Contractor shall not assign or transfer Contractor's interest in this Agreement or any portion thereof without the written consent of the City, and if applicable, the Grantor of the Grant Funds. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval by the City Council of the City of San Antonio if permitted by all applicable local, state and federal laws, and in the following circumstances:

A. an increase in funding (the cause of which is unrelated to the reason set forth in Section 24.1(E) below) of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Agreement funding during the term of this Agreement shall not exceed the foregoing amount;

B. modifications to the Scope of Work set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the substantive parameters set forth in the original Scope of Work, also set forth in **Attachment I** hereto;

C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Section 3.1 of this Agreement remains unchanged (these modifications may be accomplished through Budget Revisions);

D. modifications to the insurance provisions described in Article IX of this Agreement that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department.

E. decreases (and increases if the City agrees to allocate additional enrollment slots to Contractor) in Agreement funding based upon Head Start Program enrollment levels, and modifications to Agreement 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 Agreement that are required as a result of a modification made pursuant to this Section 24.1(E).

24.2 Contractor's Superintendent shall have the authority to execute an amendment of this Agreement to the same extent as the Director of the Managing City Department under Section 24.1 of this Agreement without the necessity of seeking any further approval by Contractor's Board of Trustees, if not otherwise prohibited by federal or state law or regulation or prohibited by Contractor's policies, rules or Board directives.

24.3 Contractor further agrees that except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing and approved by HHS.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Agreement shall be sub-contracted without the prior written consent of the City and the Grantor of the Grant Funds, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the Parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Agreement, and as such, this Agreement will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Agreement, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors with this Agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

25.5 Contractor understands and agrees that all subcontracts for performance of this Agreement in excess of $10,000.00 must address termination for cause and for convenience, including the manner by which the termination will be effected and the basis for settlement.

XXVI. OFFICIAL COMMUNICATIONS

26.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

City:	Contractor:
Director	Superintendent
Department of Human Services	San Antonio Independent School District (SAISD)
106 S. St. Mary's Street, Suite 700	141 Lavaca
San Antonio, TX 78205	San Antonio, TX 78210

Notices of changes of address by either Party must be made in writing delivered to the other Party's last known address within five (5) business days of the change.

XXVII. VENUE

27.1 Contractor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be bought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XXVIII. GENDER

28.1 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.

XXIX. REPRESENTATIONS AND OTHER OBLIGATIONS

29.1 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that (s)he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Whether a non-profit or public entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Upon request by the City, Contractor shall provide Managing City Department verification of the foregoing requirements.

29.2 This Agreement is based on the representation of Contractor that it is financially viable, solvent, and accountable for its expenditures; that it has the continuing capability to furnish the non-Federal Share of the cost of operating its approved Contractor Program; and that Program funds disbursed to Contractor will be expended only for allowable costs in the implementation of the Contractor Program which is the subject of this Agreement. Contractor represents that there are no financial limitations or impediments that would make it not viable, solvent and accountable such that the flow of Program funds might be diverted away from the operation and maintenance of the Program which is the subject of this Agreement.

29.3 In the event that circumstances arise which might result in interference with Contractor's ability to provide the services which are the subject of this Agreement, Contractor agrees to inform City of those circumstances immediately upon their discovery. Contractor agrees that reimbursement to Contractor, upon reasonable notice, may be suspended by City until such financial circumstances giving rise to the possible interference with the operation of the Program have been eliminated, provided, however, that authorized expenditures made prior to the suspension, and approved by City shall be disbursed pursuant to the terms of this Agreement.

XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither Party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 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, then and in that event it is the intention of the Parties hereto 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 herein; it is also the intention of the Parties hereto 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.

XXXIII. NON-WAIVER OF PERFORMANCE

33.1 No waiver by City of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall 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 herein contained. Further, any failure of City to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

XXXIV. CONTRIBUTION PROHIBITIONS

34.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory to a proposed contractual relationship that applies for a "high profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Agreement has made such a contribution, the City may not award the Agreement to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-risk 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.

34.2 Contractor acknowledges that the City has identified this Agreement as high profile.

34.3 Contractor 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 signor of this Agreement violate this provision, the City Council may, in its discretion, declare the Agreement void.

XXXV. ENTIRE AGREEMENT

35.1 This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the Parties hereto and contain all of the terms and conditions agreed upon, 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.

In witness of which this Agreement has been executed the _____ day of _____, _____ and is effective for the term hereof.

CITY OF SAN ANTONIO:

_____
Melody Woosley, Director
Department of Human Services

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR:
San Antonio Independent School District (SAISD)

_____
Pedro Martinez, Superintendent

_____
Board President (if required by Agency)

ATTACHMENTS

Attachment I – Scope of Work
Attachment II – Program Budget
Attachment III – Special Provisions
Attachment IV – HHS Award Document
Attachment V – HIPAA Business Associate Agreement, if applicable
Attachment VI – Additional OMB Provisions

SCOPE OF WORK

1. Summary

The Contractor shall ensure full enrollment and shall serve the number of income and age eligible children as indicated below, and perform Head Start services in accordance with the Head Start Performance Standards as provided in Head Start Regulations, 45 CFR Part 1301 *et seq* with the Head Start Act, as amended, 42 U.S.C. 9831 *et seq* and with the terms of this Contract. The Contractor will operate full day classroom(s) at the City approved sites for a minimum of 177 days of planned class operations for the Head Start grant period.

Number of children in full day care on the first day of the program:	2,243
Minimum number of children with disabilities:	224
Service Area:	Children who reside in San Antonio and are served in the Edgewood Independent School District

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

A. Contractor shall have primary responsibility for the verification of eligibility, recruitment, enrollment, selection of children, and attendance, in accordance with the ERSEA policies established by the City. Contractor shall work jointly with Family and Community Support Service staff conducting recruitment activities, receiving applications, determining eligibility, and completing enrollment forms for Contractor's service area. Contractor shall ensure that it is in compliance with the eligibility, recruitment, selection, enrollment and attendance provisions of the Head Start Act, the Head Start Performance Standards and the City's program policies and other guidance.

B. Contractor shall establish and maintain full funded enrollment of 777 Head Start eligible children in the Contractor's Program from the first day of operations. Funded enrollment means the number of children which the Contractor is to serve, as indicated by the City and terms of this Contract. To maintain full enrollment, Contractor must ensure that once it determines that a vacancy exists, no more than 30 calendar days may elapse before the vacancy is filled. Contractor will document for the City its efforts to fill all vacancies within 30 calendar days.

C. If full funded enrollment is not maintained for a period of 30 days the City may reduce Contractor's funding at the established per capita rate based on the difference between funded enrollment slots and actual enrollment. Contractor shall develop at the beginning of each enrollment year and maintain during the year a waiting list that ranks children according to the program's selection criteria and ERSEA policies. Children on this waiting list may include children who are currently enrolled in the State Pre-Kindergarten program. If Contractor is underenrolled and does not have a waiting list, Contractor will fill any vacancies in the federal Head Start classrooms, and in doing so, may recruit from the state Pre-K classes. City shall have the right to place additional children in Contractor's Program, in coordination with the Contractor, up to the point where Contractor is fully enrolled.

D. Contractor must develop a plan that includes recruitment, selection and enrollment services in accordance with City's established ERSEA policies and, in a manner that will promote children receiving two (2) years of Head Start services or more if appropriate. Contractor must submit to the City, its August Program Design that establishes intact and separate 3-year old and 4-year old classrooms at prior to the first day of school If there is a change in the Program Design at any point during the school year, Contractor must notify the designated Head Start staff in writing within 48 hours of time such change was made. If Contractor is unable to implement the required Program Design, Contractor must inform the City and receive City approval before establishing an alternative Program Design.

E. In accordance with the Head Start Act, Contractor shall ensure that a minimum of 10% of the children enrolled in Contractor's Program are children with disabilities who are determined to be eligible for special education and related services. Contractor must meet this 10% requirement by mid-point of the program year, as determined by the City.

(i) If Contractor recognizes that it is having difficulty in meeting the percentage with disabilities requirement during its enrollment, recruitment and selection period. Contractor must provide the City with the following:

a. a written description of specific steps the Contractor has taken to meet the requirement in the current program year to include efforts made to collaborate with the local agencies providing services under Section 619 and Part C of IDEA, and an explanation of why, despite these efforts, it was unable to meet the 10% requirement

b. a written confirmation from the local IDEA agencies of Contractor's efforts to actively collaborate with them to promote the enrollment of children with disabilities and specific efforts to recruit and enroll eligible children with disabilities; and

c. a written description of the Contractor's proposed approach to improve the enrollment of children with disabilities to reach the 10% requirement to include a description of how the IDEA agencies in the community will work with the Contractor to implement this approach

(ii) Additionally, if Contractor is unable to meet the 10% requirement, the City shall have the right to place additional children with disabilities in Contractor's Program up to the point where Contractor achieves a 10% enrollment of children with disabilities. City and Contractor shall coordinate placement of additional children with disabilities.

F. Contractor agrees that when the monthly average daily attendance rate in a center-based program falls below 85 percent, Contractor shall initiate and collaborate with the City in the provision of absentee services in accordance with §1305.8 of the Head Start Performance standards. Absentee services include analyzing the cause of absenteeism and the provision of 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. Contractor shall establish procedures for the removal of children from the program due to the lack of attendance in accordance with the City's policies.

3. Program Services

A. Contractor shall provide Head Start Program Services (hereinafter defined) to eligible children in the Service Area. Such services shall be provided to eligible children within Contractor's Service Area(s) without regard to age, race, creed, color, sex, or national origin. Any proposal to extend or modify the Service Area(s) or the sites at which services are to be delivered shall be formally submitted in writing to City for approval.

B. Contractor shall provide (i) Education and Early Childhood Development Services; (ii) Child Disability Services; and (iii) Child Nutrition Services , and shall collaborate with City to ensure the provision of Family and Community Support Services, Child Mental Health, Medical Health Services and Dental Health Services, to meet the needs of the children and families served by Contractor's Program ("Head Start Program Services"). Contractor agrees that, notwithstanding the fact that another Head Start service provider under the City of San Antonio Head Start program may be contracted to provide a category of service, Contractor, under the leadership of its Head Start Program Director will be responsible for coordinating with Head Start service providers and working with the City to ensure provision of full array of services to which the children are entitled under the Terms of the Grant. Contractor shall also coordinate with other Independent School Districts, health service providers and agencies in the community in order to provide comprehensive services to the children and families served by the Program and to leverage community resources

C. Contractor shall establish and maintain an organizational structure that supports the accomplishment of Program objectives, addresses the major functions and responsibilities assigned to each staff position and provides evidence of adequate mechanisms for staff supervision and support to ensure the effective oversight of the Head Start program operations. Contractor shall ensure that, at a minimum, the following program management functions are assigned to and adopted by staff within the Program:

(i) Program management must be assigned to an individual serving in the role of the Head Start Director. This individual must have demonstrated skills and abilities in a management capacity relevant to human services program management and must have ultimate responsibility for ensuring the children enrolled in Contractor's Head Start program are provided (by Contractor or a collaborating Head Start service provider) the full array of services to which the children are entitled under the Terms of the Grant.

(ii) Management of education and early childhood development must be assigned to an individual serving in the role of an Education and Early Childhood Development Coordinator. This individual and any additional supporting staff or consultants must have training and experience in areas that include theories and principles of child growth and development, early childhood education, and family support. Staff and consultants must meet the qualifications for classroom teachers, as specified in the Head Start Act, Section 648A, and any subsequent amendments.

(iii) Management of health services, including medical and dental health, must be assigned to an individual serving in the role of a Health Services Coordinator. The City recommends that this individual and any additional supporting staff or consultants have training and experience in public health, nursing, health education, maternal and child health, or health administration. Contractor must also coordinate with health service providers and follow established protocols to facilitate health care providers' ability to ensure children receive all the required Head Start health services.

(iv) Management of child nutrition services must be assigned to an individual serving in the role of a Nutrition Services Coordinator. This individual and any supporting staff or consultants must be supported by staff or consultants who are registered dietitians or nutritionists. This person must also coordinate with City and City's nutrition services provider(s).

(v) Coordination with mental health services provider(s) must be assigned to an individual serving in the role of an Education and Early Childhood Development Coordinator, Health Services Coordinator or Disabilities Coordinator. The City recommends that this individual have experience in serving children and families with mental health needs. . This person must also coordinate with City and City's mental health services provider(s).

(vi) Coordination with family and community support services staff, including parent activities, must be assigned to an individual serving in the role of a Family and Community Support Services Liaison. The City recommends that this individual and any supporting staff or consultants have training and experience in field(s) related to social, human, or family services, and shall coordinate with City.. It is also recommended that parent involvement services be supported by staff or consultants with training, experience, and skills in assisting the parents of young children in advocating and decision-making for families.

(vii) Management of disabilities services must be assigned to an individual serving in the role of Disabilities Coordinator. This individual and any supporting staff or consultants must have training and experience in securing and individualizing needed services for children with disabilities, and shall coordinate with City.

(viii) Management of ERSEA responsibilities must be assigned to an individual serving in the role of ERSEA Coordinator. This individual and any supporting staff or consultants must have knowledge, training, and experience in the enrollment, recruitment, selection, eligibility and attendance provisions of the Head Start Act, the Head Start Performance Standards; and the City's program policies and other guidance.

(ix) Management of monitoring responsibilities must be assigned to an individual serving as the Monitoring Coordinator. This individual and any supporting staff or consultants must have knowledge, training and experience with the Head Start Performance Standards, the Head Start Act, and monitoring of the Head Start Program. Contractor shall ensure these individuals further develop their knowledge about the various Head Start content areas.

Contractor shall ensure that members of program's management team and any other necessary staff provide uninterrupted Head Start Program management services throughout the Agreement term, including during the summer months so as to ensure adequate planning, coordination and performance of critical program activities. Critical program activities include, but are not limited to ongoing recruitment activities and services, determination of eligibility, development of a waitlist for the upcoming school year, and completion of enrollment.

D. Contractor shall provide the following education and early childhood development services in compliance with the requirements of 45 C.F.R Part 1304.21, *et. seq,*:

i. Contractor must help children gain the skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life; the Contractor's approach to child development and education must be developmentally and linguistically appropriate, recognize the child's rate of development, language, cultural background and learning style; be inclusive of children with disabilities; provide an environment of acceptance that supports and respects gender, culture, language, ethnicity and family composition; provide a balanced daily program of child-initiated and adult-directed activities; and allow and enable children to independently use toilet facilities when it is developmentally appropriate and the efforts are supported by the parents.
ii. Contractor shall 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; provide opportunities to increase parents' child observation skills and to share assessments with staff that will help plan the learning experience; and encourage parents to participate in staff-parent conferences and home visits to discuss their child's development and education.
iii. Contractor must support social and emotional development by encouraging development which enhances child's strengths by building trust; fostering independence; encouraging self-control and respect for feelings and rights of others; supporting and respecting the home language, culture, and family composition in ways that support the child's health and wellbeing; and planning for routines and transitions.
iv. Contractor must provide for the development of each child's cognitive and language skills by supporting each child's learning, using various strategies including experimentation, inquiry, observation, play and exploration; ensuring opportunities for creative self-expression through activities such as art, music, movement, and dialogue; promoting interaction and language use among children and between children and adults; and supporting emerging literacy and numeracy developments through materials and activities according to the child's developmental level.
v. Contractor must promote each child's physical development by providing 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 providing an appropriate environment and adult guidance for the participation of children with special needs.
vi. Contractor, in collaboration with the parents, must implement a researched-based curriculum that aligns with the Head Start Child Development and Early Learning Framework (HSCDELF, 2010), and Pre-kindergarten Guidelines that supports each child's individual pattern of development and learning; provides for the development of cognitive skills; integrates all educational aspects of the health, nutrition, and mental health services into program activities; helps children develop emotional security, facility in social relationships, feelings of competence, self-esteem, and positive attitudes toward learning; enhances each child's understanding of self as an individual and as a member of a group; and provides individual and small group experiences both indoors and outdoors.
vii. Contractor must create and implement a plan of action to establish and achieve school readiness

goals that are age appropriate and will address at a minimum the domains of language, literacy, cognition, motor and physical well-being, social and emotional development and approaches to learning; and achieve the integration with the Parent, Family, and Community Engagement Framework. Contractor will update school readiness goals on an annual basis, analyze achievement, and identify areas for improvement. As part of this plan of action, the Contractor must align the program's curriculum with school readiness goals to include improving the quality of teacher-child interactions, evidence-based teaching practices and curriculum and inclusion of parents to support school readiness.

viii. Contractor will assess child progress on an ongoing basis and conduct data aggregation and submit analysis of child progress assessments to the City at least three times per year (at the beginning, midpoint and end of school year) to demonstrate program-level progress. Contractor will also provide the City direct access to the assessment data management system for the purposes of aggregating, analyzing, and producing program-wide reports. Contractor will make mid-year adjustments in instruction and/or professional development support should patterns or trends be identified in the analysis and coordinate with City as needed. Contractor must maintain and use the information from ongoing child assessment data to inform teachers and survey parents how best to individualize each child's learning and progress across domains.

ix. Starting with the 2016-2017 school year, Contractor shall have in place a formal, written teacher coaching plan that is research or practice-based to address professional development of Head Start teachers. Once such a plan is created or if such a plan currently exists, the Contractor shall provide a written plan to the City by September 2016 for the following school year.

E. Contractor shall perform the following services as it relates to the specific service listed below in compliance with the requirements of 45 C.F.R Parts 1304.20, 1304.22, 1304.23, 1304.24 and 1304.40:

i. Child Health and Developmental Services

a. Contractor shall be responsible for performing the following no later than 90 calendar days from the child's entry into the program: (1) make a determination as to whether or not each child has an ongoing source of continuous, accessible health care. If the child does not, Contractor must assist the parents in accessing a source of care; and (2) obtain from a health care professional a determination as to whether the child is up-to-date on a schedule of age appropriate preventive and primary health care, which includes medical, dental and mental health. This schedule must incorporate the requirements for the schedule utilized by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the State, and the latest immunization recommendations issued by the Centers for Disease Control and Prevention, as well as any additional recommendations from the local Health Services Advisory Committee. Contractor shall collaborate with health service providers and parents to facilitate and expedite the provision of these services.

b. Contractor shall collaborate with the Head Start health service providers and Family Community support staff to develop and implement procedures for ongoing care to identify any new or recurring medical, dental, or developmental concerns so that it can quickly make the appropriate referrals.

c. Contractor, in collaboration with the parents, and within 45 calendar days of the child's entry into the program, must perform or obtain linguistically and age appropriate screening procedures to identify concerns regarding the child's developmental, sensory (visual and auditory), behavioral, motor, language, social, cognitive, perceptual, and emotional skills. The annual behavioral and developmental screenings of all three (3) and four (4) year old children must be performed in accordance with Texas Health Steps' EPSDT.

d. Contractor must use the information from the screening for developmental, sensory, and behavioral concerns, and ongoing observations, medical and dental evaluation and treatments, and insights from the child's parents to help staff and parents determine how the program can best respond to each child's individual characteristics, strengths and needs.

ii. Child Health and Safety

a. Contractor must establish and implement policies and procedures to respond to medical and dental health emergencies with which all staff are familiar and trained, to include posted

policies and plans of action; posted locations and telephone numbers of emergency response systems and up-to-date family contact information and authorization for emergency care; posted emergency evacuation routes and other safety procedures for emergencies; methods of notifying parents in the event of an emergency; and established methods for handling cases of suspected or known child abuse and neglect.

b. Contractor must temporarily exclude a child with a short-term injury or an acute or short-term injury or an acute or short-term contagious illness, that cannot be readily accommodated, from program participation in center-based 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.

c. Contractor must not deny admission to any child, nor exclude any enrolled child from program 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 Contractor's policies or by providing appropriate auxiliary aids.

d. Contractor must establish and maintain written procedures regarding the administration, handling, and storage of medication for every child.

e. Contractor must ensure staff and volunteers can demonstrate safety practices; foster safety awareness among children and parents by incorporating it into child and parent activities; and ensure staff, volunteers and children follow the appropriate hygiene requirements.

f. Contractor must have and maintain well-supplied first aid kits, appropriate for all ages served and the program size, at each facility and available on outings away from the site.

iii. Child Nutrition

a. Contractor must 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.

b. Contractor must design and implement a nutrition program that meets the nutritional needs and feeding requirements of each child, and takes into account the length of the program day.

c. Contractor must ensure that nutritional services in center-based settings contribute to the development and socialization of enrolled children and ensure that at all meals are served family style.

d. Contractor must use funds from USDA Food and Consumer Services Child Nutrition Programs as the primary source of payment for meal services.

e. Contractor shall participate in the USDA School Lunch or Child and Adult Care Food Program.

- Pursuant to City policies, Contractor must report amount of meals and snacks served to Head Start children on a monthly basis to City.

iv. Child Mental Health

a. Contractor must work collaboratively with parents to solicit information, observation, and concerns about their child's mental health; share staff observations of their child and discuss with parents their child's behavior and development.

b. Contractor must 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. Contractor may work with a variety of mental health agencies subject to compliance with Section 38.010 of the Texas Education Code when applicable. Contractor may utilize Independent School Districts and other community mental health resources, as needed.

v. Family and Community Support

a. Contractor, in collaboration with family and community support staff, must provide parent

involvement and education activities that are responsive to the ongoing and expressed needs of the parents.

b. Contractor, in collaboration with family and community support staff, must provide opportunities to include parents in the development of the program's curriculum and approach to child development and education.

c. Contractor shall collaborate with the City, Head Start service providers and other community agencies to provide opportunities to enhance parenting skills, knowledge and understanding of the educational and developmental needs and activities of their children.

d. Contractor must conduct two (2) home visits, unless parents expressly forbid such visits, and at least two (2) staff-parent conferences per child per program year to enhance the knowledge and understanding of the educational and developmental progress and activities of children in the program. Contractor must not require that parents permit home visits as a condition of the child's participation in the program.

e. Contractor, in collaboration with family and community support staff, must establish and maintain procedures to support successful transitions for enrolled children and families from previous child care programs into Head Start and from Head Start to elementary school; and assist parents in becoming their children's advocates as they transition.

F. Contractor shall encourage parent participation and attendance in center parent meetings, Parent Connection Committee meetings, Head Start Policy Council, volunteer events, and other parents' activities.

G. Contractor shall submit an annual program School Readiness Plan of Action according to the timeline and requirements provided by the City. Such School Readiness Plan must be developed in compliance with Program Instruction ACF-PS-11-04 and ACF-IM-HS-11-06. Each Provider shall maintain a School Readiness Leadership Team that includes, at a minimum, teachers, site administrators, parents, and Education and Family Support staff. The School Readiness Leadership Teams meet no less than twice per year to review, revise and discuss outcomes as applicable to the defined school readiness goals.

H. The Contractor shall submit to City all Contractor eligibility, recruitment, selection, enrollment, attendance, performance and staffing plans, which must be in accordance with the City's policies.

J. Contractor shall provide a substantial portion of the substantive programmatic work provided for under this Scope of Work, Attachment I, directly. However, should Contractor desire to perform this work through one or more subawards to third parties, it shall seek and obtain City's written approval prior to doing so. In all such subawards, Contractor shall ensure that it passes through all of the requirements that apply to Contractor hereunder to the subrecipient of such subawarded funds.

K. Contractor shall establish an ongoing monitoring system and conduct internal monitoring of operations throughout the program year, notifying the City when the Contractor identifies possible or actual lack of compliance with the Head Start Performance Standards, Head Start Act, City's program policies or terms of this Contract. Contractor's monitoring system shall be a Contractor-developed monitoring instrument or checklist prepared no less than quarterly, and must include monitoring of all fiscal matters relating to the Head Start Program and this Agreement. Contractor will make copies of monitoring reports available to the City upon request.

4. <u>Program Governance</u>

A. Contractor's Governing Board shall be in full compliance with Head Start requirements regarding governance, management and programmatic operations applicable to recipients of Head Start grant funds, including those set forth at 45 C.F.R. §1301 *et. seq.* Contractor's Governing Board members or representative of the Board shall be offered the opportunity to participate in Board education activities arranged by City. Contractor shall also offer the Governing Board members or representative of the Board the opportunity to engage in a cooperative strategic planning process with respect to the Program and shall submit any final strategic plans developed through such process to City for approval.

B. Contractor shall assure that City is kept fully apprised of the composition and actions of Contractor's Governing Board to the extent such actions affect Contractor's Head Start Program.

C. Contractor shall seek and obtain the City's written approval before making any material revisions in Contractor's Head Start Program that conflicts with or violates (i) the City's refunding application, as amended, to the U.S. Department of Health and Human Services (HHS), (ii) the Terms of the Grant, (iii) the terms of this Contract; or (iv) any changes to the locations of Contractor's Head Start centers.

D. Contractor shall collaborate with the City and Family and Community Support service staff to elect one or more parent members from center locations to serve on City's Head Start Policy Council in accordance with the Policy Council By-laws.

5. Licensure/Staffing

A. Contractor shall obtain and maintain all necessary and appropriate State licenses, permits, certifications, and approvals required for the operation of Contractor's facilities and programs including those supported by this Contract, unless exempt from such requirement. Upon commencement of the Contract, Contractor shall notify the City that it is in compliance with this provision. If at any time Contractor is out of compliance with this provision, Contractor shall notify the City within one (1) Contractor business day of receipt of written notice of violation or complaint from the state licensing, certifying or permit-issuing authority indicating lack of licensure, permitting or certification, as the case may be, and shall take all necessary steps to cure such violation. Contractor further agrees that all personnel, either employed or contracted, assigned by Contractor to perform the Head Start Program Services set forth above shall, as appropriate or required by law, be fully qualified and authorized under applicable law, to perform such Head Start Program Services.

B. Contractor will ensure that staffing will comply with the Head Start Performance Standards, this Agreement, and other applicable law.

6. Facilities.

All Contractor facilities at the approved sites shall meet applicable federal, state and local safety standards. Contractor shall at all times during the term of this Contract, keep the facility, including play grounds, campus and classroom furniture and equipment, kitchens, restrooms and other areas within the building in good, clean, safe, and reasonable operating condition and repair, and in compliance with Head Start standards. If facilities are found to be out of compliance with Head Start Health and Safety standards, then Contractor shall take corrective action in accordance with subsection B. City shall be allowed to inspect the facilities and the licensing and/or certification documents relating to the facility during Contractor's normal operating time as long as the said inspection does not disrupt the delivery of Head Start Program Services, or at any other time as agreed by the Contractor. Upon commencement of this Agreement and upon request, Contractor shall provide City an up-to-date copy of any leases or other agreements (as well as any amendments or modifications thereto) for facilities used to provide services to children enrolled in the Head Start program and funded pursuant to this Agreement.

A. In the case of non compliance with the Head Start Health and Safety standards, the City will notify the contractor via a monitoring report with photographs when possible.

B. When any work order request is submitted for necessary internal repairs at Head Start Centers, Contractor shall address such problem within 10 Contractor business days from the submission of the work order or from the time the need for repair is brought to the attention of Contractor whichever is earlier. For larger and/or more expensive projects, the Contractor Head Start Director shall notify City in writing of the timeline for projected completion as soon as reasonably practicable.

C. City will follow-up on all Health and Safety non-compliances immediately following the 10 days for corrective actions to be completed and submit a follow-up report stating either completed or not completed.

7. Participation.

Contractor shall make time and resources available to support: (i) participation by Contractor in meetings with City staff for community assessment, self-assessment, strategic planning, development of training and technical assistance plan, communication and program development activities; (ii) participation in technical assistance trainings and service enhancements developed by City and the Head Start training and technical assistance service provider, as well as other Head Start trainings that may be developed by relevant federal or state agencies; and (iii) an appropriate level of attendance of Contractor's program management team and parent committee members at national, regional and/or State Head Start conferences/trainings.

Contractor, in collaboration with Family and Community Support Service staff, shall ensure that resources are made available through reasonable accommodations to low-income parents to participate, and attend any Parent Connection Committee meetings.

8. Transportation Services/Vehicles.

Contractor shall provide transportation services in compliance with the requirements of 45 CFR part 1310, et. seq., subject to any waiver that may be obtained by City and/or Contractor.

A. Contractor shall successfully complete an annual inspection of all school buses and other vehicles used for the transportation of children under this Contract.

B. Contractor shall ensure that all drivers shall be certified for the operation of said vehicles, and that all bus monitors assigned to vehicles used to provide such services receive the appropriate training. Contractor shall otherwise be in compliance with all applicable federal, State, and local requirements governing the transportation of children.

C. Contractor shall, upon request, submit to City a complete set of such documents regarding the vehicles used for the transportation of children and the drivers operating the vehicles.

9. Submission of Center Information and Program Design

A. Prior to execution of the Contract, Contractor shall submit to the City for its approval a Center list, which shall include the number of centers and the name and address for each center operated by Contractor. If at any time Contractor proposes a change to the Center list, Contractor shall notify and receive the City's approval prior to making said change.

B. Prior to execution of the Contract, Contractor will submit to the City the Contractor's Program Design, which shall include, the total number of children enrolled, number of sites, number of classrooms, classroom age group designation, language designation, and hours of operation, among other things. If at any time Contractor proposes a change to the Program Design, Contractor shall request and receive the City's approval prior to making said change.

Attachment II

[INSERT THE PROGRAM BUDGET]

AGENCY NAME: San Antonio ISD

PROGRAM NAME: City of San Antonio Head Start Program

TERM OF CONTRACT: February 1, 2016 to January 31, 2017

Categories	Federal Share Funding	Non-Federal Share Match	Total Budget	Federal Admin Funding	Non-Federal Admin Match	Total Admin Budget	
Salaries	$9,094,070	$2,960,760	$12,054,830	$646,933	$500,761	$1,147,694	
Fringe Benefits	$2,673,970	$0	$2,673,970	$200,101	$0	$200,101	
TOTAL PERSONNEL	$11,768,040	$2,960,760	$14,728,800	$847,034	$500,761	$1,347,795	
Travel	$2,000	$0	$2,000	$2,000	$0	$2,000	
Equipment	$0	$0	$0	$0	$0	$0	
Supplies	$28,000	$0	$28,000	$0	$0	$0	
Contractual	$45,000	$0	$45,000	$0	$0	$0	
Other	$0	$0	$0	$0	$0	$0	
TOTALS	$11,843,040	$2,960,760	$14,803,800	$849,034	$500,761	$1,349,795	9%

Signature of Agency Authorized Representative — Date 12-2-15

Signature of Agency's Head Start Director — Date

This section reserved for COSA use only

Reviewed by: 12/2/15
Contract Monitor Signature and Date

12/4/15
Fiscal Monitor Signature and Date

Approved by: 12/02/15
COSA Head Start Administrator Signature and Date

12/4/15
Fiscal Manager Signature and Date

Attachment II

City of San Antonio Head Start Program
San Antonio ISD
February 1, 2016 to January 31, 2017

B Category	C Category Description Job Title	D # of Positions	E Salary/Wage per Pay Period	F # of Pay Periods	G Total Annual Salary Columns D x E x F	H % Allocated to Head Start	I TOTAL BUDGET Column G x H	J Federal Reimbursement Amount from Column I	K Non Federal In Kind Amount from Column I	L TOTAL PROGRAM Columns J + K	M Federal Admin Reimbursement Amount from Column J	N Non Federal Admin In Kind from Column K
											Total Admin Costs = M + N	
Salaries	Teacher- BA Degree	99	4,387	12	5,211,694	100%	5,211,695	5,211,695		5,211,695		
Salaries	Instructional Assistants	115	1,419	12	1,958,122	100%	1,958,122	1,958,122		1,958,122		
Salaries	Head Start Senior Director	1	9,257	12	111,088	75%	83,316	83,316		83,316	83,316	
Salaries	Asst HS Director/Sr.Coordinator	1	7,254	12	87,049	50%	43,524	43,524		43,524	43,524	
Salaries	HS Program Design Coordinator	2	5,649	12	135,564	100%	135,564	135,564		135,564	135,564	
Salaries	HS Compliance Monitors	5	4,327	12	259,608	100%	259,608	259,608		259,608	259,608	
Salaries	HS Education Specialist Coor II	2	5,104	12	122,504	75%	91,878	91,878		91,878		
Salaries	HS Disability Coordinator	1	5,560	12	66,726	100%	66,726	66,726		66,726		
Salaries	HS Behavior Mgmt Specialist	2	5,022	12	120,529	100%	120,529	120,529		120,529		
Salaries	HS Nutritionist Coordinator	1	4,803	12	57,637	100%	57,637	57,637		57,637		
Salaries	Administrative Asst. III	1	3,141	12	37,697	75%	28,273	28,273		28,273	28,273	
Salaries	Administrative Asst. III	0	3,086	12	0	50%	0	0		0	0	
Salaries	HS Health/Safety Coordinator	1	4,623	12	55,481	100%	55,481	55,481		55,481		
Salaries	HS Mental Health Coor.	0	5,789	12	0	100%	0	0		0		
Salaries	HS Family Services Coor.	1	5,283	12	63,392	75%	47,544	47,544		47,544		
Salaries	HS Parent Facilitators	2	1,872	12	44,935	75%	33,701	33,701		33,701		
Salaries	Administrative Asst, I Data Clerk)	2	2,467	12	59,213	75%	44,410	44,410		44,410	44,410	
Salaries	Admin. Asst, I (Health Data Clerk)	1	2,564	12	30,770	100%	30,770	30,770		30,770	30,770	
Salaries	Data Specialist/ERSEA Supervisor	1	4,771	12	57,247	75%	42,935	42,935		42,935	21,468	
Salaries	Registered Nurses	4	4,356	12	209,070	100%	209,070	209,070		209,070		
Salaries	HS Custodians	9	1,828	12	197,418	100%	197,418	197,418		197,418		
Salaries	Substitutes	1	29,529	12	354,345	100%	354,345	354,345		354,345		
Salaries	Extra Duty	1	802	12	9,620	100%	9,620	9,620		9,620		
Salaries	Part-Time Administrative Support (2)	2	496	12	11,904	100%	11,904	11,904		11,904		
Salaries	*Center Principals*	4	6,586	11	289,768	100%	289,768		289,768	289,768		144,884
Salaries	*Admin. Asst II - Center Secretary*	4	2,548	11	112,090	100%	112,090		112,090	112,090		112,090
Salaries	*Admin. Asst II - Center Data Clerk*	4	2,662	11	117,133	100%	117,133		117,133	117,133		117,133
Salaries	*Admin. Asst I - Center Office Clerk*	4	1,506	11	66,270	100%	66,270		66,270	66,270		66,270
Salaries	*Center Head Custodian*	4	2,547	11	112,055	100%	112,055		112,055	112,055		
Salaries	*Accounting Manager*	1	6,038	10	60,384	100%	60,384		60,384	60,384		60,384
Salaries					0		0			0		
Salaries	*Bilingual Teachers*	24	4,529	9	978,160	100%	978,160		978,160	978,160		
Salaries	*Teacher Assistants (Floaters)*	55	1,664	9	823,705	100%	823,705		823,705	823,705		
Salaries	PPCD Teachers	5	4,757	10	237,828	100%	237,828		237,828	237,828		
Salaries	PPCD Teacher Assistants	10	1,634	10	163,367	100%	163,367		163,367	163,367		
Fringe	FICA						681,780	681,780		681,780	50,485	
Fringe	Life Insurance; Dental; Long Term Disability							0		0		
Fringe	Retirement						1,181,249	1,181,249		1,181,249	90,563	
Fringe	Health Insurance						722,888	722,888		722,888	52,661	
Fringe	Worker's Compensation						82,685	82,685		82,685	6,123	
Fringe	Unemployment Ins.						5,368	5,368		5,368	270	
Travel	Official Travel (out of town)	ChildPlus & NAYCE Conference					2,000	2,000		2,000	2,000	
Equipment	Equipment >$5,000 per unit cost									0		
Equipment	Equipment >$5,000 per unit cost,									0		
Equipment	Equipment >$5,000 per unit cost,									0		
Equipment	Equipment >$5,000 per unit cost,									0		
Supplies	Office Supplies									0		
Supplies	Classroom Supplies						13,000	13,000		13,000		
Supplies	Medical and Dental Supplies						15,000	15,000		15,000		
Supplies	Janitorial Supplies									0		
Supplies	Tools, Apparatus and Accessories (Under $100 each)									0		
Supplies	Computer Software									0		
Supplies	Cap <5000 - Computers									0		
Supplies	Cap <5000 - Machinery & Equipment									0		
Supplies	Cap <5000 - Furniture & Fixtures									0		

Attachment II

City of San Antonio Head Start Program
San Antonio ISD
February 1, 2016 to January 31, 2017

B Category	C Category Description	D # of Positions	E Salary/Wage per Pay Period	F # of Pay Periods	G Total Annual Salary	H % Allocated to Head Start	I TOTAL BUDGET	J Federal Reimbursement Amount	K Non Federal In Kind Amount	L TOTAL PROGRAM	M Federal Admin Reimbursement Amount (Total Admin Costs = M + N)	N Non Federal Admin In Kind
Contractual	Fees to Professionals (Must be Specific)>									0		
Contractual	Fees to Professionals (Must be Specific)>									0		
Contractual	Fees to Professionals (Must be Specific)>									0		
Contractual	Contractual Services: (Must be Specific)>	Circle and Lap 3 Assessments					45,000	45,000		45,000		
Contractual	Contractual Services: (Must be Specific)>									0		
Contractual	Contractual Services: (Must be Specific)>									0		
Contractual	Contractual Services: (Must be Specific)>									0		
Contractual	Other Contractual Services: (Must be Specific)>									0		
Other	Staff Development/Training/Seminars(Parent&Staff)									0		
Other	Advertising and Publications									0		
Other	Membership Dues and Licenses									0		
Other	Binding Printing and Reproduction									0		
Other	Subscriptions to Publications									0		
Other	Transportation Fees-Staff Mileage									0		
Other	Transportation Fees- Field Trips -Children									0		
Other	Maint - Buildings and Improvements									0		
Other	Maint - Machinery & Equipment									0		
Other	Maint & Rep- Automotive									0		
Other	Mail and Parcel Post									0		
Other	Rental of Office Equipment									0		
Other	Rental of Facilities									0		
Other	Alarm and Security Services									0		
Other	M&R Parts Automotive									0		
Other	Food for children/staff (NOT reimbursed by USDA)									0		
Other	Telephone/Fax/Internet									0		
Other	Cellular Phone Service									0		
Other	Motor Fuel and Lubricants									0		
Other	Software Licensing									0		
Other	Gas and Electricity									0		
Other	Water and Sewer									0		
Other	General Liability Insurance									0		
Other	Building Insurance									0		
Other	Vehicle Insurance									0		
Other	Equipment Insurance									0		
Other	Relocation Expense/Cost of Moving									0		
Other	Depreciation (Limited to Non-Federal Share)									0		
Other	In-Kind Parent Participation (Limited to Non-Federal Share)									0		
Other	In-Kind Volunteers (Limited to Non-Federal Share)									0		
Other	In-Kind Other									0		
	TOTAL BUDGET						14,803,800	11,843,040	2,960,760	14,803,800	849,034	500,761

ADMIN COSTS= (M+N) / I 9%

TOTALS BY CATEGORY/CLASS	I TOTAL BUDGET	J Federal Reimbursement Amount	K Non Federal In Kind Amount	L TOTAL PROGRAM	M Federal Admin	N Non Federal Admin
SALARIES	12,054,830	9,094,070	2,960,760	12,054,830	646,933	500,761
FRINGE	2,673,970	2,673,970	0	2,673,970	200,101	0
TRAVEL	2,000	2,000	0	2,000	2,000	0
EQUIPMENT	0	0	0	0	0	0
SUPPLIES	28,000	28,000	0	28,000	0	0
CONTRACTUAL	45,000	45,000	0	45,000	0	0
OTHER	0	0	0	0	0	0
TOTAL BUDGET	14,803,800	11,843,040	2,960,760	14,803,800	849,034	500,761

Attachment II

ATTACHMENT III
SPECIAL PROVISIONS — Program Year 2016-2017

I. RESTRICTIONS ON USE OF FUNDS OR PROPERTY

In addition to the other applicable restrictions on the use of Head Start funds provided under this Contract, the Contractor is prohibited from:

1) using or transferring funds provided under this Contract for purposes other than authorized Head Start activities;

2) using, pledging, granting a security interest in, or otherwise encumbering any right under this Contract or any property acquired with funds provided under this Contract as collateral or security for any loan, note debenture, bond or any other debt instrument;

3) using any funds provided under this Contract for payment of principal or interest on any loan, note, debenture, bond or any other debt instrument, other than those approved in the 45 C.F.R. Part 74 and by the City

II. REQUIREMENTS FOR PARTICIPATION IN CHILD PLUS DATA SYSTEM

2.01 Child Plus is an electronic case management system managed and licensed by the City. This system maintains child files and an overall wait list and streamlines the process for program entry, qualification, position reservation and referrals. Child Plus enhances performance and improves the overall efficiency of data processing and automation systems in support of Head Start initiatives and is used to compile the annual Program Information Report (PIR).

2.02 Contractor shall:

a) maintain and support Child Plus Data System
b) provide a data entry specialist for Child Plus Data System that will be responsible for entering all required data into the system and who will be the designated contact person with regard to data entries;
c) attend meetings with the City's Child Plus vendor and City staff to ensure continuity and commitment to the this system;
d) support all design, development, testing and implementation protocols as established by the City by carrying out and complying therewith;
e) participate in preliminary and final testing of the system using City protocols;
f) provide the technical detail required for matching Contractor's system with the Child Plus Data System environment;
g) allow City and its vendor to install data encryption software on the Child Care System Database network; and
i) 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 Head Start project.

2.03 Both Parties agree to:

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

III. CONFIDENTIAL DATA

3.01 The Parties to this Contract 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)

3.02 Contractor understands that City intends to enter into additional agreements with other providers of child care services ("Additional Collaborators") in order to promote the success of the Head Start project. Confidential Data may be shared by City, Contractor, and any Additional Collaborator, except that all parties shall share such information in compliance with state and federal laws relating to confidentiality. All Additional Collaborators shall be required to enter into a written agreement with City containing the confidentiality requirements set forth in this Section III.

3.03 Each Party shall establish a method to secure the Confidential Data in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting a Party to this Contract or an Additional Collaborator, or such Party's authorized representative's right of access to that Party's Confidential Data.

3.04 Neither Party shall disclose or publish Confidential Data or public school education data to any individual or organization that is not a Party to this Contract or an Additional Collaborator, unless required by law or a lawful order of a court of competent jurisdiction. Each Party shall take measures within its organization to ensure that Confidential Data or public school education data is accessible only by those persons working on the Head Start project, or directly providing other public school education / child care services, and only for the purpose of performing or assisting with services required by the Head Start project or other specific public school education / child care services.

3.05 Either Party may disclose Confidential Data to a third party ("Third Party") under contract or affiliated with that Party for the sole purpose of performing or assisting with services required in relation to the Head Start project or other specific child care services, and in compliance with state and federal laws relating to confidentiality. Confidential Data provided to a Third Party shall remain confidential and written confirmation by such Third Party that the Third Party will conform to the requirements of this section shall be provided to the Party prior to delivery of any information to the Third Party.

Attachment IV

[INSERT THE HHS AWARD DOCUMENT]

Attachment V

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the City of San Antonio ("Covered Entity"), and the San Antonio Independent School District, a Business Associate ("BA").

WHEREAS, the City of San Antonio and BA have entered into an agreement to provide Head Start services ("Service Contract"), effective February 1, 2016; and

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

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

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

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

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

(1) "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.

(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) "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.

(6) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

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

(8) "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.

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

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

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

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

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

(5) Ensure that 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 Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards to protect such information;

(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 Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(11) Will immediately, and in no event later than 14 days of discovery, notify Covered Entity of any breach of PHI 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.

C. Permitted Uses and Disclosures by BA

(1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 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 Agreement shall commence on the date on which it is fully executed or contract start date of February 1, 2016. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Service Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary 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 Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI, except as required by law.

(b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and

disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

G. Amendment to Comply with Law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

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

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

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

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

L. ***LIMITED LIABILITY. CONTRACTOR AND THE CITY ACKNOWLEDGE THEY ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND ARE SUBJECT TO, AND COMPLY WITH THE APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE CIVIL PRACTICE AND REMEDIES CODE, SECTION 101.001, ET. SEQ., AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH..***

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 Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

O. **Assignment.** Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval ofBA.

P. **Entire Agreement.** This Agreement constitutes the complete agreement between BA and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contract or any such later agreement(s), the terms of this Agreement shall control unless the

terms of such Service Contract comply with the 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 Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

Q. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXECUTED to be effective February 1, 2016.

COVERED ENTITY
City of San Antonio

Melody Woosley, Director
Department of Human Services

BUSINESS ASSOCIATE:
San Antonio Independent School District

Pedro Martinez, Superintendent

APPROVED AS TO FORM:

Kristine Duff
Assistant City Attorney

Attachment VI

Additional OMB Provisions

from Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by HHS or the City, all contracts made by the City under the Federal award must contain provisions covering the following, as applicable (2 C.F.R. 200, Appendix II).

Hereinafter in this Attachment VI, Center shall be referred to as "contractor."

Provision	Page Number
Equal Employment Opportunity	**2**
Davis Bacon Act	**4**
Contract Work Hours and Safety Standards Act	**9**

Attachment VI

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

During the performance of this contract, contractor agrees:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to CONTRACTOR's books, records, and accounts by the U.S. Department of Health and Human Services ("HHS") and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Attachment VI

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HHS may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request HHS to enter into such litigation to protect the interests of the United States.

Attachment VI

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

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

(1) Minimum wages.

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

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

(ii)

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an

authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(3) Payrolls and basic records.

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

and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HHS. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HHS, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HHS or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner,

take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program,

the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

Attachment VI

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

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

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

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

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

Attachment II

Contract No. _____

STATE OF TEXAS	*	**HEAD START AGREEMENT FOR EDUCATION SERVICES BETWEEN THE CITY OF SAN ANTONIO & EDGEWOOD INDEPENDENT SCHOOL DISTRICT (EISD)**
COUNTY OF BEXAR	*	
CITY OF SAN ANTONIO	*	

This Agreement 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 Human Services pursuant to Ordinance No. _____ dated _____, and Edgewood Independent School District (EISD), 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") to set forth the objectives, understandings, and agreements between the Parties in connection with the use of Head Start grant funds as described herein. This Agreement is made and entered into by the Parties pursuant to the authority granted under the Interlocal Cooperation Act, Texas Gov't Code 791 *et seq.*

WITNESSETH:

WHEREAS, the City has received a grant pursuant to the Head Start Act (42 U.S.C. §9831 *et seq.*, as amended) (the "Grant") for the purpose of providing Head Start services to children and families in the San Antonio and Edgewood Independent School Districts; and

WHEREAS, the City is authorized by the U.S. Department of Health and Human Services ("HHS"), Administration for Children and Families ("ACF"), and desires, through its Department of Human Services (hereinafter referred to as "Managing City Department") to execute an agreement with Contractor to provide Head Start services to children residing in the Edgewood Independent School District (hereinafter referred to as the "Project" or "Program"); and

WHEREAS, Contractor desires, and is appropriately licensed and qualified, to enter into this Agreement with City and agrees to deliver the services described herein in accordance with applicable Head Start Performance Standards and other requirements more fully set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, City and Contractor agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Contractor's Scope of Work, attached hereto and incorporated herein for all purposes as **Attachment I**, this Agreement, and the Terms of the Grant (hereinafter defined). If the terms of this Agreement are inconsistent or in conflict with applicable Terms of the Grant, the applicable Terms of the Grant shall be controlling, unless the inconsistency or conflict results from more stringent requirements set forth in this Agreement, in which case the terms imposing the most stringent requirements upon the Contractor shall control.

1.2 For purposes of this Agreement, the terms listed below shall have the following meanings:

(A) "Terms of the Grant" shall mean all requirements of the Grant, whether contained in the Head Start Act, as amended by the Improving Head Start for School Readiness Act of 2007 (42 U.S.C. §9831, et seq.), or other applicable statutes, implementing regulations (e.g., 45 C.F.R. §1301 et seq. (the "Head Start Performance Standards" or "Performance Standards") and 45 C.F.R. Part 75, as amended), rules, Executive Orders, the award document from U.S. Department of Health and Human Services ("HHS") to the City, Relevant HHS Directives, or elsewhere, including, but not limited to circulars, Program Instructions, Information Memorandums and Policy Clarifications, the City's policies and procedures

and the program design manual applicable to the Head Start Program, as such requirements exist as of the date of this Agreement and as such requirements may be established or modified (by amendment, deletion, addition or otherwise) during the period of the Agreement.

(B) "Relevant HHS directives" shall mean regulations, manuals, guidelines, or other oral or written directives of HHS or any subdivision thereof, including the Administration for Children and Families, Head Start Bureau, the Program Operations Division and ACF Region VI, as such regulations, manuals, guidelines, or other oral or written directives shall be made applicable to the Grant or Grantee.

1.3 Contractor shall establish and implement policies and procedures governing personnel, financial management, and programmatic management, as specified more fully in 45 C.F.R Parts 1301 *et. seq,* and/or 45 C.F.R. Part 75. Such policies and procedures shall be consistent with the Terms of the Grant, the policies and procedures approved by the Grantee's Policy Council and Governing Body, and content and service plans.

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

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on February 1, 2016 and shall terminate on January 31, 2017.

III. CONSIDERATION

3.1 In consideration of the services to be delivered by Contractor, the City will reimburse Contractor a total amount not to exceed $4,102,560.00 ("the Federal Share") during the period in which this Agreement is in effect for costs incurred in accordance with the Program Budget attached 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 all of the non-Federal Share funds (20% of the total Program Budget, or $1,353,618.00) 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. Contractor may provide additional non-Federal share funds if Contractor, in its discretion, determines such funds are available. To meet the requirements of this Agreement, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 75.306, as applicable.

3.2 Prior to commencement of the Agreement, Contractor shall submit to City for its approval Contractor's proposed monthly budget by line item for the entire term of the Agreement along with its program Budget, including detail by category alone. Until the City receives the initial proposed monthly budget for the entire term of the Agreement and prior to the City's approval, the City reserves the right to redirect the funding City has proposed be allocated to Contractor under this Agreement. City shall notify the Contractor of the amount redirected and the revised Agreement funding. Additionally, throughout the term of the

Agreement, Contractor shall submit on or before the last day of each month a forecast of the projected monthly expenses for each month remaining in the Agreement so that the City may review and compare actual expenses to projected expenditures and address issues associated with Contractor's expenditure rate (e.g., on or before March 31, 2015, Contractor shall submit the projected expenses by month for April, May, and so on until January 31, 2016). Contractor's budgeted development and administrative costs (as defined by 45 C.F.R. §1301.32) shall not exceed twelve percent (12%) of the Program Budget, unless the total Program Budget is modified in accordance with this Agreement in which case this amount shall be reduced proportionately unless the Parties otherwise agree.

3.3 Approval required. Contractor shall seek and obtain City's (City's Head Start Program Administrator and the Managing City Department's Fiscal Administrator) prior written approval 30 calendar days before making budget modifications. City may make exceptions to the 30-day notice requirement on a case by case basis, but otherwise Contractor must make request in writing or via email to the City's Head Start Program Administrator. Contractor's written request must be accompanied by a justification for the change and indicate which lines items are affected by such change

3.4 Contractor understands and agrees that should Contractor fail to meet or maintain its funded enrollment level as set forth in the Scope of Work which failure continues for a thirty (30) day period, City may reduce Contractor's funding by an amount equal to the difference between funded and actual enrollment at the per capita rate.

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

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

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

3.6 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds from HHS to meet City's liabilities hereunder. This Agreement may be terminated by the City if HHS terminates the City as a grantee or reduces the amount granted to City, for any reason; provided that, if the reduction of grant funds does not result in complete unavailability of such funds, the Parties will use best efforts to amend this Agreement accordingly. City will promptly notify Contractor of any such HHS action.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of services provided by the Contractor in accordance with the terms of this Agreement. Allowable costs are defined as those costs, which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Article XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in **Attachment II** of this Agreement, unless (a) a subsequent budget revision has been approved in accordance with the procedure set forth in Section 3.3 and signed by the Director of the Managing City Department in cases where the total Agreement Budget remains the same, or (b) an amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Agreement in cases where there is an increase or decrease to the total Agreement Budget. Approved budget revisions and amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Agreement to the budget shall mean the budget as revised through approved budget revisions or amendments. Budget revision requests shall be submitted in advance of anticipated expense(s). The City will not accept budget revision requests submitted after December 31, 2016, unless Contractor requests a

reasonable extension before that date, which shall not be unreasonably denied by City. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Agreement. Contractor shall remit to City within ten (10) Contractor business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) Contractor business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Agreement, the term, "Contractor business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by Contractor for Contractor employees.

4.2 If specific circumstances require an advance payment on this Agreement, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Agreement. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. For purposes of this Agreement, the term "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees, except in those instances where this Agreement expressly calls for "Contractor business days." In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner so long as services have been performed by the subject vendor, defined as not later than (10) business days after the Contractor is notified that an advance payment check is available from the City.

(B) The Contractor must deposit Agreement funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all Agreement funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which Agreement funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made with Agreement funds.

(C) The City may deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Agreement term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City not later than the forty-fifth (45th) day after the end of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor as soon as reasonably practicable, but not later than 30 calendar days of receiving a valid and approved Request for Payment.

4.5 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 February 1, 2016 through January 31, 2017, no later than March 15, 2017. In addition, all purchase orders that have been encumbered by January 31, 2017 must be received and paid no later than March 15, 2017. In the event of early termination of this Agreement, Contractor shall submit the information 45 calendar days from the early termination date of the Agreement. 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.

4.6 Contractor agrees that the City shall not be obligated to any subcontractors or third party beneficiaries of the Contractor.

4.7 Contractor shall maintain a financial management system, and acceptable accounting records in accordance with 45 C.F.R. § 75.302 *et seq*, , and that provide for:

(A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Agreement. If accrual basis reports are required, the Contractor shall develop accrual data for its reports 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 shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall 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 Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Article XII hereof, and the terms of the award, grant, or contract, with the City;

(G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.8 Contractor agrees that Contractor 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.

4.9 Contractor shall establish and abide by a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project or funded pursuant to this Agreement. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the Program so as to assure Head Start Grant funds provided hereunder do not subsidize other program(s). Contractor must ensure that costs allocated and charged to the Head Start grant are not charged to other Federal, State or Local awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons. Contractor shall provide to City prior to the beginning of the Agreement term (i) a matrix identifying the shared use of such facilities and/or program services; and (ii) the Cost Allocation Plan and supporting documentation, along with its Budget, financial statements and audit that are applicable to the Contractor's Project. City shall have the right to approve the Cost Allocation Plan.

4.10 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 as of January 31, 2016, which balance or Statement sheet shall be due to the City no later than February 15, 2016. Reimbursement shall be made within 20 calendar days of written notification to Contractor of the need for reimbursement.

4.11 Upon expiration or early termination of this Agreement, or at any time during the term of this Agreement, all unused funds, rebates, advances exceeding allowable costs, or credits on-hand or collected thereafter relating to the Project, shall be returned by Contractor to the City within twenty (20) days of receipt of written notice.

4.12 Upon execution of this Agreement or at any time during the term of this Agreement, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

V. PROGRAM INCOME

5.1 For purposes of this Agreement, "program income" shall mean earnings of Contractor realized from activities resulting from this Agreement or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from Agreement-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Agreement; and if applicable, payments from clients or third parties for services rendered by Contractor pursuant to this Agreement. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department does not specify a timeframe for Contractor to return program income to City, then Contractor must return such program income to City on the same date that Contractor submits its statement of expenditures and

revenues to the Managing City Department set forth in Article V, Section 5.4 of this Agreement. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Agreement.

5.3 Contractor shall provide the Managing City Department with thirty (30) calendar days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) calendar days of the activity that generates program income. The statement is subject to audit verification by the Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Agreement.

5.5 Contractor is prohibited from charging fees or soliciting donations and is prohibited from inviting or contracting with vendors who shall charge fees or solicit donations from Head Start participants and their parents in any Agreement-funded project without the prior written approval of the Director of the Managing City Department. However, Contractor may engage in general school activity that is not specifically targeted at Head Start families.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its award document from HHS. A copy of said award document is attached hereto and incorporated herein for all purposes as **Attachment IV**. From time to time, the award document may be amended or supplemented, and these shall be incorporated into the Agreement collectively as **Attachment IV**.

6.2 In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of the Managing City Department, as representatives of the City and the parties ultimately responsible for all matters of compliance with HHS and City rules and regulations, shall have the final authority to render or secure an interpretation. In the event that a dispute arises with regard to interpretation of regulations or law as it applies to this Agreement, Contractor may request that the City secure, and the City shall request an interpretation or opinion from HHS in order to assist in resolution of the dispute.

6.3 Contractor shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director of the Managing City Department.

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

6.5 The Contractor Board of Directors or Board of Trustees, as applicable, and Contractor's management staff shall adopt and approve an Employee Integrity Policy, in the event that Contractor has none, and internal program management procedures, and require all staff to abide by these and the Head Start standards as established in the HHS regulations, to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These policies and procedures shall require repayment of such erroneously received grant funds or property to the Contractor,

or to the applicable Head Start service provider from whom such grant funds or property was received, if other than the Contractor, and shall specify any other consequences to Contractor's employees and vendors involved in such illegal activities and may include but not be limited to termination and prosecution where necessary. Said policies and procedures shall be provided to the Managing City Department upon request by the Managing City Department. In the event that the Managing City Department finds the policies and procedures to be lacking, the Managing City Department may recommend revision.

6.6 Contractor 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. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $500.00 for any given calendar month during the term of this Agreement unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next Contractor business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not deposited within the next Contractor business day from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. City agrees that stop payment orders shall not be issued due to the financial institution's posting policies that result in posting of checks for credit beyond the required timeframe so long as the checks are deposited within the required timeframe. Upon cancellation of any outstanding check, if deemed appropriate by City, such check may be reissued to the Contractor or if deemed by City not to be a valid expense, such check shall be immediately returned to the City.

(D) For checks other than petty cash reimbursement, Contractor shall adopt and comply with a policy requiring no less than two (2) signatures of authorized representatives of Contractor on each check. Said signatures may be computer generated so long as they are issued in accordance with Contractor's internal policies established to reduce the risk of fraud, theft, or embezzlement. Contractor understands and agrees that City's reimbursement is subject to compliance with this provision of the Agreement.

6.8 Wherever in this Agreement, Contractor is required to perform an action within a specified number of days or hours, Contractor may request additional time to perform. City shall give Contractor's request for additional time due consideration and shall grant Contractor's request whenever reasonable practicable, unless immediate compliance is required.

6.9 If the starting date of the Agreement term has already passed at the time of approval of the Agreement by Contractor, all deadlines imposed on Contractor for providing information to the City on or before the date of approval or within seven (7) Contractor business days of approval shall be extended in order for the Contractor to reasonably comply with the City's requirements; except and unless, the information has already been provided to the City. City and Contractor agree to confer and make best efforts to reasonably permit Contractor to comply with the extended deadlines.

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of funds provided under this Agreement, or cumulative funds provided by or through City, and does not have to comply with the provisions of Section 7.2, then during the term of this Agreement, the Contractor shall have completed an independent audit of Contractor's Head Start program and the reporting required submitted to the City within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the

Managing City Department a copy of the audit report including the corrective action plan(s) of the Head Start program on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter, within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

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

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, an audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and the U.S. Office of Management and Budget Circular ("Uniform Guidance") . Contractor shall also be required to 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 nine 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. A copy of this report must also be provided to City within this same time period. Contractor may submit reports through the following website: *http://harvester.census.gov/sac/*_and may also contact the Clearinghouse by telephone at (301) 763-1551 (local), 1-888-222-9907 or 1-800-253-0696 (toll free).

Per 2 C.F.R. 200.36, upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

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

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

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement..

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

7.5 The City reserves the right to conduct, or cause to be conducted, an audit or review of all funds received under this Agreement at any and all reasonable and necessary times required by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit, so long as it is limited to Contractor's services for the Head Start program. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during Contractor's normal business hours, and as often as deemed reasonably necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement and shall continue to be so available for a minimum period of four (4) years or whatever period is

determined necessary based on the Records Retention guidelines, established by applicable law for this Agreement. Said records shall be maintained for the required period beginning immediately after Agreement termination, save and except there is litigation or if the audit report covering such agreement has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

The City may, in its reasonable discretion, require the Contractor to use any and all of the City's accounting or administrative procedures that are in conformity with Generally Accepted Accounting Principles for state account standards in Texas in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement, and the Contractor shall abide by such requirements. Should a conflict exist between the parties' accounting procedures, Contractor shall use the stricter of the procedures.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor shall promptly refund such amount to the City no later than twenty (20) Contractor business days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may deduct such claims from subsequent reimbursements and shall notify Contractor prior to exercising this option. Contractor shall provide to City a full refund of such amount no later than twenty (20) Contractor business days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by check, cashiers check or money order. In the event that a dispute arises as to the allowability of an expenditure or charge pursuant to the federal regulations, then Contractor may request that the City secure, and the City shall request an interpretation or opinion from HHS in order to assist in resolution of the dispute. Should the City deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses, fees, fines and penalties associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Agreement. Delinquent debts that would otherwise be identified as allowable costs may be paid with Project funds after written approval of the Managing City Department.

7.7 If the City determines that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources. If after the audit is conducted it is determined that Contractor is in compliance with the contract then the cost of the audit, specifically the auditor's bill alone, shall be borne by the City. Contractor may recommend the hiring of alternate auditors, but the final decision on the selection of auditors shall rest with the City.

VIII. RECORDS, REPORTING, MONITORING AND INTELLECTUAL PROPERTY

8.1 In addition to those listed in this Agreement, the Contractor shall submit to the Managing City Department any and all reports as may be required of Contractor by HHS or as may be reasonably required of the City. Contractor shall incorporate and use a City approved tracking or information system, such as ChildPlus, for the delivery of comprehensive Head Start Services and collect, input and update all data required for the Program Information Report in accordance with the City's reasonable timeline to ensure the reporting of accurate and consistent information to HHS.

8.2 Additionally, Contractor shall maintain and furnish to City the following financial and programmatic information and reports, in such forms as the City may prescribe, and any others as may be required pursuant to the Head Start Act, as amended, and 45 C.F.R. Part 75:

a) End of the Month Enrollment (EOM) Report containing the information for the preceding month, submitted upon request;

b) Classroom Attendance Report , submitted by the 3rd business day of every month;

c) Classroom/Site Set up Information Report, submitted at the beginning of each program year or every time there are changes to the classroom/site set up;

d) Disability Services Monthly Report, submitted by the 15th day of every month, but if the 15th day of the month falls on a weekend or holiday, the report shall be due by the preceding business day;

e) THIS SECTION INTENTIONALLY LEFT BLANK

f) Head Start Service Provider total amount of United States Department of Agriculture (USDA) reimbursement received for Head Start children and staffshall be submitted on a monthly basis;

g) The total amount of public and private funds received by Contractor and the amount from each source;

h) Financial reports showing all actual and/or projected costs of the Program, an explanation of budgetary expenditures, Program Income, non-Federal Share amounts;

i) The results of the most recent financial audit involving the Head Start Program;

j) Reports showing employee credentials and a list of personnel serving to satisfy Contractor's in-kind non-Federal Share requirement;

k) Reports showing the wages of each employee;

l) Transition Activity Report, submitted by the 5th business day of every month;

m) Behavioral Services Activity Report, by the 5th business day of every month;

n) Student Assessment Data Analysis Report, as periodically required by the City;

o) Recruitment Activity Report, by the 15th of every month; but should the 15th fall on a weekend or holiday, the report shall be due the preceding business day;

p) Parent Engagement Activity Report, by the 10th of every month; but should the 10th fall on a weekend or holiday, the report shall be due the preceding business day;

q) Health Activities Report due by the due by the 10th of every month; but should the 10th fall on a weekend or holiday, the report shall be due the preceding business day;

r) Training and Technical Assistance Report, by the 5th business day of every month;

s) School Readiness Plan of Action update, due bi-annually by the 5th business days of December and June;

t) Child Development Outcomes Progress Report based on Contractor's assessment tool, submitted as directed or when requested by City;

u) Academic Progress Data, by June following each school year, and in a form and scope mutually agreed upon by the parties, on the academic performance of Head Start children who will remain in Contractor's Program, with the understanding that Contractor may utilize its own data assessment tool to evaluate the student progress; and

v) Any other information reasonably requested by City.

Contractor shall maintain all applicable and appropriate supporting documentation of costs, including but not limited to, payroll records, invoices, contracts or vouchers, and make these available to City upon request.

8.3 Contractor shall provide to the Managing City Department all information reasonably requested by the Managing City Department relating to the Contractor's Board functions, if applicable, including but not be limited to:

(A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
(B) THIS SUBSECTION INTENTIONALLY LEFT BLANK;
(C) Names and terms of Officers;
(D) THIS SUBSECTION INTENTIONALLY LEFT BLANK;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Board agendas relating to the Head Start Program to be submitted by electronic or facsimile transmission at the time of posting prior to each Board meeting. Prior to the time of posting, Contractor's administration shall attempt to notify City when a Head Start program item is anticipated to be placed on the agenda; and
(G) Minutes of every board meeting relating to the Head Start Program.

8.4 City reserves the right to reasonably request Contractor to provide additional records for travel expenses, long distance calls, faxes, internet service, cell phone calls, or other electronic communication devices charged to the budget associated with this Agreement.

8.5 If applicable, Contractor shall report all notices served, violations found or complaints filed with regard to licensing, or lack thereof, of Contractor's centers within one (1) Contractor business day of receipt of written notice from the State licensing, certifying or permit-issuing authority of a violation or complaint not counting weekends.

8.6 Contractor shall comply with federal Head Start Performance Standards (federal Head Start regulations), the Head Start Act and all applicable federal, state and local laws relating to child safety. Contractor shall establish and implement mutually agreeable administrative procedures to respond to medical, dental and other health emergencies with which all Head Start staff should be familiar and trained. These procedures shall include, among other things, methods of notifying parents in the event of a health emergency involving their children and established methods for handling cases of suspected or known child endangerment, abuse or neglect that are in compliance with applicable federal, state and local laws. If Contractor has knowledge of a claim or report of, or is aware of a program crisis related to, or suspects that media coverage would be negative due to, an incident of child endangerment, neglect or abuse of a Head Start child while in the Head Start program, Contractor shall contact the City's designated representative immediately, but not later than 24 hours, for the purpose of notification of the incident. Contractor shall contact the City's designated representative immediately even if the incident of child endangerment, neglect or abuse is not fully investigated by Contractor. If Contractor is unable to reach the City's designated representative, Contractor shall leave a verbal or written message via electronic mail notifying the City that Contractor is attempting to notify the City of an incident. Contractor further agrees to notify the parent of a Head Start child immediately, in any of the instances cited above, to include a situation in

which the parent's child has received physical discipline, whether or not the instance may be characterized as suspected child abuse.

8.7 Within a period not to exceed forty-five (45) calendar days after the expiration or early termination date of the Agreement, Contractor shall submit all final client reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums received and a release of all claims for said sums against the Project.

8.8 Contractor shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the Grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R §75.361, whichever is longer. Notwithstanding the foregoing, Contractor shall maintain all Agreement and Grant related documents for no less than four (4) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, Contractor agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later. Records for real property and equipment acquired with Head Start funds shall be retained for four (4) years after final disposition.

8.9 Contractor shall make available to City, HHS, or any of their duly authorized representatives, upon appropriate notice and unless otherwise prohibited by law, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Contractor's facility and to Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor shall, upon request, transfer certain records to the custody of City or HHS when City or HHS determines that the records possess long-term retention value unless otherwise prohibited by law, and subject to Contractor's right to use "educational records" as that term is understood under the Family Educational Rights and Privacy Act of 1974 ("FERPA").

8.10 The Contractor agrees to incorporate and use any City-approved tracking or information system for the delivery of comprehensive Head Start services. Contractor shall enter current, accurate and complete client data.

8.11 The Managing City Department is assigned monitoring, fiscal control, and evaluation of certain projects funded by the City with General or Grant Funds, including the Project covered by this Agreement. Therefore, Contractor agrees to permit City and/or HHS to evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement and to assess Contractor's compliance with applicable legal and programmatic requirements. At such times and in such form as may be required by the Managing City Department, the Contractor shall make available to the Managing City Department and the Grantor of the Grant Funds, if applicable, such statements, reports, records, personnel files (including evidence of criminal background check as required by Head Start regulations), client files, data, all policies and procedures and information as may be requested by the Managing City Department and shall permit the City and Grantor of the Grant Funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Contractor agrees that the failure of the City to monitor, evaluate, or provide guidance and direction shall not relieve the Contactor of any liability to the City for failure to comply with the Terms of the Grant or the terms of this Agreement. Regarding evidence of criminal background check(s), the parties agree that City will accept a written statement 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, HHS informs the City and / or Contractor that such written statement does not satisfy the requirements of the Terms of the Grant, Contractor agrees to provide additional information as may be legally permissible and as may be required by HHS or to cooperate with the City and HHS in order to resolve any conflict associated with provision of information related to criminal background checks.

8.12 City may, at its discretion, conduct periodic, announced monitoring visits to ensure program and administrative compliance with Head Start Performance Standards,, the Head Start Act and with Program goals and objectives for the agreement period. City reserves the right to make unannounced visits to Contractor Program sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery. Contractor Program staff shall be informed by City representative(s) upon arrival at Contractor's site of the expected purpose and length of visit so that accommodations may be made. City's representative(s) shall provide proper identification to ensure the safety and security of all parties. City's representative(s) visiting or entering a campus site where students are present shall comply with Contractor's rules and procedures under Contractor's Board policy series GKC ("Community Relations/Visitors to the Schools").

8.13 Contractor understands that the City will timely inform Contractor of the findings of any such review or monitoring, specifically any default under the Agreement or deficiencies in performance, and will inform Contractor in writing of Program strengths and weaknesses and specify a deadline for corrective action based upon contract or federal deadlines and the time needed for City to review, monitor and approve when necessary. The City will assist Contractor in finding solutions for Program improvement if and as appropriate.

8.14 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) Contractor business days of the request made to Contractor via electronic communication or by other form of written correspondence. 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 written 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.

8.15 (A) Unless disclosure is authorized by the City or is required by the Attorney General for the State of Texas or his duly authorized representative, Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information.

(B) If disclosure is permitted by law or required by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement.

(C) Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.15, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information to third parties. This Article VIII, Section 8.15 shall not be construed to limit HHS's, the City's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information and subject to Contractor's right to use "Educational Records" as that term is understood under FERPA. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are notified of the requirement to comply with the aforementioned obligations.

8.16 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means

information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if City receives a request under the Public Information Act (i.e., an open records request) for information within Contractor's possession pursuant to this Agreement, Contractor shall forward the requested documents to the City within two (2) Contractor business days of Contractor's designated liaison's receipt of the written request. If the requested information is confidential or may be kept confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating and/or authorizing confidentiality no later than three (3) Contractor business days Contractor's designated liaison's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party. The parties shall cooperate with each other to preserve confidential information or records that may be excluded from disclosure under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and/or the Texas Public Information Act; and the parties shall coordinate efforts to seek any required Attorney General decision for the protection of such information from release.

8.17 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor; however Contractor shall be entitled to maintain the confidentiality of "educational records" as that term is understood under FERPA and to use such records for educational purposes.

With the exception of student records, Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time unless otherwise prohibited by law. The parties agree that educational records created pursuant to Section 1.1 shall be maintained and utilized by Contractor as required by law. Contractor further agrees to turn over to City all such records upon termination of this Agreement, unless otherwise prohibited by law. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction or the Texas Attorney General or his designee, or as may be required or permitted by Contractor due to the record being an "educational record" as that term is understood under FERPA. The Managing City Department shall be notified of such request as set forth in Article VIII, Section 8.15 of this Agreement.

8.18 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and 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. 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") in the Project shall be solely vested in City. As owner of the tangible and intangible intellectual property, City shall have the right to reproduce, publish, authorize others to reproduce or publish, or otherwise use such material subject to confidentiality obligations as may be required by federal and /or state law for "educational records." Contractor agrees to

execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.19 In the event that Contractor desires to copyright material or to permit any third-party to do so, Contractor must obtain City's prior written approval to do so and must appropriately acknowledge City's support in any such materials.

8.20 Subject to obligations to maintain confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA Business Associate Agreement, attached hereto and incorporated herein for all purposes as **Attachment V,** and subject to the requirements of the Family Educational Rights and Privacy Act ("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 Contractor pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor. Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction; subject, however to Contractor's continuing rights regarding "educational records" as that term is understood under FERPA. City agrees that it will not release to the public "educational records" that come into its possession unless otherwise authorized by law.

IX. INSURANCE

9.1 Contractor and the City each maintain adequate general liability insurance coverage and self-insurance for worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

X. LIMITED LIABILITY

10.1 **CONTRACTOR AND THE CITY ACKNOWLEDGE THEY ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND ARE SUBJECT TO, AND COMPLY WITH THE APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE CIVIL PRACTICE AND REMEDIES CODE, SECTION 101.001, *ET. SEQ.*, AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH.**

XI. THIS ARTICLE INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

12.1 Contractor, and all of the work performed under this Agreement, shall 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 of San Antonio and Bexar County. Contractor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated. Contractor may request additional time to come into and demonstrate compliance, unless immediate compliance is required by the applicable Head Start regulations,

the Head Start Act, or Public Information Act request requirements. Should the City need to abide by some other law, rule, regulation, policy or procedure, such requirement will be made known to Contractor upon consideration of Contractor's request for additional time.

12.2 The Contractor 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 federal, state, or other granting entities. Contractor agrees to comply with all laws, ordinances, codes, rules, regulations, policies, and procedures, including licensing and accreditation standards applicable to the funds received by Contractor hereunder as directed by the City or as otherwise required in this Agreement, including but not limited to:

(A) The Head Start Act (42 U.S.C. §9831 *et seq.*, as amended);

(B) 45 C.F.R. Part 1301 *et seq.*;

(C) The Terms of the Grant;

(D) As applicable, 45 C.F.R. Part 75 ("Uniform Administrative Requiremnets, Cost Principles, and Audit Requirements for HHS Awards");

(E) Texas Child Care Licensing laws;

(F) The Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 *et. al.* titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," ("Uniform Guidance"), as applicable to the funds received by Contractor hereunder;

(G) Official record retention schedules as established by the Local Government Records Act of 1989; and

(H) The Texas Public Information Act, at Chapter 552, The Texas Government Code.

12.3 Contractor further understands and agrees:

(A) Contractor shall 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. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this Contract and the appropriate EPA Regional Office. Additionally, Contractor agrees to include these requirements in each subcontract to this Contract exceeding $150,000.00 financed in whole or in part with federal funds

(B) to 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) to 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) to include a provision requiring compliance with the Copeland "Anti-Kickback" Act (40 U.S.C 3145), as applicable under Appendix II of the OMB Uniform Guidance and as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States".

(E) to comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141–3144, and 3146–3148) and as applicable under Appendix II of the OMB Uniform Guidance , and as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, implementing regulations, and the relevant Additional OMB

Provisions attached hereto and incorporated herein for all purposes as **Attachment VI**, and to include a provision requiring compliance with the each in any construction contracts of more than $2,000.00, and report all suspected or reported violations to HHS.

(F) to comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), and any applicable implementing regulations. Contractor verifies it has tendered said Certificate to the City.

(G) to comply with the applicable standards under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§11431 *et seq.*), and any applicable implementing regulations, as may be applicable.

(H) to comply with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as applicable under Appendix II of the OMB Uniform Guidance, and as supplemented by Department of Labor regulations (29 CFR Part 5), relating to all contracts that involve the employment of mechanics or laborers, and the relevant provisions in **Attachment VI**, which provides, in part, that each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, that work in excess of the standard work week be compensated at a rate at least one and a half times the basic rate of pay, and that no laborer or mechanic must be required to work under conditions which are unsanitary, hazardous or dangerous.

(I) to 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 Contractor for the provision of regular or routine health care or day care or early childhood development (Head Start) services to children or for the use of the employees of the City or Contractor who provide such services.

(J) Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12.4 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707 and 8101-8106, as amended). Failure to comply with the above-referenced law could subject the Contractor to suspension of payments, termination of Agreement, and debarment and suspension actions.

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

(A) Title 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; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended
(F) Equal Pay Act of 1963, P.L. 88-38; and
(H) All applicable regulations implementing the above laws.

12.5.1 Further, if Contractor engages in any contract for construction, as defined by 41 C.F.R. Part 60-1.3, using Head Start funds 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, Contractor must comply with the Equal Employment Opportunity provisions in **Attachment VI** and all of the Executive Order and Code of Federal Regulations provisions previously cited in Section 12.5, and must include the provisions in any of its subcontracts.

12.6 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to, related to:

(A) worker's compensation;
(B) unemployment insurance
(C) timely deposits of payroll deductions;
(D) 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;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.7 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, and all regulations thereunder.

12.8 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations.

12.9 If applicable, 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 Agreement.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall:

(A) Participate in any decision relating to this Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or

(B) Have any direct or indirect interest in this Agreement or the proceeds thereof.

13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; anentity 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 entity, or ten (10) percent or more of the fair market value of the entity; an entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary entity.

13.6 Contractor warrants and certifies, and this Agreement is made in reliance thereon, that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child, sibling of first-degree relative of a City officer or employee 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). Contractor further warrants and certifies that is 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 – Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Agreement, the City shall have the right to terminate this Agreement by sending written notice to the Contractor of such termination, and specifying the effective date of termination.

(b) Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than 120 days following the day on which notice is sent (but which termination date shall not be later than the end of Contractor's fiscal year), unless earlier terminated under any other provision in this Agreement.

14.2 The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be reasonably determined by the City, and its decision shall be final. To the extent that compliance with an Agreement matter falls under HHS authority to review, or in the event that a dispute arises with regard to interpretation of regulations or law as it applies to this Agreement, Contractor may request that the City secure, and the City shall request an interpretation or opinion from HHS in order to assist in resolution of the dispute. It is further expressly understood and agreed by the Parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Agreement. Specifically, at the sole option of the City, the Contractor may be placed on

probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Agreement. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

14.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then the Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified by law.

14.5 Should the Contractor be debarred by federal government or the City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may be grounds for termination.

14.6 This Agreement is subject to the availability of federal grant funds to City and may be terminated by the City if HHS terminates the City as a grantee or reduces the amount granted to City, for any reason; provided that, if the reduction of grant funds does not result in complete unavailability of such funds, the Parties will use best efforts to amend this Agreement accordingly. City will promptly notify Contractor of any such HHS action.

14.7 In all instances of termination, Contractor shall not incur new obligations after the effective date of termination, and shall cancel as many outstanding obligations as possible. Contractor shall submit to City all required reports including a final financial statement which shall be a statement of all expenditures incurred by Contractor under this Agreement. City shall pay Contractor the full cost of obligations that City determines were not subject to cancellation if such costs are properly documented, allowable, within the approved budget, and unavoidably incurred by Contractor prior to termination or expiration. The foregoing shall constitute full and complete reimbursement for all of Contractor's performance under this Agreement.

XV. PROHIBITION OF POLITICAL ACTIVITIES

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

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

15.3 The prohibitions set forth in Article XV, Sections 15.1 and 15.2 of this Agreement include, but are not limited to, the following:

(A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

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

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed based upon then current reasonable evidence of impropriety, salaries paid to the Contractor under this Agreement may, at the City's discretion, be withheld until the situation is resolved.

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

XVI. PERSONNEL

16.1 Contractor shall establish and maintain an organizational structure that supports the accomplishment of Program objectives, addresses the major functions and responsibilities assigned to each staff position and provides evidence of adequate mechanisms for staff supervision and support to ensure the effective oversight of the Head Start program operations. Contractor shall ensure that, at a minimum, the program management functions listed in the Scope of Work are assigned to and adopted by staff within the Program.

16.2 Contractor acknowledges and agrees that Head Start guidelines and City policy require that Contractor shall staff each Head Start classroom with two teachers, or one teacher and a teacher's aide, at all times. To the fullest extent possible, Contractor shall staff each classroom with a volunteer in addition to the two paid staff persons. Additionally, Contractor will have adequate staff to fully implement all areas of program operations, including those having the specific management functions and expertise set forth in the Scope of Work.

16.3 At the beginning of this Agreement period, Contractor shall submit to City a report which specifically (a) lists the number and percentage of classroom personnel in its center based program having child development associate credentials or associate, baccalaureate or advanced degrees; and (b) describes to City Contractor's compliance with the goals described in Sections 16.3, 16.4 and 16.5 of this Agreement.

16.4 Contractor understands that the Head Start Act requires that grantees and their contractors, if any, ensure, and demonstrate upon request, that all of the teachers staffing its Head Start center-based program classrooms have (a) a baccalaureate or advanced degree in early childhood education; or (b) a baccalaureate or advanced degree and course work equivalent to a major relating to early childhood education, with experience teaching preschool-age children. Contractor agrees that during the term of this Agreement, Contractor will only employ teachers meeting the necessary qualifications.

16.5 Contractor understands that the Head Start Act requires that grantees and their contractors, if any, ensure, and demonstrate upon request, that all teaching assistants staffing its Head Start center-based program classrooms (a) have at least a child development associate credential; (b) are enrolled in a program leading to an associate or baccalaureate degree; or (c) are enrolled in a child development associate credential program to be completed within two (2) years of September 30, 2013. Contractor agrees that during the term of this Agreement, Contractor will only employ teaching assistants meeting the necessary qualifications.

16.6 Contractor understands that the Head Start Act requires that grantees and their contractors, if any, ensure, and demonstrate upon request, that all Head Start education coordinators in its center-based programs, including those who serve as curriculum specialists: (a) have the capacity to offer assistance to other teachers in the implementation and adaptation of curricula to the group and individual needs of children in

a Head Start classroom; and (b) have (i) a baccalaureate or advanced degree in early childhood education; or (ii) a baccalaureate or advanced degree and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children. Contractor agrees that during the term of this Agreement, Contractor will only employ education coordinators meeting the necessary qualifications.

16.7 Contractor agrees and acknowledges that each of its Head Start teachers shall attend not less than 15 clock hours of professional development per Contractor fiscal year. The term "professional development" means high-quality activities that will improve the knowledge and skills of Head Start teachers and staff, as relevant to their roles and functions, in program administration and the provision of services and instruction, as appropriate, in a manner that has a positive and lasting impact and improves service delivery to enrolled children and their families.

16.8 Contractor understands that the Head Start Act requires grantees and their contractors, if any, ensure and demonstrate upon request that all Head Start staff have the knowledge, skills, and experience they need to perform their assigned functions responsibly. Therefore, in addition to all other provisions in this article, Contractor agrees that Contractor's Head Start Director and all Program center site directors, site managers, content coordinators and other administrators must have education and/or training in the area of early childhood education and family support. To meet these obligations, Contractor will:

(A) only employ a Head Start Director, and Program center site directors, site managers, content coordinators and other Program administrators meeting the necessary qualifications;

(B) promptly notify City of any transfers and/or disciplinary actions affecting Head Start personnel referred to in subsection (A) of this section 16.8; and

(C) ensure, in the event a Head Start position referred to in subsection (A) of this section 16.8 is vacated for any reason, that a replacement meeting the necessary qualifications is hired within 60 calendar days or, following notification to City of a delay, as soon as reasonably practical, but not later than 90 days after the position first became vacant unless the parties come to a new mutually acceptable deadline.

16.9 Contractor shall create, in consultation with each of its employees, and implement a professional development plan for all Head Start employees who provide direct services to children. Contractor shall regularly evaluate such plans to determine their impact on teacher and staff effectiveness.

16.10 Contractor understands that the City shall periodically perform its own wage and salary comparison and shall issue such results to Contractor. Contractor understands and agrees that City shall have no obligation to reimburse Contractor in excess of wages to an employee that exceed the average rate of compensation paid to persons providing substantially comparable services in the area. For purposes of this Agreement, the City shall accept the wage information set forth in the most recent study commissioned by, or issued by, the Texas Association of School Boards, in determining the rate of reimbursement. Although the City may consider factors such as training and experience as affecting compensation levels, the City shall have the sole and absolute authority to determine the rate of City's reimbursement under the Agreement and its decision shall be final due to the City's obligation of ensuring that wage comparability studies meet the requirements of the Head Start Act and implementing regulations. Subject to the restriction set forth in 16.10, Contractor may compensate its employees above the rate the City will reimburse, so long as the additional compensation is not charged to the Agreement budget.

16.11 Contractor expressly understands and agrees that in accordance with 42 U.S.C. §9848, no portion of the Agreement funds provided hereunder may be used to pay its employee if compensation (including non-federal funds) to that employee exceeds $179,700.00, or the maximum authorized compensation as may be adjusted from time to time. Furthermore, Contractor agrees that all employees must devote to the Head Start Program the time proportionate to the percentage of their compensation funded through the Head Start program grant (e.g., employees who are one hundred percent (100%) funded through the Head Start grant must devote one hundred percent (100%) of their time and effort to support the Head Start program). Contractor agrees to submit employee certifications if requested by the City or HHS.

16.12 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance process. The grievance process will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.13 Contractor agrees to comply with all applicable federal regulations regarding the setting of, and maximum amount allowable for, salaries of Contractor's employees.

16.14 Contractor agrees to continue to work on placing written job descriptions for Head Start personnel in individual personnel folders for each position in the organization, or to have them placed online, until completed, but that all descriptions shall be filed or online no later than the expiration date of the Agreement. Contractor agrees to provide to the City specific job description(s) upon request.

16.15 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Agreement.

16.16 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through Agreement funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

17.1 Except in circumstances where the following is in conflict with federal law or regulations pertaining to the Head Start Program, Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against the City remains unresolved.

XVIII. FEDERAL AND CITY-SUPPORTED PROJECT

18.1 This Section is applicable to all publicity, public presentations, signs, press releases, public notices, flyers, brochures, marketing materials, and other informational material prepared, created, posted and/or disseminated during the term of the Agreement by Contractor. Contractor shall obtain City's prior approval of the language and logo, as applicable, to be used, and the Parties agree that all publicity regarding the establishment or operation of the Head Start Program affiliation between City and Contractor described herein shall be planned and implemented as mutually agreed to in advance by the Parties. Contractor agrees that all public notices and any publicity, signs and/or marketing materials regarding any program which is funded by this Agreement shall provide a written statement acknowledging the role of the Federal funds provided by HHS through City hereunder, which shall read as follows: "The City of San Antonio Head Start Program services provided by the Edgewood Independent School District 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 public notices or signs include, but are not limited to, signs identifying the facilities from which these programs are provided, and electronic media. In addition, all publicity related to Contractor's Head Start services shall note that the Program is operated on a non-discriminatory basis.

18.2 Contractor further agrees to provide City with a copy of all proposed official communications to the public, Head Start parents and employees as it may relate to the City's implementation of the City's Head Start Program model, the transition of Head Start contracts or transition of the Head Start Program, and to obtain the City's approval prior to dissemination.

XIX. PROPERTY, EQUIPMENT AND SUPPLIES

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Agreement's termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination of this Agreement. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with Agreement funds. It is understood that the terms, "equipment" and "property", as used herein, means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit and shall include not only furniture and other durable property, but also vehicles, but shall not include supplies and consumables.

19.2 Contractor agrees that no equipment purchased with Agreement funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. Agreement funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with Agreement funds.

19.3 Contractor shall maintain accurate and complete records on all equipment and property obtained with Agreement funds to include:

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

19.4 The Contractor is fully and solely responsible for the insuring, safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Agreement funds. Contractor shall inform the City of incidents of loss, theft, damage or destruction of equipment (as defined in 19.1 above) or property, excluding supplies and consumables, purchased or leased with Agreement funds.

19.5 All equipment purchased under this Agreement shall be fully insured against fire, loss and theft. Contractor shall, at a minimum, provide the equivalent insurance for real property and equipment acquired with Agreement funds as provided to other property acquired or owned by the Contractor.

19.6 Upon request, Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

19.7 Contractor shall 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

19.8 Relative to property, equipment and supplies purchased with Head Start grant funds: For individual equipment purchases in the amount of $5,000.00 or greater or cumulative purchases in the amount of $100,000.00 or greater, Contractor shall obtain prior approval from the Managing City Department.

Contractor shall not split the purchase of a line item with a value greater than the preceding thresholds in order to avoid obtaining approval from the Managing City Department.

19.9 Contractor will maintain a system for tracking, on an ongoing basis, inventory of equipment and supplies purchased with Head Start funds that either (i) has a purchase price of $5,000.00 or greater; or (ii) meets such other criteria as City may prescribe (and which City shall notify Contractor as appropriate). Upon request, Contractor will provide City a status report of the current inventory of equipment and supplies meeting these requirements. City shall have the right to review and approve Contractor's inventory tracking system.

19.10 City reserves the right to require transfer of property acquired with funds awarded under this Agreement as provided in 45 C.F.R. Part 75, including but not limited to §75.316 *et seq*.

19.11 Contractor acknowledges and agrees that City is the intended third-party beneficiary of any and all facility leases with third-parties to which Contractor is or becomes a party in connection with the approved Program sites listed in Exhibit I-A to **Attachment I**, or as a consequence of this Agreement. As such, Contractor shall use its best efforts to cause the lessor of any such lease to execute an acknowledgment prepared by City that City is an intended third-party beneficiary of such lease. Contractor shall honor all of its material obligations under any and all such leases. Contractor shall stay in good standing under any and all such leases and Contractor shall immediately notify City in writing in the event of any breach or alleged breach of any such lease that could result in the termination of such lease. Contractor shall submit to City for review and approval all non-disturbance, subordination and similar agreements it is requested to execute in connection with any such lease. In the event of an event giving rise to a right of first refusal in favor of Contractor under any such lease, Contractor shall promptly notify City of such event and allow City to step into Contractor's shoes at tenant under such lease in order to exercise such right.

XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.

(A) Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must fully comply with its own established mileage recording policies. Mileage records are subject to spot-checks by City auditors and monitors. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

(B) Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Agreement, Contractor shall:

1) obtain City's prior approval, unless such expense has been previously submitted and approved as part of Contractor's budget, and provide City with detailed documentation of such business travel expense(s), (any amount over approved budgeted amounts must be pre-approved by City or such overage will not be paid),
2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration,
3) purchase all business travel at economy class rates and shall document such, and
4) maintain supporting documentation for conferences to include itineraries and documentation certifying conference attendance and provide such documentation to City upon request.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

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

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Agreement, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

23.1 Contractor shall not assign or transfer Contractor's interest in this Agreement or any portion thereof without the written consent of the City, and if applicable, the Grantor of the Grant Funds. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval by the City Council of the City of San Antonio if permitted by all applicable local, state and federal laws, and in the following circumstances:

A. an increase in funding (the cause of which is unrelated to the reason set forth in Section 24.1(E) below) of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Agreement funding during the term of this Agreement shall not exceed the foregoing amount;

B. modifications to the Scope of Work set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the substantive parameters set forth in the original Scope of Work, also set forth in **Attachment I** hereto;

C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Section 3.1 of this Agreement remains unchanged (these modifications may be accomplished through Budget Revisions);

D. modifications to the insurance provisions described in Article IX of this Agreement that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department.

E. decreases (and increases if the City agrees to allocate additional enrollment slots to Contractor) in Agreement funding based upon Head Start Program enrollment levels, and modifications to Agreement 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 Agreement that are required as a result of a modification made pursuant to this Section 24.1(E).

24.2 Contractor's Superintendent shall have the authority to execute an amendment of this Agreement to the same extent as the Director of the Managing City Department under Section 24.1 of this Agreement without the necessity of seeking any further approval by Contractor's Board of Trustees, if not otherwise prohibited by federal or state law or regulation or prohibited by Contractor's policies, rules or Board directives.

24.3 Contractor further agrees that except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing and approved by HHS.

XXV. SUBCONTRACTING

25.1 None of the work or services covered by this Agreement shall be sub-contracted without the prior written consent of the City and the Grantor of the Grant Funds, if so required by said Grantor.

25.2 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the Parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Agreement, and as such, this Agreement will be subject to termination in accordance with the provisions hereof.

25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Agreement, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors with this Agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

25.5 Contractor understands and agrees that all subcontracts for performance of this Agreement in excess of $10,000.00 must address termination for cause and for convenience, including the manner by which the termination will be effected and the basis for settlement.

XXVI. OFFICIAL COMMUNICATIONS

26.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

City:	Contractor:
Director	Superintendent
Department of Human Services	Edgewood Independent School District (EISD)
106 S. St. Mary's Street, Suite 700	5358 W. Commerce Street
San Antonio, TX 78205	San Antonio, TX 78237

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.

XXVII. VENUE

27.1 Contractor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be bought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XXVIII. GENDER

28.1 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.

XXIX. REPRESENTATIONS AND OTHER OBLIGATIONS

29.1 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that (s)he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Whether a non-profit or public entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Upon request by the City, Contractor shall provide Managing City Department verification of the foregoing requirements.

29.2 This Agreement is based on the representation of Contractor that it is financially viable, solvent, and accountable for its expenditures; that it has the continuing capability to furnish the non-Federal Share of the cost of operating its approved Contractor Program; and that Program funds disbursed to Contractor will be expended only for allowable costs in the implementation of the Contractor Program which is the subject of this Agreement. Contractor represents that there are no financial limitations or impediments that would make it not viable, solvent and accountable such that the flow of Program funds might be diverted away from the operation and maintenance of the Program which is the subject of this Agreement.

29.3 In the event that circumstances arise which might result in interference with Contractor's ability to provide the services which are the subject of this Agreement, Contractor agrees to inform City of those circumstances immediately upon their discovery. Contractor agrees that reimbursement to Contractor, upon reasonable notice, may be suspended by City until such financial circumstances giving rise to the possible interference with the operation of the Program have been eliminated, provided, however, that authorized expenditures made prior to the suspension, and approved by City shall be disbursed pursuant to the terms of this Agreement.

XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither Party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 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, then and in that event it is the intention of the Parties hereto 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 herein; it is also the intention of the Parties hereto 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.

XXXIII. NON-WAIVER OF PERFORMANCE

33.1 No waiver by City of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall 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 herein contained. Further, any failure of City to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

XXXIV. CONTRIBUTION PROHIBITIONS

34.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory to a proposed contractual relationship that applies for a "high profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Agreement has made such a contribution, the City may not award the Agreement to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-risk 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.

34.2 Contractor acknowledges that the City has identified this Agreement as high profile.

34.3 Contractor 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 signor of this Agreement violate this provision, the City Council may, in its discretion, declare the Agreement void.

XXXV. ENTIRE AGREEMENT

35.1 This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the Parties hereto and contain all of the terms and conditions agreed upon, 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.

In witness of which this Agreement has been executed the _____ day of _____, _____ and is effective for the term hereof.

CITY OF SAN ANTONIO:

_____
Melody Woosley, Director
Department of Human Services

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR:
Edgewood Independent School District (EISD)

_____
Authorized Representative

Kenneth M. Jacobs
Printed Name

Interim Superintendent
Printed Title

_____
Board President (if required by Agency)

APPROVED AS TO FORM

_____
Attorney with E & P, LLP

ATTACHMENTS

Attachment I – Scope of Work
Attachment II – Program Budget
Attachment III – Special Provisions
Attachment IV – HHS Award Document
Attachment V – HIPAA Business Associate Agreement, if applicable
Attachment VI – Additional OMB Provisions

SCOPE OF WORK

1. Summary

The Contractor shall ensure full enrollment and shall serve the number of income and age eligible children as indicated below, and perform Head Start services in accordance with the Head Start Performance Standards as provided in Head Start Regulations, 45 CFR Part 1301 *et seq* with the Head Start Act, as amended, 42 U.S.C. 9831 *et seq* and with the terms of this Contract. The Contractor will operate full day classroom(s) at the City approved sites for a minimum of 177 days of planned class operations for the Head Start grant period.

Number of children in full day care on the first day of the program:	777
Minimum number of children with disabilities:	78
Service Area:	Children who reside in San Antonio and are served in the Edgewood Independent School District

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

A. Contractor shall have primary responsibility for the verification of eligibility, recruitment, enrollment, selection of children, and attendance, in accordance with the ERSEA policies established by the City. Contractor shall work jointly with Family and Community Support Service staff conducting recruitment activities, receiving applications, determining eligibility, and completing enrollment forms for Contractor's service area. Contractor shall ensure that it is in compliance with the eligibility, recruitment, selection, enrollment and attendance provisions of the Head Start Act, the Head Start Performance Standards and the City's program policies and other guidance.

B. Contractor shall establish and maintain full funded enrollment of 777 Head Start eligible children in the Contractor's Program from the first day of operations. Funded enrollment means the number of children which the Contractor is to serve, as indicated by the City and terms of this Contract. To maintain full enrollment, Contractor must ensure that once it determines that a vacancy exists, no more than 30 calendar days may elapse before the vacancy is filled. Contractor will document for the City its efforts to fill all vacancies within 30 calendar days.

C. If full funded enrollment is not maintained for a period of 30 days the City may reduce Contractor's funding at the established per capita rate based on the difference between funded enrollment slots and actual enrollment. Contractor shall develop at the beginning of each enrollment year and maintain during the year a waiting list that ranks children according to the program's selection criteria and ERSEA policies. Children on this waiting list may include children who are currently enrolled in the State Pre-Kindergarten program. If Contractor is underenrolled and does not have a waiting list, Contractor will fill any vacancies in the federal Head Start classrooms, and in doing so, may recruit from the state Pre-K classes. City shall have the right to place additional children in Contractor's Program, in coordination with the Contractor, up to the point where Contractor is fully enrolled.

D. Contractor must develop a plan that includes recruitment, selection and enrollment services in accordance with City's established ERSEA policies and, in a manner that will promote children receiving two (2) years of Head Start services or more if appropriate. Contractor must submit to the City, its August Program Design that establishes intact and separate 3-year old and 4-year old classrooms at prior to the first day of school If there is a change in the Program Design at any point during the school year, Contractor must notify the designated Head Start staff in writing within 48 hours of time such change was made. If Contractor is unable to implement the required Program Design, Contractor must inform the City and receive City approval before establishing an alternative Program Design.

E. In accordance with the Head Start Act, Contractor shall ensure that a minimum of 10% of the children enrolled in Contractor's Program are children with disabilities who are determined to be eligible for special education and related services. Contractor must meet this 10% requirement by mid-point of the program year, as determined by the City.

(i) If Contractor recognizes that it is having difficulty in meeting the percentage with disabilities requirement during its enrollment, recruitment and selection period. Contractor must provide the City with the following:

a. a written description of specific steps the Contractor has taken to meet the requirement in the current program year to include efforts made to collaborate with the local agencies providing services under Section 619 and Part C of IDEA, and an explanation of why, despite these efforts, it was unable to meet the 10% requirement

b. a written confirmation from the local IDEA agencies of Contractor's efforts to actively collaborate with them to promote the enrollment of children with disabilities and specific efforts to recruit and enroll eligible children with disabilities; and

c. a written description of the Contractor's proposed approach to improve the enrollment of children with disabilities to reach the 10% requirement to include a description of how the IDEA agencies in the community will work with the Contractor to implement this approach

(ii) Additionally, if Contractor is unable to meet the 10% requirement, the City shall have the right to place additional children with disabilities in Contractor's Program up to the point where Contractor achieves a 10% enrollment of children with disabilities. City and Contractor shall coordinate placement of additional children with disabilities.

F. Contractor agrees that when the monthly average daily attendance rate in a center-based program falls below 85 percent, Contractor shall initiate and collaborate with the City in the provision of absentee services in accordance with §1305.8 of the Head Start Performance standards. Absentee services include analyzing the cause of absenteeism and the provision of 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. Contractor shall establish procedures for the removal of children from the program due to the lack of attendance in accordance with the City's policies.

3. Program Services

A. Contractor shall provide Head Start Program Services (hereinafter defined) to eligible children in the Service Area. Such services shall be provided to eligible children within Contractor's Service Area(s) without regard to age, race, creed, color, sex, or national origin. Any proposal to extend or modify the Service Area(s) or the sites at which services are to be delivered shall be formally submitted in writing to City for approval.

B. Contractor shall provide (i) Education and Early Childhood Development Services; (ii) Child Disability Services; and (iii) Child Nutrition Services , and shall collaborate with City to ensure the provision of Family and Community Support Services, Child Mental Health, Medical Health Services and Dental Health Services, to meet the needs of the children and families served by Contractor's Program ("Head Start Program Services"). Contractor agrees that, notwithstanding the fact that another Head Start service provider under the City of San Antonio Head Start program may be contracted to provide a category of service, Contractor, under the leadership of its Head Start Program Director will be responsible for coordinating with Head Start service providers and working with the City to ensure provision of full array of services to which the children are entitled under the Terms of the Grant. Contractor shall also coordinate with other Independent School Districts, health service providers and agencies in the community in order to provide comprehensive services to the children and families served by the Program and to leverage community resources

C. Contractor shall establish and maintain an organizational structure that supports the accomplishment of Program objectives, addresses the major functions and responsibilities assigned to each staff position and provides evidence of adequate mechanisms for staff supervision and support to ensure the effective oversight of the Head Start program operations. Contractor shall ensure that, at a minimum, the following program management functions are assigned to and adopted by staff within the Program:

(i) Program management must be assigned to an individual serving in the role of the Head Start Director. This individual must have demonstrated skills and abilities in a management capacity relevant to human services program management and must have ultimate responsibility for ensuring the children enrolled in Contractor's Head Start program are provided (by Contractor or a collaborating Head Start service provider) the full array of services to which the children are entitled under the Terms of the Grant.

(ii) Management of education and early childhood development must be assigned to an individual serving in the role of an Education and Early Childhood Development Coordinator. This individual and any additional supporting staff or consultants must have training and experience in areas that include theories and principles of child growth and development, early childhood education, and family support. Staff and consultants must meet the qualifications for classroom teachers, as specified in the Head Start Act, Section 648A, and any subsequent amendments.

(iii) Management of health services, including medical and dental health, must be assigned to an individual serving in the role of a Health Services Coordinator. The City recommends that this individual and any additional supporting staff or consultants have training and experience in public health, nursing, health education, maternal and child health, or health administration. Contractor must also coordinate with health service providers and follow established protocols to facilitate health care providers' ability to ensure children receive all the required Head Start health services.

(iv) Management of child nutrition services must be assigned to an individual serving in the role of a Nutrition Services Coordinator. This individual and any supporting staff or consultants must be supported by staff or consultants who are registered dietitians or nutritionists. This person must also coordinate with City and City's nutrition services provider(s).

(v) Coordination with mental health services provider(s) must be assigned to an individual serving in the role of an Education and Early Childhood Development Coordinator, Health Services Coordinator or Disabilities Coordinator. The City recommends that this individual have experience in serving children and families with mental health needs. . This person must also coordinate with City and City's mental health services provider(s).

(vi) Coordination with family and community support services staff, including parent activities, must be assigned to an individual serving in the role of a Family and Community Support Services Liaison. The City recommends that this individual and any supporting staff or consultants have training and experience in field(s) related to social, human, or family services, and shall coordinate with City.. It is also recommended that parent involvement services be supported by staff or consultants with training, experience, and skills in assisting the parents of young children in advocating and decision-making for families.

(vii) Management of disabilities services must be assigned to an individual serving in the role of Disabilities Coordinator. This individual and any supporting staff or consultants must have training and experience in securing and individualizing needed services for children with disabilities, and shall coordinate with City.

(viii) Management of ERSEA responsibilities must be assigned to an individual serving in the role of ERSEA Coordinator. This individual and any supporting staff or consultants must have knowledge, training, and experience in the enrollment, recruitment, selection, eligibility and attendance provisions of the Head Start Act, the Head Start Performance Standards; and the City's program policies and other guidance.

(ix) Management of monitoring responsibilities must be assigned to an individual serving as the Monitoring Coordinator. This individual and any supporting staff or consultants must have knowledge, training and experience with the Head Start Performance Standards, the Head Start Act, and monitoring of the Head Start Program. Contractor shall ensure these individuals further develop their knowledge about the various Head Start content areas.

Contractor shall ensure that members of program's management team and any other necessary staff provide uninterrupted Head Start Program management services throughout the Agreement term, including during the summer months so as to ensure adequate planning, coordination and performance of critical program activities. Critical program activities include, but are not limited to ongoing recruitment activities and services, determination of eligibility, development of a waitlist for the upcoming school year, and completion of enrollment.

D. Contractor shall provide the following education and early childhood development services in compliance with the requirements of 45 C.F.R Part 1304.21, *et. seq,*:

i. Contractor must help children gain the skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life; the Contractor's approach to child development and education must be developmentally and linguistically appropriate, recognize the child's rate of development, language, cultural background and learning style; be inclusive of children with disabilities; provide an environment of acceptance that supports and respects gender, culture, language, ethnicity and family composition; provide a balanced daily program of child-initiated and adult-directed activities; and allow and enable children to independently use toilet facilities when it is developmentally appropriate and the efforts are supported by the parents.
ii. Contractor shall 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; provide opportunities to increase parents' child observation skills and to share assessments with staff that will help plan the learning experience; and encourage parents to participate in staff-parent conferences and home visits to discuss their child's development and education.
iii. Contractor must support social and emotional development by encouraging development which enhances child's strengths by building trust; fostering independence; encouraging self-control and respect for feelings and rights of others; supporting and respecting the home language, culture, and family composition in ways that support the child's health and wellbeing; and planning for routines and transitions.
iv. Contractor must provide for the development of each child's cognitive and language skills by supporting each child's learning, using various strategies including experimentation, inquiry, observation, play and exploration; ensuring opportunities for creative self-expression through activities such as art, music, movement, and dialogue; promoting interaction and language use among children and between children and adults; and supporting emerging literacy and numeracy developments through materials and activities according to the child's developmental level.
v. Contractor must promote each child's physical development by providing 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 providing an appropriate environment and adult guidance for the participation of children with special needs.
vi. Contractor, in collaboration with the parents, must implement a researched-based curriculum that aligns with the Head Start Child Development and Early Learning Framework (HSCDELF, 2010), and Pre-kindergarten Guidelines that supports each child's individual pattern of development and learning; provides for the development of cognitive skills; integrates all educational aspects of the health, nutrition, and mental health services into program activities; helps children develop emotional security, facility in social relationships, feelings of competence, self-esteem, and positive attitudes toward learning; enhances each child's understanding of self as an individual and as a member of a group; and provides individual and small group experiences both indoors and outdoors.
vii. Contractor must create and implement a plan of action to establish and achieve school readiness

goals that are age appropriate and will address at a minimum the domains of language, literacy, cognition, motor and physical well-being, social and emotional development and approaches to learning; and achieve the integration with the Parent, Family, and Community Engagement Framework. Contractor will update school readiness goals on an annual basis, analyze achievement, and identify areas for improvement. As part of this plan of action, the Contractor must align the program's curriculum with school readiness goals to include improving the quality of teacher-child interactions, evidence-based teaching practices and curriculum and inclusion of parents to support school readiness.

viii. Contractor will assess child progress on an ongoing basis and conduct data aggregation and submit analysis of child progress assessments to the City at least three times per year (at the beginning, midpoint and end of school year) to demonstrate program-level progress. Contractor will also provide the City direct access to the assessment data management system for the purposes of aggregating, analyzing, and producing program-wide reports. Contractor will make mid-year adjustments in instruction and/or professional development support should patterns or trends be identified in the analysis and coordinate with City as needed. Contractor must maintain and use the information from ongoing child assessment data to inform teachers and survey parents how best to individualize each child's learning and progress across domains.

ix. Starting with the 2016-2017 school year, Contractor shall have in place a formal, written, teacher coaching plan that is research or practice-based to address professional development of Head Start teachers. Once such a plan is created or if such a plan currently exists, the Contractor shall provide the written plan to the City by September 2016 for the following school year.

E. Contractor shall perform the following services as it relates to the specific service listed below in compliance with the requirements of 45 C.F.R Parts 1304.20, 1304.22, 1304.23, 1304.24 and 1304.40:

i. Child Health and Developmental Services

a. Contractor shall be responsible for performing the following no later than 90 calendar days from the child's entry into the program: (1) make a determination as to whether or not each child has an ongoing source of continuous, accessible health care. If the child does not, Contractor must assist the parents in accessing a source of care; and (2) obtain from a health care professional a determination as to whether the child is up-to-date on a schedule of age appropriate preventive and primary health care, which includes medical, dental and mental health. This schedule must incorporate the requirements for the schedule utilized by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the State, and the latest immunization recommendations issued by the Centers for Disease Control and Prevention, as well as any additional recommendations from the local Health Services Advisory Committee. Contractor shall collaborate with health service providers and parents to facilitate and expedite the provision of these services.

b. Contractor shall collaborate with the Head Start health service providers and Family Community support staff to develop and implement procedures for ongoing care to identify any new or recurring medical, dental, or developmental concerns so that it can quickly make the appropriate referrals.

c. Contractor, in collaboration with the parents, and within 45 calendar days of the child's entry into the program, must perform or obtain linguistically and age appropriate screening procedures to identify concerns regarding the child's developmental, sensory (visual and auditory), behavioral, motor, language, social, cognitive, perceptual, and emotional skills. The annual behavioral and developmental screenings of all three (3) and four (4) year old children must be performed in accordance with Texas Health Steps' EPSDT.

d. Contractor must use the information from the screening for developmental, sensory, and behavioral concerns, and ongoing observations, medical and dental evaluation and treatments, and insights from the child's parents to help staff and parents determine how the program can best respond to each child's individual characteristics, strengths and needs.

ii. Child Health and Safety

a. Contractor must establish and implement policies and procedures to respond to medical and dental health emergencies with which all staff are familiar and trained, to include posted

policies and plans of action; posted locations and telephone numbers of emergency response systems and up-to-date family contact information and authorization for emergency care; posted emergency evacuation routes and other safety procedures for emergencies; methods of notifying parents in the event of an emergency; and established methods for handling cases of suspected or known child abuse and neglect.

b. Contractor must temporarily exclude a child with a short-term injury or an acute or short-term injury or an acute or short-term contagious illness, that cannot be readily accommodated, from program participation in center-based 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.

c. Contractor must not deny admission to any child, nor exclude any enrolled child from program 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 Contractor's policies or by providing appropriate auxiliary aids.

d. Contractor must establish and maintain written procedures regarding the administration, handling, and storage of medication for every child.

e. Contractor must ensure staff and volunteers can demonstrate safety practices; foster safety awareness among children and parents by incorporating it into child and parent activities; and ensure staff, volunteers and children follow the appropriate hygiene requirements.

f. Contractor must have and maintain well-supplied first aid kits, appropriate for all ages served and the program size, at each facility and available on outings away from the site.

iii. Child Nutrition

a. Contractor must 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.

b. Contractor must design and implement a nutrition program that meets the nutritional needs and feeding requirements of each child, and takes into account the length of the program day.

c. Contractor must ensure that nutritional services in center-based settings contribute to the development and socialization of enrolled children and ensure that at all meals are served family style.

d. Contractor must use funds from USDA Food and Consumer Services Child Nutrition Programs as the primary source of payment for meal services.

e. Contractor shall participate in the USDA School Lunch or Child and Adult Care Food Program.

- Pursuant to City policies, Contractor must report amount of meals and snacks served to Head Start children on a monthly basis to City.

iv. Child Mental Health

a. Contractor must work collaboratively with parents to solicit information, observation, and concerns about their child's mental health; share staff observations of their child and discuss with parents their child's behavior and development.

b. Contractor must 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. Contractor may work with a variety of mental health agencies subject to compliance with Section 38.010 of the Texas Education Code when applicable. Contractor may utilize Independent School Districts and other community mental health resources, as needed.

v. Family and Community Support

a. Contractor, in collaboration with family and community support staff, must provide parent

involvement and education activities that are responsive to the ongoing and expressed needs of the parents.

b. Contractor, in collaboration with family and community support staff, must provide opportunities to include parents in the development of the program's curriculum and approach to child development and education.
c. Contractor shall collaborate with the City, Head Start service providers and other community agencies to provide opportunities to enhance parenting skills, knowledge and understanding of the educational and developmental needs and activities of their children.
d. Contractor must conduct two (2) home visits, unless parents expressly forbid such visits, and at least two (2) staff-parent conferences per child per program year to enhance the knowledge and understanding of the educational and developmental progress and activities of children in the program. Contractor must not require that parents permit home visits as a condition of the child's participation in the program.
e. Contractor, in collaboration with family and community support staff, must establish and maintain procedures to support successful transitions for enrolled children and families from previous child care programs into Head Start and from Head Start to elementary school; and assist parents in becoming their children's advocates as they transition.

F. Contractor shall encourage parent participation and attendance in center parent meetings, Parent Connection Committee meetings, Head Start Policy Council, volunteer events, and other parents' activities.

G. Contractor shall submit an annual program School Readiness Plan of Action according to the timeline and requirements provided by the City. Such School Readiness Plan must be developed in compliance with Program Instruction ACF-PS-11-04 and ACF-IM-HS-11-06. Each Provider shall maintain a School Readiness Leadership Team that includes, at a minimum, teachers, site administrators, parents, and Education and Family Support staff. The School Readiness Leadership Teams meet no less than twice per year to review, revise and discuss outcomes as applicable to the defined school readiness goals.

H. The Contractor shall submit to City all Contractor eligibility, recruitment, selection, enrollment, attendance, performance and staffing plans, which must be in accordance with the City's policies.

J. Contractor shall provide a substantial portion of the substantive programmatic work provided for under this Scope of Work, Attachment I, directly. However, should Contractor desire to perform this work through one or more subawards to third parties, it shall seek and obtain City's written approval prior to doing so. In all such subawards, Contractor shall ensure that it passes through all of the requirements that apply to Contractor hereunder to the subrecipient of such subawarded funds.

K. Contractor shall establish an ongoing monitoring system and conduct internal monitoring of operations throughout the program year, notifying the City when the Contractor identifies possible or actual lack of compliance with the Head Start Performance Standards, Head Start Act, City's program policies or terms of this Contract. Contractor's monitoring system shall be a Contractor-developed monitoring instrument or checklist prepared no less than quarterly, and must include monitoring of all fiscal matters relating to the Head Start Program and this Agreement. Contractor will make copies of monitoring reports available to the City upon request.

4. <u>Program Governance</u>

A. Contractor's Governing Board shall be in full compliance with Head Start requirements regarding governance, management and programmatic operations applicable to recipients of Head Start grant funds, including those set forth at 45 C.F.R. §1301 *et. seq.* Contractor's Governing Board members or representative of the Board shall be offered the opportunity to participate in Board education activities arranged by City. Contractor shall also offer the Governing Board members or representative of the Board the opportunity to engage in a cooperative strategic planning process with respect to the Program and shall submit any final strategic plans developed through such process to City for approval.

B. Contractor shall assure that City is kept fully apprised of the composition and actions of Contractor's Governing Board to the extent such actions affect Contractor's Head Start Program.

C. Contractor shall seek and obtain the City's written approval before making any material revisions in Contractor's Head Start Program that conflicts with or violates (i) the City's refunding application, as amended, to the U.S. Department of Health and Human Services (HHS), (ii) the Terms of the Grant, (iii) the terms of this Contract; or (iv) any changes to the locations of Contractor's Head Start centers.

D. Contractor shall collaborate with the City and Family and Community Support service staff to elect one or more parent members from center locations to serve on City's Head Start Policy Council in accordance with the Policy Council By-laws.

5. Licensure/Staffing

A. Contractor shall obtain and maintain all necessary and appropriate State licenses, permits, certifications, and approvals required for the operation of Contractor's facilities and programs including those supported by this Contract, unless exempt from such requirement. Upon commencement of the Contract, Contractor shall notify the City that it is in compliance with this provision. If at any time Contractor is out of compliance with this provision, Contractor shall notify the City within one (1) Contractor business day of receipt of written notice of violation or complaint from the state licensing, certifying or permit-issuing authority indicating lack of licensure, permitting or certification, as the case may be, and shall take all necessary steps to cure such violation. Contractor further agrees that all personnel, either employed or contracted, assigned by Contractor to perform the Head Start Program Services set forth above shall, as appropriate or required by law, be fully qualified and authorized under applicable law, to perform such Head Start Program Services.

B. Contractor will ensure that staffing will comply with the Head Start Performance Standards, this Agreement, and other applicable law.

6. Facilities.

All Contractor facilities at the approved sites shall meet applicable federal, state and local safety standards. Contractor shall at all times during the term of this Contract, keep the facility, including play grounds, campus and classroom furniture and equipment, kitchens, restroom and other areas within the building in good, clean, safe, and reasonable operating condition and repair and in compliance with Head Start standards. If facilities are found to be out of compliance with Head Start Health and Safety standards, then Contractor shall take corrective action in accordance with subsection B. City shall be allowed to inspect the facilities and the licensing and/or certification documents relating to the facility during Contractor's normal operating time as long as the said inspection does not disrupt the delivery of Head Start Program Services, or at any other time as agreed by the Contractor. Upon commencement of this Agreement and upon request, Contractor shall provide City an up-to-date copy of any leases or other agreements (as well as any amendments or modifications thereto) for facilities used to provide services to children enrolled in the Head Start program and funded pursuant to this Agreement.

A. In the case of non compliance with the Head Head Start Health and Safety standards, the City will notify the contractor via a monitoring report with photographs when possible.

B. When any work order request is submitted for necessary internal repairs at Head Start Centers, Contractor shall address such problem within 10 Contractor business days from the submission of the work order or from the time the need for repair is brought to the attention of Contractor whichever is earlier. For larger and/or more expensive projects, the Contractor Head Start Director shall notify City in writing of the timeline for projected completion as soon as reasonably practicable.

C. City will follow-up on all Health and Safety non-compliances immediately following the 10 days for corrective actions to be completed and submit a follow-up report stating either completed or not completed.

7. Participation.

Contractor shall make time and resources available to support: (i) participation by Contractor in meetings with City staff for community assessment, self-assessment, strategic planning, development of training and technical assistance plan, communication and program development activities; (ii) participation in technical assistance trainings and service enhancements developed by City and the Head Start training and technical assistance service provider, as well as other Head Start trainings that may be developed by relevant federal or state agencies; and (iii) an appropriate level of attendance of Contractor's program management team and parent committee members at national, regional and/or State Head Start conferences/trainings.

Contractor, in collaboration with Family and Community Support Service staff, shall ensure that resources are made available through reasonable accommodations to low-income parents to participate, and attend any Parent Connection Committee meetings.

8. Transportation Services/Vehicles.

Contractor shall provide transportation services in compliance with the requirements of 45 CFR part 1310, et. seq., subject to any waiver that may be obtained by City and/or Contractor.

A. Contractor shall successfully complete an annual inspection of all school buses and other vehicles used for the transportation of children under this Contract.

B. Contractor shall ensure that all drivers shall be certified for the operation of said vehicles, and that all bus monitors assigned to vehicles used to provide such services receive the appropriate training. Contractor shall otherwise be in compliance with all applicable federal, State, and local requirements governing the transportation of children.

C. Contractor shall, upon request, submit to City a complete set of such documents regarding the vehicles used for the transportation of children and the drivers operating the vehicles.

9. Submission of Center Information and Program Design

A. Prior to execution of the Contract, Contractor shall submit to the City for its approval a Center list, which shall include the number of centers and the name and address for each center operated by Contractor. If at any time Contractor proposes a change to the Center list, Contractor shall notify and receive the City's approval prior to making said change.

B. Prior to execution of the Contract, Contractor will submit to the City the Contractor's Program Design, which shall include, the total number of children enrolled, number of sites, number of classrooms, classroom age group designation, language designation, and hours of operation, among other things. If at any time Contractor proposes a change to the Program Design, Contractor shall request and receive the City's approval prior to making said change.

Attachment II

[INSERT THE PROGRAM BUDGET]

AGENCY NAME: Edgewood ISD

PROGRAM NAME: City of San Antonio Head Start Program

TERM OF CONTRACT: February 1, 2016 to January 31, 2107

Categories	Federal Share Funding	Non-Federal Share Match	Total Budget	Federal Admin Funding	Non-Federal Admin Match	Total Admin Budget	
Salaries	$3,155,342	$1,025,640	$4,180,982	$465,204	$0	$465,204	
Fringe Benefits	$669,700	$0	$669,700	$93,655	$0	$93,655	
TOTAL PERSONNEL	$3,825,042	$1,025,640	$4,850,682	$558,859	$0	$558,859	
Travel	$11,600	$0	$11,600	$7,740	$0	$7,740	
Equipment	$0	$0	$0	$0	$0	$0	
Supplies	$82,000	$0	$82,000	$3,000	$0	$3,000	
Contractual	$4,000	$0	$4,000	$0	$0	$0	
Other	$179,918	$0	$179,918	$5,500	$0	$5,500	
TOTALS	$4,102,560	$1,025,640	$5,128,200	$575,099	$0	$575,099	11%

9-21-15

Signature of Agency Authorized Representative — Date

Signature of Agency's Head Start Director — Date

This section reserved for COSA use only

Reviewed by: 12/02/15

Contract Monitor Signature and Date

12/4/15

Fiscal Monitor Signature and Date

Approved by: 12/02/15

COSA Head Start Administrator Signature and Date

12/4/15

Fiscal Manager Signature and Date

Attachment II

City of San Antonio Head Start Program
Edgewood ISD
February 1, 2016 to January 31, 2017

B Category	C Category Description Job Title	D # of Positions	E Salary/Wage per Pay Period	F # of Pay Periods	G Total Annual Salary Columns D x E x F	H % Allocated to Head Start	I TOTAL BUDGET Column G x H	J Federal Reimbursement Amount from Column I	K Non Federal In Kind Amount from Column I	L TOTAL PROGRAM Columns J + K	M Federal Admin Reimbursement Amount from Column J	N Non Federal Admin In Kind from Column K
											Total Admin Costs = M + N	
Salaries	Teachers	46	4,277	12	2,360,904	100%	2,360,904	1,335,264	1,025,640	2,360,904		
Salaries	Teachers Aides	45	1,482	12	800,280	100%	800,280	800,280		800,280		
Salaries	Counselor (Mental Health Disabilities Coordinator)	1	4,685	12	56,220	100%	56,220	56,220		56,220		
Salaries	AIT Behavior Specialist	1	4,580	12	54,960	100%	54,960	54,960		54,960		
Salaries	Compliance/ERSEA Specialist	1	4,620	12	55,440	100%	55,440	55,440		55,440		
Salaries	LVN	2	2,067	12	49,608	100%	49,608	49,608		49,608		
Salaries	Substitutes	30	160	26	124,800	100%	124,800	124,800		124,800		
Salaries	Bus Drivers	2	510	26	26,520	100%	26,520	26,520		26,520		
Salaries	Bus Monitors	2	395	26	20,540	100%	20,540	20,540		20,540		
Salaries	Custodians	6	685	26	106,860	100%	106,860	106,860		106,860		
Salaries	Cafeteria Monitors	13	135	26	45,630	100%	45,630	45,630		45,630		
Salaries	ERSEA Specialist	1	2,336	12	28,032	100%	28,032	28,032		28,032	14,016	
Salaries	Head Start Director	1	7,102	12	85,224	75%	63,918	63,918		63,918	63,918	
Salaries	Program Managers	2	5,215	12	125,160	100%	125,160	125,160		125,160	125,160	
Salaries	Program Compliance Monitor	1	4,740	12	56,880	100%	56,880	56,880		56,880	56,880	
Salaries	Administrative Assistants	2	2,467	12	59,208	100%	59,208	59,208		59,208	59,208	
Salaries	Dater Entry Clerks	3	2,171	12	78,156	100%	78,156	78,156		78,156	78,156	
Salaries	Bookeeper	1	2,238	12	26,856	75%	20,142	20,142		20,142	20,142	
Salaries	Accountant	1	3,977	12	47,724	100%	47,724	47,724		47,724	47,724	
Salaries					0		0			0		
Salaries					0		0			0		
Salaries					0		0			0		
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Salaries					0		0			0		
Salaries					0		0			0		
Salaries					0		0			0		
Salaries					0		0			0		
Fringe	FICA						43,550	43,550		43,550	7,000	
Fringe	Life Insurance; Dental; Long Term Disability									0		
Fringe	Retirement						296,600	296,600		296,600	54,200	
Fringe	Health Insurance						223,725	223,725		223,725	27,525	
Fringe	Worker's Compensation						105,825	105,825		105,825	4,930	
Fringe	Unemployment Ins.									0		
Travel	Official Travel (out of town)						11,600	11,600		11,600	7,740	
Equipment	Equipment >$5,000 per unit cost									0		
Equipment	Equipment >$5,000 per unit cost,									0		
Equipment	Equipment >$5,000 per unit cost,									0		
Equipment	Equipment >$5,000 per unit cost,									0		
Supplies	Office Supplies						9,000	9,000		9,000	3,000	
Supplies	Classroom Supplies						50,000	50,000		50,000		
Supplies	Medical and Dental Supplies						8,000	8,000		8,000		
Supplies	Janitorial Supplies						5,000	5,000		5,000		
Supplies	Tools, Apparatus and Accessories (Under $100 each)									0		
Supplies	Computer Software									0		
Supplies	Cap <5000 - Computers						5,000	5,000		5,000		
Supplies	Cap <5000 - Machinery & Equipment						2,000	2,000		2,000		
Supplies	Cap <5000 - Furniture & Fixtures						3,000	3,000		3,000		

Attachment II

City of San Antonio Head Start Program
Edgewood ISD
February 1, 2016 to January 31, 2017

B Category	C Category Description	D # of Positions	E Salary/Wage per Pay Period	F # of Pay Periods	G Total Annual Salary	H % Allocated to Head Start	I TOTAL BUDGET	J Federal Reimbursement Amount	K Non Federal In Kind Amount	L TOTAL PROGRAM	M Federal Admin Reimbursement Amount (Total Admin Costs = M + N)	N Non Federal Admin In Kind
Contractual	Fees to Professionals (Must be Specific)>		CPR Training				4,000	4,000		4,000		
Contractual	Fees to Professionals (Must be Specific)>									0		
Contractual	Fees to Professionals (Must be Specific)>									0		
Contractual	Contractual Services: (Must be Specific)>									0		
Contractual	Contractual Services: (Must be Specific)>									0		
Contractual	Contractual Services: (Must be Specific)>									0		
Contractual	Contractual Services: (Must be Specific)>									0		
Contractual	Other Contractual Services: (Must be Specific)>									0		
Other	Staff Development/Training/Seminars(Parent&Staff)						5,000	5,000		5,000		
Other	Advertising and Publications						1,500	1,500		1,500		
Other	Membership Dues and Licenses						1,000	1,000		1,000		
Other	Binding Printing and Reproduction						1,500	1,500		1,500		
Other	Subscriptions to Publications									0		
Other	Transportation Fees-Staff Mileage						1,500	1,500		1,500	1,500	
Other	Transportation Fees- Field Trips -Children						500	500		500		
Other	Maint - Buildings and Improvements									0		
Other	Maint - Machinery & Equipment									0		
Other	Maint & Rep- Automotive									0		
Other	Mail and Parcel Post						1,000	1,000		1,000		
Other	Rental of Office Equipment									0		
Other	Rental of Facilities									0		
Other	Alarm and Security Services									0		
Other	M&R Parts Automotive									0		
Other	Food for children/staff (NOT reimbursed by USDA)						115,000	115,000		115,000		
Other	Telephone/Fax/Internet									0		
Other	Cellular Phone Service									0		
Other	Motor Fuel and Lubricants									0		
Other	Software Licensing									0		
Other	Gas and Electricity						12,918	12,918		12,918	3,000	
Other	Water and Sewer						40,000	40,000		40,000	1,000	
Other	General Liability Insurance									0		
Other	Building Insurance									0		
Other	Vehicle Insurance									0		
Other	Equipment Insurance									0		
Other	Relocation Expense/Cost of Moving									0		
Other	Depreciation (Limited to Non-Federal Share)									0		
Other	In-Kind Parent Participation (Limited to Non-Federal Share)									0		
Other	In-Kind Volunteers (Limited to Non-Federal Share)									0		
Other	In-Kind Other									0		
										0		
	TOTAL BUDGET						5,128,200	4,102,560	1,025,640	5,128,200	575,099	0
	ADMIN COSTS= (M+N) / I	11%										

TOTALS BY CATEGORY/CLASS	I TOTAL BUDGET	J Federal Reimbursement Amount	K Non Federal In Kind Amount	L TOTAL PROGRAM	M Federal Admin	N Non Federal Admin
SALARIES	4,180,982	3,155,342	1,025,640	4,180,982	465,204	0
FRINGE	669,700	669,700	0	669,700	93,655	0
TRAVEL	11,600	11,600	0	11,600	7,740	0
EQUIPMENT	0	0	0	0	0	0
SUPPLIES	82,000	82,000	0	82,000	3,000	0
CONTRACTUAL	4,000	4,000	0	4,000	0	0
OTHER	179,918	179,918	0	179,918	5,500	0
TOTAL BUDGET	5,128,200	4,102,560	1,025,640	5,128,200	575,099	0

Attachment II

ATTACHMENT III
SPECIAL PROVISIONS — Program Year 2016-2017

I. RESTRICTIONS ON USE OF FUNDS OR PROPERTY

In addition to the other applicable restrictions on the use of Head Start funds provided under this Contract, the Contractor is prohibited from:

1) using or transferring funds provided under this Contract for purposes other than authorized Head Start activities;

2) using, pledging, granting a security interest in, or otherwise encumbering any right under this Contract or any property acquired with funds provided under this Contract as collateral or security for any loan, note debenture, bond or any other debt instrument;

3) using any funds provided under this Contract for payment of principal or interest on any loan, note, debenture, bond or any other debt instrument, other than those approved in the 45 C.F.R. Part 74 and by the City

II. REQUIREMENTS FOR PARTICIPATION IN CHILD PLUS DATA SYSTEM

2.01 Child Plus is an electronic case management system managed and licensed by the City. This system maintains child files and an overall wait list and streamlines the process for program entry, qualification, position reservation and referrals. Child Plus enhances performance and improves the overall efficiency of data processing and automation systems in support of Head Start initiatives and is used to compile the annual Program Information Report (PIR).

2.02 Contractor shall:

a) maintain and support Child Plus Data System
b) provide a data entry specialist for Child Plus Data System that will be responsible for entering all required data into the system and who will be the designated contact person with regard to data entries;
c) attend meetings with the City's Child Plus vendor and City staff to ensure continuity and commitment to the this system;
d) support all design, development, testing and implementation protocols as established by the City by carrying out and complying therewith;
e) participate in preliminary and final testing of the system using City protocols;
f) provide the technical detail required for matching Contractor's system with the Child Plus Data System environment;
g) allow City and its vendor to install data encryption software on the Child Care System Database network; and
i) 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 Head Start project.

2.03 Both Parties agree to:

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

III. CONFIDENTIAL DATA

3.01 The Parties to this Contract 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)

3.02 Contractor understands that City intends to enter into additional agreements with other providers of child care services ("Additional Collaborators") in order to promote the success of the Head Start project. Confidential Data may be shared by City, Contractor, and any Additional Collaborator, except that all parties shall share such information in compliance with state and federal laws relating to confidentiality. All Additional Collaborators shall be required to enter into a written agreement with City containing the confidentiality requirements set forth in this Section III.

3.03 Each Party shall establish a method to secure the Confidential Data in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting a Party to this Contract or an Additional Collaborator, or such Party's authorized representative's right of access to that Party's Confidential Data.

3.04 Neither Party shall disclose or publish Confidential Data or public school education data to any individual or organization that is not a Party to this Contract or an Additional Collaborator, unless required by law or a lawful order of a court of competent jurisdiction. Each Party shall take measures within its organization to ensure that Confidential Data or public school education data is accessible only by those persons working on the Head Start project, or directly providing other public school education / child care services, and only for the purpose of performing or assisting with services required by the Head Start project or other specific public school education / child care services.

3.05 Either Party may disclose Confidential Data to a third party ("Third Party") under contract or affiliated with that Party for the sole purpose of performing or assisting with services required in relation to the Head Start project or other specific child care services, and in compliance with state and federal laws relating to confidentiality. Confidential Data provided to a Third Party shall remain confidential and written confirmation by such Third Party that the Third Party will conform to the requirements of this section shall be provided to the Party prior to delivery of any information to the Third Party.

Attachment IV

[INSERT THE HHS AWARD DOCUMENT]

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the City of San Antonio ("Covered Entity"), and the Edgewood Independent School District, a Business Associate ("BA").

WHEREAS, the City of San Antonio and BA have entered into an agreement to provide Head Start services ("Service Contract"), effective February 1, 2016; and

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

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

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

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

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

(1) "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.

(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) "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.

(6) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

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

(8) "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.

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

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

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

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

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

(5) Ensure that 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 Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards to protect such information;

(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 Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(11) Will immediately, and in no event later than 14 days of discovery, notify Covered Entity of any breach of PHI 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.

C. Permitted Uses and Disclosures by BA

(1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 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 Agreement shall commence on the date on which it is fully executed or contract start date of February 1, 2016. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Service Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary 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 Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI, except as required by law.

(b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

G. Amendment to Comply with Law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

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

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

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

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

L. ***LIMITED LIABILITY. CONTRACTOR AND THE CITY ACKNOWLEDGE THEY ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND ARE SUBJECT TO, AND COMPLY WITH THE APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE CIVIL PRACTICE AND REMEDIES CODE, SECTION 101.001, ET. SEQ., AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH.***

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 Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

O. **Assignment.** Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval ofBA.

P. **Entire Agreement.** This Agreement constitutes the complete agreement between BA and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contract or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Service Contract comply with the 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 Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party

beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

Q. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXECUTED to be effective February 1, 2016.

COVERED ENTITY
City of San Antonio

Melody Woosley, Director
Department of Human Services

BUSINESS ASSOCIATE:
Edgewood Independent School District

Authorized Representative

APPROVED AS TO FORM:

Kristine Duff
Assistant City Attorney

Attachment VI

Additional OMB Provisions

from Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by HHS or the City, all contracts made by the City under the Federal award must contain provisions covering the following, as applicable (2 C.F.R. 200, Appendix II).

Hereinafter in this Attachment VI, Center shall be referred to as "contractor."

Provision	Page Number
Equal Employment Opportunity	**2**
Davis Bacon Act	**4**
Contract Work Hours and Safety Standards Act	**9**

Attachment VI

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

During the performance of this contract, contractor agrees:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to CONTRACTOR's books, records, and accounts by the U.S. Department of Health and Human Services ("HHS") and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Attachment VI

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HHS may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request HHS to enter into such litigation to protect the interests of the United States.

Attachment VI

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

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

(1) Minimum wages.

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

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

(ii)

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an

authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(3) Payrolls and basic records.

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

and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HHS. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HHS, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HHS or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner,

take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program,

the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

Attachment VI

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

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

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

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

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

Attachment III

Contract No. _____

STATE OF TEXAS	§	**AGREEMENT TO PROVIDE HEALTH**
	§	**SCREENINGS AND EXAMINATIONS FOR THE**
COUNTY OF BEXAR	§	**CITY OF SAN ANTONIO HEAD START PROGRAM**

This Contract 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 Human Services pursuant to Ordinance No. _____ dated _____, and the 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") to set forth the objectives, understandings, and agreements between the Parties in connection with the use of Head Start grant funds as described herein. This Agreement is made and entered into by the Parties pursuant to the authority granted under the Interlocal Cooperation Act, Texas Gov't Code 791 *et seq*.

WITNESSETH:

WHEREAS, the City has received a grant pursuant to the Head Start Act (42 U.S.C. §9801 *et seq*., as amended) (the "Grant") for the purpose of providing Head Start services to children and families in the City of San Antonio and the Bexar County area; and

WHEREAS, the City is authorized by the U.S. Department of Health and Human Services ("HHS"), Administration for Children and Families ("ACF"), and desires, through its Department of Human Services (hereinafter referred to as "Managing City Department"), to execute an agreement with Contractor to provide Head Start services to children residing in the City of San Antonio and the Bexar County area (hereinafter referred to as the "Project" or "Program"); and

WHEREAS, Contractor is a hospital district established under Article IX, Section 4 of the Texas Constitution and Chapter 281 of the Texas Health and Safety Code, whose public purpose is providing medical and hospital care to the needy and indigent of the community; and

WHEREAS, City agrees to compensate Contractor for health screenings and physical examinations provided to children enrolled in its Head Start programs; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, City and Contractor agree as follows:

The Parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Contractor's Scope of Work, attached hereto and incorporated herein for all purposes as **Attachment I**, this Contract, and the Terms of the Grant (hereinafter defined). If the terms of this Contract are inconsistent or in conflict with applicable Terms of the Grant, the applicable Terms of the Grant shall be controlling, unless the inconsistency or conflict results from more stringent requirements set forth in this Contract, in which case the terms imposing the most stringent requirements upon the Contractor shall control.

1.2 For purposes of this Contract, the terms listed below shall have the following meanings:

(A) "Terms of the Grant" shall mean all requirements of the Grant, whether contained in the Head Start Act, as amended by the Improving Head Start for School Readiness Act of 2007 (42 U.S.C. §9831, *et*

seq.), or other applicable statutes, implementing regulations (e.g., 45 C.F.R. §1301 et seq. (the "Head Start Performance Standards" or "Performance Standards") and 45 C.F.R. Part 75, as amended), rules, Executive Orders, the award document from U.S. Department of Health and Human Services ("HHS") to the City, Relevant HHS Directives, or elsewhere, including, but not limited to circulars, Program Instructions, Information Memorandums and Policy Clarifications, the City's policies and procedures and the program design manual applicable to the Head Start Program, as such requirements exist as of the date of this Contract and as such requirements may be established or modified (by amendment, deletion, addition or otherwise) during the period of the Contract.

(B) "Relevant HHS directives" shall mean regulations, manuals, guidelines, or other oral or written directives of HHS or any subdivision thereof, including the Administration for Children and Families, Head Start Bureau, the Program Operations Division and ACF Region VI, as such regulations, manuals, guidelines, or other oral or written directives shall be made applicable to the Grant or Grantee.

1.3 Contractor shall establish and implement policies and procedures governing personnel, financial management, and programmatic management, as specified more fully in 45 C.F.R Parts 1301 *et. seq,* and/or 45 C.F.R. Part 75 as applicable. Such policies and procedures shall be consistent with the Terms of the Grant, the policies and procedures approved by the Grantee's Policy Council and Governing Body, and content and service plans.

1.4 City retains the authority to contract with third-parties for the delivery of other Head Start services in San Antonio and Bexar County area. Contractor agrees to allow the City's other contractors access to the facilities leased and/or owned by Contractor in order to provide said services. Contractor agrees to cooperate with City and third-party Head Start contractors to establish, modify and comply with a set of policies and procedures and/or a program design manual governing the City's Head Start Program and the protocol for collaboration between Head Start service providers.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on February 1, 2016 and shall terminate on January 31, 2017.

III. CONSIDERATION

3.1 In consideration of the services to be delivered by Contractor, the City will reimburse Contractor a total amount not to exceed $77,480.00 ("the Federal Share") during the period in which this Contract is in effect for costs incurred in accordance with the Program Budget attached 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 all of the non-Federal Share funds (20% of the total Program Budget, or $19,370.00) 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. § 75.306, as applicable.

3.2 Prior to commencement of the Contract, Contractor shall submit to City for its approval a monthly budget by line item for the entire term of the Contract along with its program Budget, including detail by category alone. If the Contractor's budget is not submitted to the City for approval before the beginning of the Contract period, the City reserves the right to redirect Contractor's funding as necessary. Additionally, throughout the term of the Contract, Contractor shall submit on or before the last day of each month a forecast of the projected monthly expenses for each month remaining in the Contract so that the City may review and compare actual expenses to projected expenditures and address issues associated with

Contractor's expenditure rate (e.g., on or before March 31, 2016, Contractor shall submit the projected expenses by month for April, May, and so on until January 31, 2017). Contractor's budgeted development and administrative costs (as defined by 45 C.F.R. §1301.32) shall not exceed twelve percent (12%) of the Program Budget, unless the total Program Budget is modified in accordance with this Contract in which case this amount shall be reduced proportionately unless the Parties otherwise agree.

3.3 Approval required. Contractor shall seek and obtain City's (City's Head Start Program Administrator and the Managing City Department's Fiscal Administrator) prior written approval 30 calendar days before making budget modifications. City may make exceptions to the 30-day notice requirement on a case by case basis, but otherwise Contractor must make request in writing or via email to the City's Head Start Program Administrator. Contractor's written request must be accompanied by a justification for the change and indicate which lines items are affected by such change.

3.4. 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

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

3.5 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate grant funds from HHS to meet City's liabilities hereunder. This Contract may be terminated by the City if HHS terminates the City as a grantee or reduces the amount granted to City, for any reason; provided that, if the reduction of grant funds does not result in complete unavailability of such funds, the Parties will use best efforts to amend this Contract accordingly. City will promptly notify Contractor of any such HHS action.

IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs, which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Article XII hereof, for the proper administration and performance of the services to be provided under an agreement. . All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in **Attachment II** of this Contract, unless (a) a subsequent budget revision has been approved in accordance with the procedure set forth in Section 3.3 and signed by the Director of the Managing City Department in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. Budget revision requests shall be submitted in advance of anticipated expense(s). The City will not accept budget revision requests submitted after December 31, 2016. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees, except in those instances where this Contract expressly calls for "Contractor business days."

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. For purposes of this Contract, the term "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner so long as services have been performed by the subject vendor, defined as not later than (10) business days after the Contractor is notified that an advance payment check is available from the City.

(B) The Contractor must deposit Contract funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all Contract funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which Contract funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made with Contract funds.

(C) The City may deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City not later than the fifteenth (15th) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 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 February 1, 2016 through January 31, 2017 no later than March 16, 2017. 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.

4.6 Contractor agrees that the City shall not be obligated to any subcontractors or third party beneficiaries of the Contractor.

4.7 Contractor shall maintain a financial management system, and acceptable accounting records in accordance with 45 C.F.R. § 75.302 *et seq*, as applicable, and that provide for:

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

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

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

(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 Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Article XII hereof, and the terms of the award, grant, or contract, with the City;

(G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.8 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.

4.9 Contractor shall establish, and abide by a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project or funded pursuant to this Contract. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the Program so as to assure Head Start Grant funds ("Grant Fund") provided hereunder do not subsidize other program(s).

Contractor must ensure that costs allocated and charged to the Head Start grant are not charged to other Federal, State or Local awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons. Contractor shall provide to City prior to the start of the Contract term (i) a matrix identifying the shared use of such facilities and/or program services; and (ii) the Cost Allocation Plan and supporting documentation, along with its Budget, financial statements and audit that are applicable to the Contractor's Project. City shall have the right to approve the Cost Allocation Plan.

4.10 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 as of January 31, 2016, which balance or Statement sheet shall be due to the City no later than February 15, 2016. Reimbursement shall be made within 20 calendar days of written notification to the Contractor of the need for reimbursement.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, advances exceeding allowable costs, or credits on-hand or collected thereafter relating to the Project, shall be immediately returned by Contractor to the City.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from Contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and if applicable, payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or
(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department does not specify a timeframe for Contractor to return program income to City, then Contractor must return such program income to City on the same date that Contractor submits its statement of expenditures and revenues to the Managing City Department set forth in Article V, Section 5.4 of this Contract. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.

5.3 Contractor shall provide the Managing City Department with thirty (30) calendar days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30)

calendar days of the activity that generates program income. The statement is subject to audit verification by the Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations and is prohibited from inviting or contracting with vendors who shall charge fees or solicit donations from Head Start participants and their parents in any Contract-funded project without the prior written approval of the Director of the Managing City Department.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its award document from HHS. A copy of said award document is attached hereto and incorporated herein for all purposes as **Attachment IV**. From time to time, the award document may be amended or supplemented, and these shall be incorporated into the Contract collectively as **Attachment IV**.

6.2 In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of the Managing City Department, as representatives of the City and the parties ultimately responsible for all matters of compliance with HHS and City rules and regulations, shall have the final authority to render or secure an interpretation.

6.3 Contractor shall not use funds awarded from this Contract as matching funds for any federal, state or local grant without the prior written approval of the Director of the Managing City Department.

6.4 The City shall have the authority during normal business hours to make physical inspections to all operating facilities occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security / surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.

6.5 The Contractor Board of Managers, as applicable, and Contractor's management staff shall adopt and approve an Employee Integrity Policy and internal program management procedures, and require all staff to abide by these and the Head Start standards as established in the HHS regulations, to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These policies and procedures shall require repayment of stolen or erroneously received grant funds or property to the Contractor, or to the applicable Head Start service provider from whom the grant funds or property was received or stolen, if other than the Contractor, and shall specify any other consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said policies and procedures shall be provided to the Managing City Department upon request by the Managing City Department. In the event that the Managing City Department finds the policies and procedures to be lacking, the Managing City Department may recommend revision.

6.6 Contractor 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. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed $500.00 for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City

Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next Contractor business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not deposited within the next Contractor business day from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate by City, such check may be reissued to the Contractor or if deemed by City not to be a valid expense, such check shall be immediately returned to the City.

(D) For checks other than petty cash reimbursement, Contractor shall adopt and comply with a policy requiring no less than two (2) signatures of authorized representatives of Contractor on each check. Contractor understands and agrees that City's reimbursement is subject to compliance with this provision of the Contract.

6.7 The use of gift cards to defray any expenses under this Contract by the Contractor is not permitted

VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of funds provided under this Agreement, or cumulative funds provided by or through City, and does not have to comply with the provisions of Section 7.2, then during the term of this Agreement, the Contractor shall have completed an independent audit and the reporting required submitted to the City within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report including the corrective action plan(s) on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter, within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

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

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, an audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and the U.S. Office of Management and Budget Circular (Uniform Guidance). Contractor shall also be required to 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 nine 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. A copy of this report must also be provided to City within this same time period. Contractor may submit reports through the following website: *http://harvester.census.gov/sac/*_and may also contact the Clearinghouse by telephone at (301) 763-1551 (local), 1-888-222-9907 or 1-800-253-0696 (toll free).

Per 2 C.F.R. 200.36, upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

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

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

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

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

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall 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, make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except there is litigation or if the audit report covering such agreement has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by check, cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

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

otherwise be identified as allowable costs may be paid with Project funds after written approval of the Managing City Department.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, MONITORING AND INTELLECTUAL PROPERTY

8.1 In addition to those listed in this Contract, the Contractor shall submit to the Managing City Department any and all reports as may be required by HHS or the City. Contractor shall incorporate and use any City approved tracking or information system (e.g., ChildPlus) for the delivery of comprehensive Head Start Services and collect, input and update all data in accordance with the City's planned timeline to ensure the reporting of accurate and consistent information to HHS.

8.2 Additionally, Contractor shall maintain and furnish to City the following financial and programmatic information and reports, in such forms as the City may prescribe, as required under the Head Start Act, as amended, and federal regulations such as 45 C.F.R. Part 74, 45 C.F.R. Part 92, or 45 C.F.R. Part 75, as applicable:

a) The total amount of public and private funds received by Contractor and the amount from each source;

b) Financial reports showing all actual and/or projected costs of the Program, an explanation of budgetary expenditures, Program Income, non-Federal Share amounts;

c) The results of the most recent financial audit;

d) The number and percentage of enrolled children that received medical exams;

e) Reports showing employee credentials and a list of personnel serving to satisfy Contractor's in-kind non-Federal Share requirement;

f) Reports showing the wages of each employee;

g) Head Start Service Providers report to the Head Start Policy Council, submitted on a monthly basis; and

h) Any other information requested by City.

Contractor shall maintain all applicable and appropriate supporting documentation of costs, including but not limited to, payroll records, invoices, contracts or vouchers, and make these available to City upon request.

8.3 City reserves the right to request Contractor to provide additional records for travel expenses, long distance calls, faxes, internet service, cell phone calls, or other electronic communication devices charged to the budget associated with this Contract.

8.4 If applicable, Contractor shall report all notices served, violations found or complaints filed with regard to licensing, or lack thereof, of Contractor's centers within one (1) business day of receipt of the notice, violation or complaint.

8.5 Contractor shall comply with Head Start Performance Standards and regulations, the Head Start Act, and all applicable Federal, State and Local laws relating to child safety. Contractor must establish and implement policies and procedures to respond to medical, dental and other emergencies with which all staff should be familiar and trained. These policies and procedures must include, among other things, methods of

notifying parents in the event of an emergency involving their child and established methods for handling cases of suspected or known child endangerment, abuse or neglect that are in compliance with applicable Federal, State, or Local laws. Contractor shall notify the City immediately, but no later than 24 hours, of any instances of actual or suspected cases of child endangerment, neglect or abuse, or in case of a program emergency or likely negative media coverage.

8.6 Within a period not to exceed forty-five (45) calendar days after the expiration or early termination date of the Contract, Contractor shall submit all final client reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums received and a release of all claims against the Project.

8.7 Contractor shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Contract or the Grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R §74.53 or 45 C.F.R. §92.42, as applicable, whichever is longer. Notwithstanding the foregoing, Contractor shall maintain all Contract and Grant related documents for no less than four (4) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, Contractor agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later. Records for real property and equipment acquired with Head Start funds shall be retained for four (4) years after final disposition.

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

8.9 The Contractor agrees to incorporate and use any City approved tracking or information system for the delivery of comprehensive Head Start services. Contractor shall enter current, accurate and complete client data.

8.10 The Managing City Department is assigned monitoring, fiscal control, and evaluation of certain projects funded by the City with General or Grant Funds, including the Project covered by this Contract. Therefore, Contractor agrees to permit City and/or HHS to evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Contract and to assess Contractor's compliance with applicable legal and programmatic requirements. At such times and in such form as may be required by the Managing City Department, the Contractor shall make available to the Managing City Department and the Grantor of the Grant Funds, if applicable, such statements, reports, records, personnel files (including evidence of criminal background check(s) as required by Head Start regulations), client files, data, all policies and procedures and information as may be requested by the Managing City Department and shall permit the City and Grantor of the Grant Funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract. Contractor agrees that the failure of the City to monitor, evaluate, or provide guidance and direction shall not relieve the Contactor of any liability to the City for failure to comply with the Terms of the Grant or the terms of this Contract.

8.11 City may, at its discretion, conduct periodic, announced monitoring visits to ensure program and administrative compliance with Head Start Performance Standards, the Head Start Act, and with Program goals and objectives for the contract period. City reserves the right to make unannounced visits to Contractor Program sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery.

8.12 Contractor understands that the City will inform Contractor in a timely manner of the findings of any such review or monitoring, specifically any default under the Contract or deficiencies in performance, and will also inform Contractor in writing of Program strengths and weaknesses and specify a deadline for corrective action when necessary. The City will assist Contractor in finding solutions for Program improvement if and as appropriate.

8.13 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. The parties agree that a shorter time frame may be necessary for response in the case of the single audit and shall cooperate to meet deadlines necessary to comply with the single audit requirements. In the event that Contractor fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, the City may, upon reasonable notice, suspend reimbursements to Contractor until such reports are delivered to City. Furthermore, the Contractor ensures that all information contained in all required reports or information submitted to City is accurate.

8.14 (A) Unless disclosure is authorized by the City, Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information.

(B) However, if disclosure is permitted by law or required by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement.

(C) Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.14, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.14 shall not be construed to limit HHS's, the City's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Contract. Upon termination or expiration of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Contract. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

8.15 The Public Information Act, Government Code Section 552.021, requires the City and Contractor to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance.. Therefore, if Contractor or City receives inquiries regarding documents within its possession pursuant to this Contract, the Party receiving such request shall (a) within twenty-four (24) hours of receiving the requests forward such requests to the other Party for notification purposes and to afford the other Party the opportunity to assert any applicable arguments or protections necessary to protect its information, and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to State or Federal law. If the requested information is confidential pursuant to State or federal law, the Party receiving such request shall submit to the other Party the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

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

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII, Section 8.15 of this Contract.

8.17 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and 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. 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") in the Project shall be solely vested in City. As owner of the tangible and intangible intellectual property, City shall have the right to reproduce, publish, authorize others to reproduce or publish, or otherwise use such material. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.18 In the event that Contractor desires to copyright material or to permit any third-party to do so, Contractor must obtain City's prior written approval to do so and must appropriately acknowledge City's support in any such materials.

8.19 Subject to obligations to maintain confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Business Associate Agreement (attached hereto and incorporated herein as **Attachment V),** and the limitations imposed by each regarding transfer of information, any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Contract is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor. Contractor 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.

IX. INSURANCE AND INDEMNIFICATION

9.1 Insurance

Contractor is a political subdivision of the State of Texas immune from tort action except as provided under the Texas Tort Claims Act, TEX. CIV. PRAC. & REM. CODE §§ 101.001 et. seq. (Vernon 1986), as amended. Liability of Contractor is limited to money damages in a maximum amount of $100,000 for each person and $300,000 for each single occurrence for bodily injury or death and $100,000 for injury to or destruction of property. Contractor maintains a self-insurance fund sufficient to meet its possible exposure under the TEXAS TORT CLAIMS ACT. Contractor shall provide City with at least fifteen (15) days advance notice of cancellation or non-renewal of such insurance. Contractor shall issue to City upon its request, copies of any applicable certificates of insurance, renewal, surcharge, cancellation notice, and/or verification of coverage. Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Department of Human Services
P.O. Box 839966
San Antonio, Texas 78283-3966

(A) Within five (5) calendar days of a suspension, cancellation 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.

(B) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(C) Nothing herein contained shall be construed as limiting in any way 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.

(D) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.

(E) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract.

(F) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

9.2 Indemnification.

Contractor acknowledges that is a political subdivisions of the State of Texas and is subject to, and complies with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of

action that may be asserted by third parties, including but not limited to those resulting or arising from any and all injuries or death of any person or damage to any property arising from or related to this Contract.

9.3 Acts and Omissions.

City and Contractor both agree to accept and each entity is responsible for its own acts and omissions in providing services pursuant to this Contract as well as those acts or omissions of its employees and nothing in this Contract shall be construed to place any responsibility for such acts or omissions onto the other party.

X. THIS SECTION INTENTIONALLY LEFT BLANK

XI. APPLICABLE LAWS

11.1 Contractor, and all of the work performed under this Contract, shall 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 of San Antonio and Bexar County. Contractor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

11.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by Federal, State, or other granting entities. Consequently, Contractor agrees to comply with all laws, ordinances, codes, rules, regulations, policies, and procedures, including all licensing standards and all applicable accreditation standards, applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract, including but not limited to:

(A) The Head Start Act (42 U.S.C. §9801 *et seq.*, as amended);

(B) 45 C.F.R. Part 1301 *et seq.*;

(C) The Terms of the HHS Grant;

(D) As applicable, 45 C.F.R. 75 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards");

(E) Texas Child Care Licensing laws;

(F) The Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 *et. al.* titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance), as applicable;

(G) Official record retention schedules as established by the Local Government Records Act of 1989; and

(H) The Texas Public Information Act, at Chapter 552, The Texas Government Code.

11.3 Contractor further understands and agrees:

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

each subcontract to this Contract exceeding $150,000.00 financed in whole or in part with federal funds.

(B) to 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) to 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) to include a provision requiring compliance with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) and as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States."

(E) to comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141–3144, and 3146–3148), and as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, implementing regulations, and the relevant Additional OMB Provisions attached hereto and incorporated herein for all purposes as **Attachment VI**, and to include a provision requiring compliance with the each in any construction contracts of more than $2,000.00, and report all suspected or reported violations to HHS.

(F) to comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), and any applicable implementing regulations. Contractor verifies it has tendered said Certificate to the City.

(G) to comply with the applicable standards under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§11431 *et seq.*), and any applicable implementing regulations, as may be applicable.

(H) to comply with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5), relating to all contracts that involve the employment of mechanics or laborers, and the relevant provisions in **Attachment VI**, which provides, in part, that each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, that work in excess of the standard work week be compensated at a rate at least one and a half times the basic rate of pay, and that no laborer or mechanic must be required to work under conditions which are unsanitary, hazardous or dangerous.

(I) to 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 Contractor for the provision of regular or routine health care or day care or early childhood development (Head Start) services to children or for the use of the employees of the City or Contractor who provide such services.

(J) that Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11.4 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707 and 8101-8106, as amended). Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

11.5 Contractor shall comply with all federal, state, or local laws, rules, and orders prohibiting discrimination, and shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment. As a party to this Contract, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City

Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Consistent with the foregoing, Contractor agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by regulations at 41 C.F.R. Part 60. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

(A) Title 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; (Title 20 USC sections 1681-1688);

(E) Fair Labor Standards Act of 1938, as amended;

(F) Equal Pay Act of 1963, P.L. 88-38; and

(G) All applicable regulations implementing the above laws.

12.5.1 Further, if Contractor 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, Contractor must comply with the Equal Employment Opportunity provisions in **Attachment VI** and all of the Executive Order and Code of Federal Regulations provisions previously cited in Section 12.5, and must include the provisions in any of its subcontracts.

11.6 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to, related to:

(A) worker's compensation;

(B) unemployment insurance;

(C) timely deposits of payroll deductions;

(D) 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;

(E) Occupational Safety and Health Act regulations; and

(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

11.7 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, and all regulations thereunder.

12.8 Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they relate to the procurement of recovered materials, as required by 2 CFR 200.322 and as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations.

11.10 If applicable, 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.

XII. NO SOLICITATION/CONFLICT OF INTEREST

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

12.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

12.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

12.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:

(A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

12.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; an 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 entity, or ten (10) percent or more of the fair market value of the entity; an entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.

12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, that Contractor is a public entity and Contractor's representative further warrants and certifies that no City officer or employee nor any spouse, parent, child, sibling of first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of Contractor, or ten (10) percent or more of the fair market value of the Contractor. Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIII. TERMINATION

13.1 (a) Termination for Cause – Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall have the right to terminate this Contract by sending written notice to the Contractor of such termination, and specifying the effective date of termination.

(b) Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than 120 days following the day on which notice is sent, unless earlier terminated under any other provision herein. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than 120 days following the day on which notice is sent, unless earlier termination occurs under any other provision herein..

13.2 The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the Parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

13.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then the Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified by law.

13.5 Should the Contractor be debarred by federal government or the City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may be grounds for termination.

13.6 This Contract is subject to the availability of federal grant funds to City and may be terminated by the City if HHS terminates the City as a grantee or reduces the amount granted to City, for any reason; provided that, if the reduction of grant funds does not result in complete unavailability of such funds, the Parties will use best efforts to amend this Contract accordingly. City will promptly notify Contractor of any such HHS action.

13.7 In all instances of termination, Contractor shall not incur new obligations after the effective date of termination, and shall cancel as many outstanding obligations as possible. Contractor shall submit to City all required reports including a final financial statement which shall be a statement of all expenditures incurred by Contractor under this Contract. City shall pay Contractor the full cost of obligations that City determines were not subject to cancellation if such costs are properly documented, allowable, within the approved budget, and unavoidably incurred by Contractor prior to termination or expiration. The foregoing shall constitute full and complete reimbursement for all of Contractor's performance under this Contract.

XIV. PROHIBITION OF POLITICAL ACTIVITIES

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

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

14.3 The prohibitions set forth in Article XIV, Sections 14.1 and 14.2 of this Contract include, but are not limited to, the following:

(A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

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

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

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

XV. PERSONNEL

15.1 Contractor shall establish and maintain an organizational structure that supports the accomplishment of Program objectives, addresses the major functions and responsibilities assigned to each staff position and provides evidence of adequate mechanisms for staff supervision and support to ensure the effective oversight of the Head Start program operations. Contractor shall ensure that, at a minimum, the program management functions listed in the Scope of Work are assigned to and adopted by staff within the Program.

15.2 Contractor understands that the City shall periodically perform its own wage and salary comparison and shall issue such results to Contractor. Contractor understands and agrees that City shall have no obligation to reimburse Contractor in excess of wages to an employee that exceed the average rate of compensation paid to persons providing substantially comparable services in the area. For purposes of this Contract, the City shall accept the wage information set forth in the most recent study commissioned by, or issued by, the Texas Association of School Boards, in determining the rate of reimbursement. Although the City may consider factors such as training and experience as affecting compensation levels, the City shall have the sole and absolute authority to determine the rate of City's reimbursement under the Contract and its decision shall be final due to the City's obligation of ensuring that wage comparability studies meet the requirements of the Head Start Act and implementing regulations. Subject to the restriction set forth in 15.3, Contractor may compensate its employees above the rate the City will reimburse, so long as the additional compensation is not charged to the Contract budget.

15. 3 Contractor expressly understands and agrees that in accordance with 42 U.S.C. §9848, no portion of the Contract funds provided hereunder may be used to pay its employee if compensation (including non-federal funds) to that employee exceeds $179,700.00, or the maximum authorized compensation as may be adjusted from time to time. Furthermore, Contractor agrees that all employees must devote to the Head Start Program the time proportionate to the percentage of their compensation funded through the Head Start program grant (e.g., employees who are one hundred percent (100%) funded through the Head Start grant must devote one hundred percent (100%) of their time and effort to support the Head Start program). Contractor agrees to submit employee certifications if requested by the City or HHS.

15.4 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance process. The grievance process will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

15.5 Contractor agrees to comply with all applicable federal regulations regarding the setting of, and maximum amount allowable for, salaries of Contractor's employees.

15.6 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.

15.7 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

15.8 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister brother, step-brother, spouse, child, and other relative who was the legal guardian of the employee or for whom the employee had legal guardianship. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops.

15.9 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship,

(hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through Contract funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVI. ADVERSARIAL PROCEEDINGS

16.1 Except in circumstances where the following is in conflict with federal law or regulations pertaining to the Head Start Program, Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against the City remains unresolved.

XVII. FEDERAL AND CITY-SUPPORTED PROJECT

17.1 This Section is applicable to all publicity, presentations, signs, press releases, public notices, flyers, brochures, marketing materials, and other informational material prepared, created, posted and/or disseminated during the term of the Agreement by Contractor. Contractor shall obtain City's prior approval of the language and logo, as applicable, to be used, and the Parties agree that all publicity regarding the establishment or operation of the Head Start Program affiliation between City and Contractor described herein shall be planned and implemented as mutually agreed to in advance by the Parties. Contractor agrees that all public notices and any publicity, signs and/or marketing materials regarding any program which is funded by this Contract shall provide a written statement in a form approved or provided by City acknowledging the role of the Federal funds provided by HHS through City hereunder. These public notices or signs include, but are not limited to, signs identifying the facilities from which these programs are provided, and electronic media. In addition, all publicity related to Contractor's Head Start services shall note that the Program is operated on a non-discriminatory basis.

17.2 Contractor further agrees to provide City with a copy of all proposed communications to the public, Head Start parents and employees as it may relate to the City's implementation of the City's Head Start Program model, the transition of Head Start contracts or transition of the Head Start Program, and to obtain the City's approval prior to dissemination.

XVIII. PROPERTY, EQUIPMENT AND SUPPLIES

18.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with Contract funds. It is understood that the terms, "equipment" and "property", as used herein, means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000.00 or more per unit and shall include not only furniture and other durable property, but also vehicles, but shall not include supplies and consumables.

18.2 Contractor agrees that no equipment purchased with Contract funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. Contract funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with Contract funds.

18.3 Contractor shall maintain accurate and complete records on all equipment and property obtained with Contract funds to include:

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

18.4 The Contractor is fully and solely responsible for the insuring, safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Contract funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI) immediately. The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the lost, stolen, missing, damaged and/or destroyed equipment/property. The report submitted by the Contractor to the Managing City Department shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,
(C) A copy of the official written police report or, should the Police not make such copy available within 72 hours of the discovery and reporting of the loss, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report. Contractor shall provide a copy of the official written report to the City within 72 hours of receiving the official written report from law enforcement.

18.5 All equipment (as defined in 18.1 above) purchased under this Contract shall be fully insured against fire, loss and theft. Contractor shall, at a minimum, provide the equivalent insurance for real property and equipment acquired with Contract funds as provided to other property acquired or owned by the Contractor.

18.6 Upon request, the Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

18.7 Contractor shall fully comply with the property and equipment requirements of 45 C.F.R Part 74, 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

18.8 Relative to property, equipment and supplies purchased with Head Start grant funds, Contractor shall route all written correspondence through the Managing City Department for review, endorsement and processing. For equipment purchases in the amount of $5,000.00 or greater or cumulative purchases in the amount of $100,000.00 or greater Contractor shall obtain written approval from the Managing City Department prior to issuance of the bid or other procurement notice and prior to selection of the winning bid or proposal. Contractor shall not split the purchase of a line item greater than the preceding threshold(s) in order to avoid obtaining approval from the Managing City Department.

18.9 Contractor will maintain a system for tracking, on an ongoing basis, inventory of equipment and supplies purchased with Head Start funds that either (i) has a purchase price of $5,000.00 or greater; or (ii) meets such other criteria as City may prescribe (and which City shall notify Contractor as appropriate). Upon request, Contractor will provide City a status report of the current inventory of equipment and supplies meeting these requirements. City shall have the right to review and approve Contractor's inventory tracking system.

18.10 City reserves the right to require transfer of property acquired with funds awarded under this Contract as provided in 45 C.F.R. Part 75, including but not limited to §75.316 *et seq*.

XIX. TRAVEL

19.1 The costs associated with budgeted travel for business, either in-town or out-of -town, are allowable costs provided documentation of expenses is present.

(A) Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record in the vehicle. Mileage records are subject to spot-checks by City auditors and monitors. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

(B) Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall:

1) obtain City's prior approval and provide City with detailed documentation of such business travel expense(s),
2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration,
3) purchase all business travel at economy class rates and shall document such, and
4) maintain supporting documentation for conferences to include itineraries and documentation certifying conference attendance and provide such documentation to City upon request.

XX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

20.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXI. DEBARMENT

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

21.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the contract, including any renewals hereof,

Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXII. ASSIGNMENT

22.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City, and if applicable, the Grantor of the Grant Funds. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIII. AMENDMENT

23.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio if permitted by all applicable local, state and federal laws, and in the following circumstances:

A. An increase in funding (the cause of which is unrelated to the reason set forth in Section 23.1(E) below) of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Contract funding during the term of this Contract shall not exceed the foregoing amount;

B. Modifications to the Scope of Work set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the substantive parameters set forth in the original Scope of Work, also set forth in **Attachment I** hereto;

C. Budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Section 3.1 of this Contract remains unchanged; (these modifications may be accomplished through Budget Revisions);

D. Modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department.

E. decreases (and increases if the City agrees to allocate additional enrollment slots to Contractor) 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).

23.2 Contractor further agrees that except when the terms of this Contract expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing and approved by HHS.

XXIV. SUBCONTRACTING

24.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and the Grantor of the Grant Funds, if so required by said Grantor.

24.2 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the Parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to

be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

24.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

24.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

25.5 Contractor 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 the termination will be effected and the basis for settlement.

XXV OFFICIAL COMMUNICATIONS

25.1 Except where the terms of this Contract expressly provide otherwise, any election, notice or communication required or permitted to be given under this Contract shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

City:
Director
Department of Human Services
106 S. St. Mary's Street, Suite 700
San Antonio, Texas 78205

Contractor:
Theresa de la Haya, Senior Vice President
Community Health & Clinical Preventive Programs
University Health System
701 So. Zarzamora
San Antonio, Texas 78207

With a copy to:
Roberto Villarreal, MD, MPH
Senior VP, Research & Information Management
University Health System
4502 Medical Drive, MS 45-2
San Antonio, Texas 78229-4493

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.

XXVI. VENUE

26.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be bought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XXVII. GENDER

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

XXIII. REPRESENTATIONS AND OTHER OBLIGATIONS

28.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that (s)he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Whether a non-profit or public entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements upon request by City.

28.2 This Contract is based on the representation of Contractor that it is financially viable, solvent, and accountable for its expenditures; that it has the continuing capability to furnish the non-Federal Share of the cost of operating its approved Contractor Program; and that Program funds disbursed to Contractor will be expended only for allowable costs in the implementation of the Contractor Program which is the subject of this Contract. Contractor represents that there are no financial limitations or impediments that would make it not viable, solvent and accountable such that the flow of Program funds might be diverted away from the operation and maintenance of the Program which is the subject of this Contract.

28.3 In the event that circumstances arise which might result in interference with Contractor's ability to provide the services which are the subject of this Contract, Contractor agrees to inform City of those circumstances immediately upon their discovery. Contractor agrees that reimbursement to Contractor, upon reasonable notice, may be suspended by City until such financial circumstances giving rise to the possible interference with the operation of the Program have been eliminated, provided, however, that authorized expenditures made prior to the suspension, and approved by City shall be disbursed pursuant to the terms of this Contract.

XXIX. LICENSES AND TRAINING

29.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXX. INDEPENDENT CONTRACTOR

30.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither Party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

30.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto.

30.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXI. SEVERABILITY

31.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract

shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXXII. NON-WAIVER OF PERFORMANCE

32.1 No waiver by City of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall 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 herein contained. Further, any failure of City to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

XXXIII. CONTRIBUTION PROHIBITIONS

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory to a proposed contractual relationship that applies for a "high profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. . Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-risk 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.

33.2 Contractor acknowledges that the City has identified this Contract as high profile.

33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

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XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the Parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, 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 Contract.

In witness of which this Contract has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

_____
Melody Woosley, Director
Department of Human Services

CONTRACTOR:
Bexar County Hospital District d/b/a University Health System

_____
George B. Hernandez, Jr.
President/Chief Executive Officer

APPROVED AS TO FORM:

_____
Assistant City Attorney

APPROVED AS TO FORM:

_____
Associate General Counsel

ATTACHMENTS
Attachment I – Scope of Work
Attachment II – Program Budget
Attachment III – Special Provisions
Attachment IV – HHS Award Document
Attachment V – HIPAA Business Associate Agreement
Attachment VI – Additional OMB Provisions

SCOPE OF WORK

1. Summary

To promote healthy development and ensure optimal learning, Contractor will provide Head Start health services to children enrolled in the Head Start Program, as needed, in accordance with the Head Start Performance Standards and the terms of this Contract. Contractor will conduct Lead, Hemoglobin Screenings for all children who need it. Contractor will also perform complete physical exams for all uninsured children in the Head Start Program. Additionally, Contractor agrees to serve as a medical provider and perform complete physical exams for children referred from Head Start service providers. Contractor will provide guidance and advice in the area of health to Head Start service providers when requested.

2. Program Services

A. Contractor shall provide Head Start program services to eligible children without regard to age, race, creed, color, sex, or national origin.

B. Contractor shall use Head Start funds for professional medical services when no other funding source is available, in accordance with Head Start Performance Standards. If funds are used for medical services, Contractor must have and provide to the City upon request written documentation of their efforts to access other available sources of funding.

C. Contractor shall establish an ongoing monitoring system and conduct internal monitoring of operations throughout the program year, notifying the City when the Contractor identifies possible or actual lack of compliance with the Head Start Performance Standards, Head Start Act, City's program policies or terms of this contract. Contractor will make copies of monitoring reports available to the City upon request.

D. Contractor shall establish and maintain an organizational structure that supports the accomplishment of Program objectives and supports Education Service Providers to ensure all the required Head Start health services are provided. At a minimum, management of medical services must be assigned to an individual serving in the role of a Medical Assistant (MA) or Patient Care Attendant (PCA). This individual and any supporting staff or consultants must be licensed or certified health professionals with experience and expertise in serving young children and their families. Contractor shall ensure that employees who are one hundred percent (100%) funded through the Head Start grant devote one hundred percent (100%) of their time and effort to support the Head Start Program. Contractor will provide administrative support to ensure that all Head Start activities are coordinated and billed accordingly.

E. Contractor shall ensure that its Head Start Program shall be, and remain, in full compliance with the Head Start Performance Standards as provided in Head Start regulations, 45 CFR Part 1301 *et seq.* and with the Head Start Act, as amended, 42 U.S.C. 9801 *et. seq*.

F. Contractor must strive to perform the following no later than 90 calendar days of the child's entry into the Program, and as needed throughout the program school year as new children enter the Program:

1. Contractor shall perform a complete unclothed physical examination for all children who are referred from Head Start service providers. This complete physical exam must be conducted in accordance with the Texas Health and Human Services Health Steps (THSteps) requirements. Contractor must provide copies of the physical exam documentation to Head Start service providers' Health Coordinators. Contractor must also verify or make a determination as to whether or not the child is eligible for health insurance, including Medicaid, Children's Health Insurance Program (CHIP), UHS CareLink or other insurances. Contractor shall ensure no other funding sources are available before using Head Start funds.

2. If Education Service Providers determine that an uninsured child has not received the required physical examination or that the physical examination is incomplete, Contractor will coordinate with Education Service Provider, the uninsured child's medical home or health service provider to have the physical examination completed or, if needed, Contractor must complete the physical examination. Before conducting said physical examination, Contractor shall ensure that the uninsured child has the appropriate consent forms and required documentation. Contractor must refer the uninsured child to the appropriate health care service provider if further medical attention is needed. Contractor shall also ensure no other funding sources are available before using Head Start funds.

G. Contractor, in coordination with the Education Service Provider, must strive to complete the following no later than 90 calendar days of the child's entry into the Program, and as needed throughout the program school year as new children enter the Program:

1. Contractor must conduct Lead, Hemoglobin Screenings for all children in the Head Start Program who need it at the appropriate Head Start Center. Contractor will provide the appropriate Consent and Release of Information form. Contractor will initiate the work as soon as the Education Service Provider completes the initial assessment and the Contractor receives a list of the children that require these screenings.

2. If screenings indicate a lead level above normal, Contractor shall refer the child to a health professional for further evaluation and treatment and inform the appropriate Education Service Provider. Contractor will provide a referral letter to parents and Service Provider stating lead level, and will be responsible for explaining/counseling elevated lead levels to parents, when needed and as appropriate. All such parent follow up activities as described in this section shall be in accordance with the written procedures stipulated in Section 2(H)(3) of the Scope of Work.

3. If the screenings indicate an abnormal Hemoglobin level, Contractor shall refer the child to a health professional for further evaluation and treatment and inform the appropriate Education Service Provider. Contractor will provide a referral letterto parents and provider stating Hemoglobin level, and will be responsible for explaining/counseling abnormal levels to parents, when needed and as appropriate. All such parent follow up activities described in this section shall be in accordance with the written procedures stipulated in Section 2(H)(3) of the Scope of Work.

H. Contractor must coordinate directly with the Education Service Providers' Health Coordinators to ensure that there is a system of appointments, document collection, follow-up and information

sharing for the provision of Lead and Hemoglobin Screenings and Physical Exams for uninsured children in the Head Start Program to include the following:

1. Contractor's MA/PCA will carry out the following:
   a) Conduct the follow up for all abnormal Lead and Hemoglobin levels and create a system of documentation. Follow up will include the following actions:
      - Contacting all parents of children with high levels of lead/hemoglobin results to provide as needed education or interpretation of results.
      - Follow up a minimum of 30 days until parents get confirmation child is in doctor's care or until rescreen indicates safe levels of lead/hemoglobin.
      - Enter all lead/hemoglobin follow-up notes in ChildPlus within 7 days from receiving information.
   b) Contractor (RN, NP) must be available on an as needed basis to assess Physical Exams for health concern follow up and answer medical concerns related to the THSteps EPSDT. Findings will be reported to the City and Education Service Providers on a timely basis. All such parent follow up activities described in this section shall be in accordance with the written procedures stipulated in Section 2(H)(3) of the Scope of Work.

2. Contractor will carry out the following:
   a) Provide City and Education Service Providers ChildPlus status reports on Lead and Hemoglobin of Head Start children on a monthly basis and as requested by the City. Reports must include number of campus visits, number of children screened for lead and hemoglobin, and number of children indentified with abnormal lead and/or hemoglobin (referrals).
   b) Be responsible for the ChildPlus data entry on health events of Lead Test and Hemoglobin Tests. Contractor must create the Lead Test and the Hemoglobin health events in ChildPlus, and input event date, status and results with the health services module for every Head Start child served. The information must be entered into ChildPlus no later than three (3) business days from the date of service. If appropriate, Contractor must check appropriate referral section on the health events.
   c) Conduct a THSteps Medical Checkup, e.g. blood pressure, height and weight, etc., on Head Start children identified by the City and/or Education Service Provider on an as needed basis.
   d) Reporting on testing updates during monthly Health Coordinators Monthly meetings and bi-monthly Head Start Directors meetings.

3. Contractor and City will collaboratively develop and mutually agree upon written procedures prior to the start of the 2016-2017 program year that will govern the parent follow-up activities described in Section 2(G) and 2(H) of this Scope of Work. City acknowledges that Contractor is not required to conduct parent follow up activities as described in Section 2(G) and 2(H) of this Scope of Work until such written procedures are agreed upon by the parties. Such procedures must describe, at a minimum, the type of parent contact required, the required follow up timeline for each activity and the number of contacts required prior to referral to proper campus health coordinator or other Head Start staff member. Contractor acknowledges that such procedures must be in compliance with the Head Start Performance Standards, Head Start Act and any

other guidance or clarification from HHS as well as the City of San Antonio Head Start policies and guidance.

I. Contractor must provide written referral or written correspondence to parent(s) of uninsured Head Start enrollees, who received a physical examination, explaining abnormal findings in accordance with the Health Insurance Portability and Accountability Act (HIPPA) and all appropriate state and federal statutes and regulations.

J. At COSA's request, physical examinations may be performed utilizing the pediatric mobile unit at the Head Start Centers after hours or during the weekend. The child's parent or legal guardian must be present during the physical examination. Contractor will provide the City, upon request, with a list of Contractor's ambulatory facility hours and locations indicating the availability of child examinations and immunizations. Contractor will work with City to adjust the Contractor's hours of operation in order to meet the needs of parents and Head Start service providers.

K. Contractor must establish, implement and maintain communication systems to ensure that timely, accurate and appropriate information is provided to parents, Health Coordinators and Education Service Providers.

L. Contractor will coordinate with the City to make available University Health System's Pediatric Mobile Unit (PMU) to Head Start program sites on as needed basis to perform professional medical services in accordance with the Head Start Performance Standards. The City will facilitate the provision of Contractor's services by assisting with the following:

1. City will obtain needed paperwork from Parent and/or legal guardian prior to appointment.
2. City will ensure Parent and/or legal guardian or other consented adult is present with the child during the duration of the THSteps EPSDT and/or immunizations
3. If the parent and/or legal guardian cannot be present during the time of the scheduled THSteps EPSDT and/or immunizations, the city will obtain special consent form.
4. City will ensure City Health Coordinator and support staff is available to assist when needed during the time the PMU is present at the designated Head Start site.
5. Both City and Contractor will collaborate to ensure a maximum of children are seen during the time the PMU is at the designated Head Start site. The maximum number of children seen will be determined by the staffing availability of UHS.
6. Both City and Contractor will also collaborate to ensure all available PMU slots are scheduled in advance.
    a. City and Contractor will collaborate to determine in advance the number of slots available for that PMU.
    b. In the case that City cannot fill the PMU slots in advance, City may cancel scheduled PMU visit with one week's prior written notice to Contractor. Such cancellation will be at no additional cost to the City.
    c. UHS will require at least 5 confirmed Head Start patients in order for the PMU to visit head start program sites.
    d. City will ensure that all necessary paperwork required for UHS to perform a Texas Health Steps including a list of children who are scheduled to be seen will be emailed/faxed no later than one-week prior to scheduled visit. Failure to provide UHS the necessary paperwork prior to the visit will result in cancellation of the scheduled date to perform Texas Health Steps examinations.

e. If space is available, UHS agrees to provide services to any child City presents with proper documentation at PMU site.

M. Contractor will provide the following professional medical services: THSteps EPSDT and immunizations. Contractor will provide parent and/or legal guardian with a copy of the THSteps EPSDT and/or proof of the immunization administered. Contractor will make every effort to provide services funded through Medicaid, CHIP, or private/3rd party health insurance. Contractor may invoice the City $82.00 per unfunded exam for uninsured children. Contractor may also invoice the City $22.00 for each immunization administered to uninsured children. If the child does not have insurance, Contractor will provide City with the child's name and contact information.

3. Program Governance

A. Contractor's Governing Board shall be in full compliance with Head Start requirements regarding governance, management and programmatic operations applicable to recipients of Head Start grant funds, including those set forth at 45 CFR §1301 *et. seq.* Contractor's Governing Board members or representatives of the Board shall be offered the opportunity to participate in Board education activities arranged by City. Contractor shall also offer the Governing Board members and representatives of the Board the opportunity to engage in a cooperative strategic planning process with respect to the City's Head Start Program and shall submit any final strategic plans developed through such process to City for approval.

B. Contractor shall assure that City is kept fully apprised of the composition and actions of Contractor's Governing Board to the extent such actions affect Contractor's provision of Head Start services.

C. Contractor shall seek and obtain the City's written approval before making any material revisions in Contractor's Head Start services that conflicts or violates (i) the City's refunding application, as amended, to the U.S. Department of Health and Human Services (HHS), (ii) the Terms of the Grant, and (iii) the terms of this Contract.

4. Licensure/Staffing

Contractor shall obtain and maintain all necessary and appropriate State licenses, permits, certifications, and approvals required for the operation of Contractor's programs including those supported by this Contract. Upon commencement of the Contract, Contractor shall notify the City that it is in compliance with this provision. If at any time Contractor is out of compliance with this provision, Contractor shall notify the City within one (1) Contractor business day of receipt of written notice of violation or complaint from the state licensing, certifying or permit-issuing authority indicating lack of licensure, permitting or certification, as the case may be, and shall take all necessary steps to cure such violation. Contractor further agrees that all personnel, either employed or contracted, assigned by Contractor to provide the Head Start Program health services set forth above shall, as appropriate or required by law, be fully qualified and authorized under applicable law, to perform such Head Start Program Services.

5. Participation

Contractor shall make time and resources available to support: (i) participation by Contractor in meetings with City staff for community assessment, self-assessment, strategic planning, development of

training and technical assistance plan, communication and program development activities; (ii) participation in technical assistance trainings and service enhancements developed by City and the Head Start training and technical assistance service provider, as well as other Head Start trainings that may be developed by relevant federal or state agencies; and (iii) an appropriate level of attendance of Contractor's Governing Board Members or the Board's representatives at national, regional and/or State Head Start conferences/trainings.

Attachment II

[INSERT THE PROGRAM BUDGET]

AGENCY NAME: University Health System, Support Services

PROGRAM NAME: City of San Antonio Head Start Program

TERM OF CONTRACT: February 1, 2016 to January 31, 2107

Categories	Federal Share Funding	Non-Federal Share Match	Total Budget	Federal Admin Funding	Non-Federal Admin Match	Total Admin Budget	
Salaries	$41,352	$19,180	$60,532	$0	$5,666	$5,666	
Fringe Benefits	$3,196	$190	$3,386	$0	$433	$433	
TOTAL PERSONNEL	$44,548	$19,370	$63,918	$0	$6,099	$6,099	
Travel	$0	$0	$0	$0	$0	$0	
Equipment	$0	$0	$0	$0	$0	$0	
Supplies	$28,215	$0	$28,215	$0	$0	$0	
Contractual	$2,460	$0	$2,460	$0	$0	$0	
Other	$2,257	$0	$2,257	$0	$0	$0	
TOTALS	$77,480	$19,370	$96,850	$0	$6,099	$6,099	6%

11/30/2015

Signature of Agency Authorized Representative — Date

Signature of Agency's Head Start Director — Date

This section reserved for COSA use only

Reviewed by:

12/02/15

Contract Monitor Signature and Date

12/4/15

Fiscal Monitor Signature and Date

Approved by:

12/02/15

COSA Head Start Administrator Signature and Date

12/4/15

Fiscal Manager Signature and Date

Attachment II

City of San Antonio Head Start Program
University Health System, Support Services
February 1, 2016 to January 31, 2017

B Category	C Category Description Job Title	D # of Positions	E Salary/Wage per Pay Period	F # of Pay Periods	G Total Annual Salary Columns D x E x F	H % Allocated to Head Start	I TOTAL BUDGET Column G x H	J Federal Reimbursement Amount from Column I	K Non Federal In Kind Amount from Column I	L TOTAL PROGRAM Columns J + K	M Federal Admin Reimbursement Amount from Column J	N Non Federal Admin In Kind from Column K
											Total Admin Costs = M + N	
Salaries	Program Manager	1	1,874	26	48,724	50%	24,362	24,362		24,362		
Salaries	Medical Assistant	1	647	10	6,470	100%	6,470	6,470		6,470		
Salaries	Patient Care Attendant	1	539	10	5,390	100%	5,390	5,390		5,390		
Salaries	Patient Care Attendant	1	516	10	5,160	100%	5,160	5,160		5,160		
Salaries	Staff Accountant (in-kind)	1	1,981	26	51,506	11%	5,666		5,666	5,666		5,666
Salaries	Nurse Practitioner (in-kind)	1	3,169	26	82,394	8%	6,592		6,592	6,592		
Salaries	Medical Assistant (in-kind)	1	1,109	26	28,834	8%	2,307		2,307	2,307		
Salaries	Licensed Vocational Nurse (in-kind)	1	1,268	26	32,968	8%	2,637		2,637	2,637		
Salaries	OPSCR (in-kind)	1	951	26	24,726	8%	1,978		1,978	1,978		
Salaries					0		0			0		
Salaries					0		0			0		
Salaries					0		0			0		
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Salaries					0		0			0		
Salaries					0		0			0		
Fringe	FICA						3,356	3,166	190	3,356		433
Fringe	Life Insurance; Dental; Long Term Disability									0		
Fringe	Retirement									0		
Fringe	Health Insurance									0		
Fringe	Worker's Compensation									0		
Fringe	Unemployment Ins.									0		
Travel	Official Travel (out of town)									0		
Equipment	Equipment >$5,000 per unit cost									0		
Equipment	Equipment >$5,000 per unit cost,									0		
Equipment	Equipment >$5,000 per unit cost,									0		
Equipment	Equipment >$5,000 per unit cost,									0		
Supplies	Office Supplies						3,500	3,500		3,500		
Supplies	Classroom Supplies									0		
Supplies	Medical and Dental Supplies						24,715	24,715		24,715		
Supplies	Janitorial Supplies									0		
Supplies	Tools, Apparatus and Accessories (Under $100 each)									0		
Supplies	Computer Software									0		
Supplies	Cap <5000 - Computers									0		
Supplies	Cap <5000 - Machinery & Equipment									0		
Supplies	Cap <5000 - Furniture & Fixtures									0		

Attachment II

City of San Antonio Head Start Program
University Health System, Support Services
February 1, 2016 to January 31, 2017

B Category	C Category Description	D # of Positions	E Salary/Wage per Pay Period	F # of Pay Periods	G Total Annual Salary	H % Allocated to Head Start	I TOTAL BUDGET	J Federal Reimbursement Amount	K Non Federal In Kind Amount	L TOTAL PROGRAM	M Federal Admin Reimbursement Amount	N Non Federal Admin In Kind
											Total Admin Costs = M + N	
Contractual	Fees to Professionals (Must be Specific)>									0		
Contractual	Fees to Professionals (Must be Specific)>									0		
Contractual	Fees to Professionals (Must be Specific)>									0		
Contractual	Contractual Services: (Must be Specific)>	Unfunded Head Start Exams					2,460	2,460		2,460		
Contractual	Contractual Services: (Must be Specific)>									0		
Contractual	Contractual Services: (Must be Specific)>									0		
Contractual	Contractual Services: (Must be Specific)>									0		
Contractual	Other Contractual Services: (Must be Specific)>									0		
Other	Staff Development/Training/Seminars(Parent&Staff)									0		
Other	Advertising and Publications									0		
Other	Membership Dues and Licenses									0		
Other	Binding Printing and Reproduction						50	50		50		
Other	Subscriptions to Publications									0		
Other	Transportation Fees-Staff Mileage						2,000	2,000		2,000		
Other	Transportation Fees- Field Trips -Children									0		
Other	Maint - Buildings and Improvements									0		
Other	Maint - Machinery & Equipment									0		
Other	Maint & Rep- Automotive									0		
Other	Mail and Parcel Post						50	50		50		
Other	Rental of Office Equipment									0		
Other	Rental of Facilities									0		
Other	Alarm and Security Services									0		
Other	M&R Parts Automotive									0		
Other	Food for children/staff (NOT reimbursed by USDA)									0		
Other	Telephone/Fax/Internet									0		
Other	Cellular Phone Service						157	157		157		
Other	Motor Fuel and Lubricants									0		
Other	Software Licensing									0		
Other	Gas and Electricity									0		
Other	Water and Sewer									0		
Other	General Liability Insurance									0		
Other	Building Insurance									0		
Other	Vehicle Insurance									0		
Other	Equipment Insurance									0		
Other	Relocation Expense/Cost of Moving									0		
Other	Depreciation (Limited to Non-Federal Share)									0		
Other	In-Kind Parent Participation (Limited to Non-Federal Share)									0		
Other	In-Kind Volunteers (Limited to Non-Federal Share)									0		
Other	In-Kind Other									0		
										0		
	TOTAL BUDGET						96,850	77,480	19,370	96,850	0	6,099
	ADMIN COSTS= (M+N) / I	6%										

TOTALS BY CATEGORY/CLASS	I TOTAL BUDGET	J Federal Reimbursement Amount	K Non Federal In Kind Amount	L TOTAL PROGRAM	M Federal Admin	N Non Federal Admin
SALARIES	60,561	41,382	19,180	60,562	0	5,666
FRINGE	3,356	3,166	190	3,356	0	433
TRAVEL	0	0	0	0	0	0
EQUIPMENT	0	0	0	0	0	0
SUPPLIES	28,215	28,215	0	28,215	0	0
CONTRACTUAL	2,460	2,460	0	2,460	0	0
OTHER	2,257	2,257	0	2,257	0	0
TOTAL BUDGET	96,850	77,480	19,370	96,850	0	6,099

Attachment II

ATTACHMENT III
SPECIAL PROVISIONS — Program Year 2016-2017

I. RESTRICTIONS ON USE OF FUNDS OR PROPERTY

In addition to the other applicable restrictions on the use of Head Start funds provided under this Contract, the Contractor is prohibited from:

1) using or transferring funds provided under this Contract for purposes other than authorized Head Start activities;

2) using, pledging, granting a security interest in, or otherwise encumbering any right under this Contract or any property acquired with funds provided under this Contract as collateral or security for any loan, note debenture, bond or any other debt instrument;

3) using any funds provided under this Contract for payment of principal or interest on any loan, note, debenture, bond or any other debt instrument, other than those approved in the 45 C.F.R. Part 74 and by the City

II. REQUIREMENTS FOR PARTICIPATION IN CHILD PLUS DATA SYSTEM

2.01 Child Plus is an electronic case management system managed and licensed by the City. This system maintains child files and an overall wait list and streamlines the process for program entry, qualification, position reservation and referrals. Child Plus enhances performance and improves the overall efficiency of data processing and automation systems in support of Head Start initiatives and is used to compile the annual Program Information Report (PIR).

2.02 Contractor shall:

a) maintain and support Child Plus Data System
b) provide a data entry specialist for Child Plus Data System that will be responsible for entering all required data into the system and who will be the designated contact person with regard to data entries;
c) attend meetings with the City's Child Plus vendor and City staff to ensure continuity and commitment to the this system;
d) support all design, development, testing and implementation protocols as established by the City by carrying out and complying therewith;
e) participate in preliminary and final testing of the system using City protocols;
f) provide the technical detail required for matching Contractor's system with the Child Plus Data System environment;
g) allow City and its vendor to install data encryption software on the Child Care System Database network; and
i) 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 Head Start project.

2.03 Both Parties agree to:

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

III. CONFIDENTIAL DATA

3.01 The Parties to this Contract 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)

3.02 Contractor understands that City intends to enter into additional agreements with other providers of child care services ("Additional Collaborators") in order to promote the success of the Head Start project. Confidential Data may be shared by City, Contractor, and any Additional Collaborator, except that all parties shall share such information in compliance with state and federal laws relating to confidentiality. All Additional Collaborators shall be required to enter into a written agreement with City containing the confidentiality requirements set forth in this Section III.

3.03 Each Party shall establish a method to secure the Confidential Data in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting a Party to this Contract or an Additional Collaborator, or such Party's authorized representative's right of access to that Party's Confidential Data.

3.04 Neither Party shall disclose or publish Confidential Data or public school education data to any individual or organization that is not a Party to this Contract or an Additional Collaborator, unless required by law or a lawful order of a court of competent jurisdiction. Each Party shall take measures within its organization to ensure that Confidential Data or public school education data is accessible only by those persons working on the Head Start project, or directly providing other public school education / child care services, and only for the purpose of performing or assisting with services required by the Head Start project or other specific public school education / child care services.

3.05 Either Party may disclose Confidential Data to a third party ("Third Party") under contract or affiliated with that Party for the sole purpose of performing or assisting with services required in relation to the Head Start project or other specific child care services, and in compliance with state and federal laws relating to confidentiality. Confidential Data provided to a Third Party shall remain confidential and written confirmation by such Third Party that the Third Party will conform to the requirements of this section shall be provided to the Party prior to delivery of any information to the Third Party.

Attachment IV

[INSERT THE HHS AWARD DOCUMENT]

Attachment V

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the City of San Antonio ("Covered Entity"), and the Bexar County Hospital District d/b/a University Health System, a Business Associate ("BA").

WHEREAS, the City of San Antonio and BA have entered into an Head Start Agreement to provide health services ("Service Contract"), effective February 1, 2016; and

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

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

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

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

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

(1) "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.

(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) "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.

(6) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

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

(8) "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.

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

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

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

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

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

(5) Ensure that 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 Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards to protect such information;

(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 Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(11) Will immediately, and in no event later than 14 days of discovery, notify Covered Entity of any breach of PHI 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.

C. Permitted Uses and Disclosures by BA

(1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 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 Agreement shall commence on the date on which it is fully executed or contract start date of February 1, 2016. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Service Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary 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 Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI, except as required by law.

(b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and

disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

G. Amendment to Comply with Law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

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

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

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

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

L. **INDEMNIFICATION.** ***Contractor acknowledges that is a political subdivision of the State of Texas and is subject to, and complies with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties, including but not limited to those resulting or arising from any and all injuries or death of any person or damage to any property arising from or related to this Contract.***

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 Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

O. **Assignment.** Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval ofBA.

P. **Entire Agreement.** This Agreement constitutes the complete agreement between BA and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contract or any such later agreement(s), the terms of this Agreement shall control unless the

terms of such Service Contract comply with the 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 Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

Q. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXECUTED to be effective February 1, 2016.

COVERED ENTITY
City of San Antonio

Melody Woosley, Director
Department of Human Services

APPROVED AS TO FORM:

Assistant City Attorney

BUSINESS ASSOCIATE:
Bexar County Hospital District d/b/a University Health System

Michael Hernandez, Chief Legal Officer

APPROVED AS TO FORM:

Associate General Counsel

Attachment VI

Additional OMB Provisions

from Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by HHS or the City, all contracts made by the City under the Federal award must contain provisions covering the following, as applicable (2 C.F.R. 200, Appendix II).

Hereinafter in this Attachment VI, Center shall be referred to as "contractor."

Provision	Page Number
Equal Employment Opportunity	**2**
Davis Bacon Act	**4**
Contract Work Hours and Safety Standards Act	**9**

Attachment VI

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

During the performance of this contract, contractor agrees:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to CONTRACTOR's books, records, and accounts by the U.S. Department of Health and Human Services ("HHS") and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Attachment VI

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HHS may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request HHS to enter into such litigation to protect the interests of the United States.

Attachment VI

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

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

(1) Minimum wages.

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

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

(ii)

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an

authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(3) Payrolls and basic records.

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

and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HHS. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HHS, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HHS or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner,

take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program,

the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

Attachment VI

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

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

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

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

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

Attachment V

Governing Body & Policy Council Roles and Responsibilities Framework
2015 - 2016 Program Year

Definitions used in chart

A= General Responsibility B= Operating Responsibility C= Must Approve or Disapprove D = Determined locally NA=Not Applicable

Function	Governing Body	Policy Council	Head Start Program Director	Agency Director	Projected Governing Body Date	Projected Policy Council Date
1. Planning						
a. 1304.50(d)(1)(iii) Procedures for program planning in accordance with this Part and the requirements of 45 CFR 1305.3	A & C	C	B	D	June 2016	June 2016
b. 1304.50(d)(1)(iv) Program philosophy and long- and short-range program goals and objectives (45 CFR 1304.51(a) and 45 CFR 1305.3 for additional requirements regarding program planning).	A & C	C	B	D	May 2016	May 2016
c. 1304.50(d)(1)(v) The selection of Delegate Agencies and their service areas (this regulation is binding on Policy Councils exclusively) (45 CFR 1301.33 and 45 CFR 1305.3(a) for additional requirements about delegate agency and service area selection, respectively).	A&C	C	B (Grantee Only)	D (Grantee Only)	N/A	N/A
d. 1304.50(d)(1)(vii) Criteria for defining recruitment, selection, and enrollment priorities, in accordance with the requirements of 45 CFR Part 1305.	A	C	B	D	February 2016	February 2016
e. 1304.50(d)(1)(i) All funding applications and amendments to funding application for Early Head Start and Head Start, including administrative services, prior to the submission of such application to the grantee (in the case of Policy committees) or to HHS (in the case of Policy Council).	A & C	C	B	D	October 2016 and as needed	October 2016 and as needed
f. 1304.50(f) Policy Council, PCC, and PC reimbursement. Grantee and delegate agencies must enable low-income members to participate fully in their group responsibilities by providing, if necessary reimbursements for reasonable expenses incurred by the members.	A	C	B	D	May 2016	May 2016
g. 1304.50(d)(1)(viii) The annual self-assessment of the grantees or delegate agency's progress in carrying out the programmatic and fiscal intent of its grant application, including planning or other actions that may result from the review of the annual audit and findings from the Federal monitoring review (45CFR 1304.51 (i)(1) for additional requirements about the annual self-assessment).	A	C	B	D	May 2016	May 2016

Definitions used in chart
A = General Responsibility B = Operating Responsibility C= Must Approve or Disapprove D = Determined locally NA=Not Applicable

Function	Governing Body	Policy Council	Head Start Program Director	Agency Director	Projected Governing Body Date	Projected Policy Council Date
2. General Procedures						
a. 1304.50(d)(1)(vi) The composition of the Policy Council and the procedures by which policy group members are chosen	A & C	C	B	D	June 2016	June 2016
b. 1304.50(g)(1) Grantee and delegate agencies must have written policies that define the roles and responsibilities of the governing body members and that inform them of the management procedures and functions necessary to implement a high quality program	A & C	N/A	N/A	D	June 2016	June 2016
c. 13040.50(d)(1)(ii) Procedures describing how the governing body and the appropriate policy group will implement shared decision making	A & C	C	D	D	June 2016	June 2016
d. 1304.50(h) Internal dispute resolution. Each grantee and delegate agency and Policy Council jointly must establish written procedures for resolving internal disputes, including impasse procedures, between the governing body and policy group.	A & C	C	D	D	June 2016	June 2016
e. 1304.50(d)(2)(v) Establish and maintain procedures for hearing and working with the grantee to resolve community complaints about the program.	B	B	D	D	June 2016	June 2016
f. 1304.50(g)(2) Grantee and delegate agencies must ensure that appropriate internal controls are established and implemented to safeguard Federal funds in accordance with 45CFR 1301.13.	A	N/A	D	D	N/A	N/A
g. The annual independent audit that must be conducted with 45CFR 1301.12.	A	N/A	D	D	N/A	N/A
3. Human Resources Management						
a. 1304.50(d)(1)(ix) Program personnel policies and subsequent changes to those policies, in accordance with 45 CFR 1301.31, including standards of conduct for program staff, consultants and volunteers.	A & C	C	D	D	June 2016	June 2016
b. 1304.50(d)(1)(x) Decisions to hire or terminate the Early Head Start or Head Start director of the grantee agency.	A & C	C	N/A	D	N/A	As needed
c. 1304.50(d)(1)(xi) Decisions to hire or terminate any person who works primarily for the Early Head Start or Head Start program of the grantee agency.	A	C	B (Grantee Only)	D	N/A	As needed
d. 1304.50(d0(1)(x) Decisions to hire or terminate the Early Head Start or Head Start Director of the Head Start Program of the delegate agency.	N/A	N/A	N/A	D	N/A	N/A
e. 1304.50(d)(1)(xi) Decisions to hire or terminate any person who works primarily for the Early Head Start or Head Start program of the delegate agency	N/A	N/A	B (Delegate Only)	D	N/A	N/A

HEAD START
City of San Antonio
Department of Human Services

12/03/2015

The Administration for Children and Families (ACF) Head Start Overview of Findings, dated 10/02/15 and received by the City of San Antonio on 10/6/15, identified three areas of non-compliance and six areas of concern related to Environmental Health and Safety. This Corrective Action Plan (CAP) addresses corrective actions for the three non-compliances and six areas of concern found during the Federal Review of Healthy and Safe Environments. The CAP details how findings have been corrected and how the Grantee will ensure that systems are in place to ensure the types of findings discovered do not reoccur in the Program.

I. Non-Compliances

A. Non-compliance in Safe and Clean Facilities

The grantee did not ensure each facility's physical arrangements were consistent with the health, safety, and developmental needs of children and free of safety hazards for children, families, and staff. Observation of 218 program settings found 15 did not provide safe and healthy indoor learning environments.

Part 1304 – Program Performance Standards for Operation of Head Start Programs by Grantees and Delegate Agencies

1304.53 Facilities, Materials, and Equipment

(a) Head Start Physical Environment and Facilities

(10) Grantee and delegate agencies must conduct a safety inspection, at least annually, to ensure that each facility's space, light, ventilation, heat, and other physical arrangements are consistent with the health, safety and developmental needs of children. At a minimum, agencies must ensure that:

(xi) Electrical outlets accessible to children prevent shock through the use of child-resistant covers, the installation of child-protection outlets, or the use of safety plugs;

(xiv) Toilets and handwashing facilities are adequate, clean, in good repair, and easily reached by children. Toileting and diapering areas must be separated from areas used for cooking, eating, or children's activities;

(7) Grantee and delegate agencies must provide for the maintenance, repair, safety, and security of all Early Head Start and Head Start facilities, materials and equipment.

(8) Grantee and delegate agencies must provide a center-based environment free of toxins, such as cigarette smoke, lead, pesticides, herbicides, and other air pollutants as well as soil and water contaminants. Agencies must ensure that no child is present during the spraying of pesticides or herbicides. Children must not return to the affected area until it is safe to do so.

B. Non-Compliance in Healthy Learning Environments

The grantee did not ensure facilities were clean and kept free of undesirable and hazardous conditions. Observations in 218 program settings found 35 did not provide clean and safe learning environments.

Part 1304 – Program Performance Standards for Operation of Head Start Programs by Grantees and Delegate Agencies

1304.53 Facilities, Materials, and Equipment

(a) Head Start Physical Environment and Facilities

(10) Grantee and delegate agencies must conduct a safety inspection, at least annually, to ensure that each facility's space, light, ventilation, heat, and other physical arrangements are consistent with the health, safety and developmental needs of children. At a minimum, agencies must ensure that:

(viii) Indoor and outdoor premises are cleaned daily and kept free of undesirable and hazardous materials and conditions;

C. Non-Compliance in Safe Learning Environments

The grantee did not ensure its established Ongoing Monitoring Procedures ensured Program goals, objectives, and standards were met. The grantee's monitoring activities did not ensure corrective-action-plan activities were implemented and maintained and did not identify all areas of noncompliance.

The grantee's inadequate monitoring was reflected in the condition of facilities and equipment. Observations of 218 settings found 50 were not maintained and were deemed unsafe. The majority of identified issues were never found during the grantee's monitoring visits. In addition, when issues were identified, there was no evidence of follow-up to determine whether health and safety hazards were corrected.

Applicable Standard: Head Start Act
Sec. 641A. Standards: Monitoring of Head Start Agencies and Programs
(g) Self Assessment-
(3) Ongoing Monitoring- Each Head Start agency and each delegate agency shall establish and implement procedures for the on-going monitoring of their respective Programs, to ensure that the operations of the Programs work toward meeting Program goals and objectives and standards described in section (a)(1).

II. Plan to correct areas of non-compliance

A. Corrective Action for Non-compliance in Safe and Clean Facilities

B. Corrective Action for Non-Compliance in Healthy Learning Environments

C. Corrective Action for Non-compliance in Safe Learning Environments

2015-2016
Approach to School Readiness

Early Childhood Education & Parent, Family, and Community Engagement

The City of San Antonio (City) serves as Grantee for the San Antonio Head Start Program. The City provides direct program oversight and monitoring, and contracts with two education service providers (Providers), Edgewood Independent School District and San Antonio Independent School District. EISD and SAISD deliver direct program services that provide early learning opportunities for Head Start eligible children.

The City's Approach to School Readiness addresses the *Program Instruction* issued 11/08/11 (ACF-PI-HS-11-04) and the *Information Memorandum* (ACF-IM-HS-11-06) issued 09/26/2011 from the Office of Head Start, Administration for Children and Families, Department of Health and Human Services. Information in this narrative outlines the steps the City has implemented in order to comply with the *Improving Head Start for School Readiness Act of 2007.*

I. Adopt and align established OHS preschool child goals from the Early Learning Framework, establishing clear school readiness goals across domains

The City of San Antonio Head Start Program defines school readiness as children are ready for kindergarten, families are ready to support their learning and schools are ready to receive them. This is achieved through an ongoing holistic approach that integrates all aspects of child development and the family's well-being, educational, social, and emotional strengths and needs. Recognizing the importance of all Head Start service areas in promoting school readiness, the City values the unique role parents and families play in this process. Parent engagement, opportunities for education, ongoing training and technical assistance, community collaboration and high quality early childhood education are central to the school readiness approach.

The City of San Antonio uses multiple sources of information to establish and update school readiness goals. In addition to district plans and priorities, Providers utilize the Head Start annual Self-Assessment and Community Assessment reports, Five Year Strategic Planning goals, CLASS data, parent surveys, family needs assessments, on-going monitoring reports and child assessment outcome information to define and develop programmatic goals. School readiness is an ongoing process that evaluates needs, and documents activities with the children attending the Head Start program and their families.

Parents are an integral part of the process providing teachers with valuable information pertaining to their child's development and behavior. Information is shared through Ages & Stages Questionnaires (ASQ-3; ASQ-S/E), home visits, parent/teacher conferences and day-to-day interactions. School Readiness information is presented in various ways, including Head Start Parent Orientation, Policy Council meetings, Parent

Connection Committees, conferences, trainings and handouts to ensure all families are informed of the focus on school readiness. The City and Providers are committed to providing engagement opportunities for parents to help prepare their child to enter Kindergarten ready to learn and offer activities and events to support parents' well being and continual learning.

Both EISD and SAISD utilize curricula and assessment tools that are researched-based and align with the Head Start Early Learning Outcomes Framework and Texas Prekindergarten Guidelines *(see Table 1)*.

Table 1: Curriculum and Assessment Tools

	Edgewood ISD	San Antonio ISD
Curriculum	• Scholastic Big Day for Pre-K • I am Moving, I am Learning • Cavity Free Kids	• Frog Street Press • I am Moving, I am Learning • Cavity Free Kids
Assessments	• CIRCLE-C-PALLS • LAP-3	• CIRCLE-C-PALLS • LAP-3 • High Scope Child Observation Record (COR)

The City sets the approach to school readiness by guiding conversations with the Providers and community partners. The *Approach* emphasizes the importance of the most current research and best practices, and continual improvement across all aspects of Head Start and all early education systems.

II. Create and implement a plan of action for achieving the established school readiness goals

The City of San Antonio works with EISD SAISD to establish the school readiness goals for each of the five domains. Both EISD and SAISD submit an annual program School Readiness Plan of Action according to the timeline and requirements provided by the City of San Antonio. Goals are identified within the five domains as outlined in the *Program Instruction* issued 11/08/11 (ACF-PI-HS-11-04): Language and Literacy, Cognition, Social and Emotional Development, Approaches to Learning and Perceptual, Motor, and Physical Development. In addition, goals are linked to specific outcomes as defined by the Parent, Family & Community Engagement Framework (PFCE) *in Information Memorandum* (ACF-IM-HS-11-06).

The Plan of Action includes PFCE Outcomes, program impact areas and alignment to the Head Start Early Learning Outcomes Framework, Texas Prekindergarten Guidelines and the district curriculum. In addition, the Plan of Action includes specific activities, responsible individuals, and measures of success related to the program impact areas.

Each Provider maintains a School Readiness Leadership Team that includes, at a minimum, teachers, site administrators, parents, and Education and Family Support staff. The School Readiness Leadership Teams meets at minimum twice per year to review, revise and discuss outcomes as applicable to the defined school readiness goals.

III. Assess child progress on an ongoing basis and aggregate and analyze data at multiple times throughout the year

Central to the Head Start philosophy and school readiness is *individualization*, for the child and family. Individualization in instruction consists of student-based activities, lessons and assessments that support learning and development based on an individual child's strengths, needs, and interests with input from the child, his/her parents and data collected through formal and informal assessments.

Formal child assessment data is collected, aggregated, and analyzed three times per year, beginning of the year (BOY), middle of the year (MOY), and end of the year (EOY) *(see Table 2)*. Formal assessment data is analyzed at the child, classroom, provider, and program level and used to adjust instruction, design professional development opportunities, share with parents, and/or make program adjustments for improvement and moving the children's progress forward. BOY assessment data provides the baseline of each child's strengths and needs and provides education staff with areas for additional support. MOY assessment data is compared with BOY data to determine gains and identify areas for continued support. EOY assessment data is used to identify student growth and program improvements. At the end of the program year, an analysis and comparison of BOY, MOY, and EOY is completed to identify patterns and trends that indicate student achievement, impact of service delivery, and school readiness goals for the upcoming program year.

Table 2: 2015-2016 Assessment and Data Analysis Report Due Dates

Assessment and Data Reporting	Due Date
Beginning of Year Assessment Checkpoint	11/13/2015
BOY Data Analysis Report	12/15/2015
Middle of the Year Assessment Checkpoint	2/12/2016
MOY Data Analysis Report	3/08/2016
End of the Year Assessment Checkpoint	5/13/2016
EOY Data Analysis Report	6/14/2016

IV. Examine data for patterns of progress for groups of children in order to revise, or develop and implement plans for program improvement

The City of San Antonio utilizes multiple data sources to inform, revise, and update the Approach to School Readiness, including the annual Self Assessment, Community Assessment, Parent Survey, formal and informal child assessments, CLASS scores, monitoring reports and site visit information. Providers work with their School Readiness Leadership Teams for continual improvement to review, revise and submit updates to the City (*see Table 3*).

Table 3: 2015-2016 School Readiness Goals Submission Due Dates

Education Service Provider School Readiness Goals	Due Date
2015-2016 School Readiness Plan of Action	09/01/2015
School Readiness Plan of Action - Progress Updates	12/15/2015
School Readiness Plan of Action - Analysis of Achievement	06/14/2016
2015-2016 School Readiness Plan of Action - Revision and Submission	08/01/2016

The Classroom Assessment Scoring System (CLASS) is a research and reliability based tool and is used within early childhood programs across the nation to assess the quality of teacher/child interactions. Reliability trainings are offered by qualified staff on the use and implementation of the CLASS tool.

The City has implemented a CLASS system and includes an observation period conducted during the program year. Data is analyzed to determine professional development and program improvement planning. Research has shown a relationship between high CLASS scores and positive child outcomes. Each Provider is required to include information specifically related to CLASS in the School Readiness Plan of Action.

The City will work with the Providers to coordinate opportunities for parents to learn more about the CLASS tool, measures and strategies that can be used at home to support ongoing positive adult/child interactions.

City staff will offer continual support to the Providers to assist with the development and review of the School Readiness Plan of Action and analysis of child assessment data and outcomes.

The following sources of information are used to inform the City of San Antonio School Readiness Plan of Action:

- Community Assessment
- 2015 5 Year Strategic Planning Goals
- Annual Head Start Self Assessment Report
- School District plans
- 2014-2015 Child Assessment and Data Analysis Reports
- Program level child assessment data
- 2014-2015 CLASS Scores
- Information obtained from parent and staff surveys
- Family Needs Assessments

City staff works to inform all stakeholders and the community of the Approach to School Readiness and progress of the children and families by presenting information to the Policy Council and Education Excellence Committee, and providing information on the City of San Antonio's Head Start website and in the Annual Report.

HEAD START
City of San Antonio
Department of Human Services

2015-2016 School Readiness Goals

Domain	Edgewood ISD	San Antonio ISD
Approaches to Learning	Children will follow classroom rules and routines with increasing independence.	Children will manage actions, words, and behavior with increasing independence.
Language & Literacy	Children will understand and use a wide variety of words for a variety of purposes.	Children will show understanding of word categories and relationships among words.
Social and Emotional Development	Children will engage in and maintain positive interactions and relationships with other children.	Child will express a broad range of emotions and recognizes these emotions in self and others.
Perceptual, Motor, & Physical Development	Children will demonstrate increasing control, strength, and coordination of small muscles.	Children will develop knowledge and skills that help promote nutritious food choices and eating habits.
Cognition	Children will ask questions, gather information and make predictions.	Children will measure objects by their various attributes using standard and non-standard measurement; will use differences in attributes to make comparisons.

2015-2016
School Readiness Plan of Action
Essential Domain: Approaches to Learning

School Readiness Goal

Children will follow classroom rules and routines with increasing independence.

Head Start Child Development & Early Learning Framework

Domain	Sub-Domain
Approaches to Learning	Emotional and Behavioral Self-Regulation

Parent, Family, & Community Engagement Outcome(s)

Families as Learners

Alignment to State Standards

Texas Prekindergarten Guidelines

Self-Control Skills (I.B.1.a child follows classroom rules and routines with occasional reminders from teacher)

Alignment to District Curriculum

Big Day for PreK

T1:	T2:	T3:	T4:	T5:	T6:	T7:	T8:
4,6,7,140,154, 156,202,206	4, 5, 6, 36, 40, 74, 76, 190, 202, 208, 222, 226	4, 6, 50, 52, 90, 94, 180, 202, 2206, 72, 274	3, 4, 5, 6, 7, 22, 34, 40, 58, 70, 112, 156, 170, 172, 180, 206, 220, 246, 272	4, 5, 6, 7, 26, 34, 40, 62, 74, 128, 154, 220, 246, 272	4, 5, 6, 7, 38, 74, 100, 114, 128, 206, 220, 224, 248	4, 5, 6, 7, 38, 88, 90, 92, 156	3, 4, 5, 6, 7, 50, 62, 72, 170

Program Impact Areas & Activities

Impact Area	Activities	Measure of Success	Persons Responsible
Children will manage actions and behavior with support of familiar adults. Children will follow classroom rules and routines with increasing independence. Children will maintain focus and sustain attention with minimal adult support.	• Classroom procedures will be taught and reinforced to support children in managing their actions and behaviors. • Visual schedules will be used in each classroom to support children in following an established routine independently. • Schedules will be planned to address developmental needs of the students and encourage a gradual increase in attention to tasks.	EISD will exceed 78% in *Approaches to Learning* on the End of Year LAP-3 Assessment according to the 2011 Head Start/Lap-3 Alignment.	Teachers Site Managers Instructional Coaches
Families will use positive discipline and establish family routines.	• Reinforce the use of positive discipline during Home Visits and Parent Teacher Conferences. • Conduct parent trainings on positive discipline. • Parents will use Ready Rose program to encourage positive discipline and approaches to learning in the home.	100% Home Visit and PTC Documentation. 10% Attendance of parents at parent trainings. Ready Rosie usage by 100% of parents.	Family Support Workers Teachers
Teachers will use appropriate and effective *Behavior Management* techniques and plan for optimal student *Productivity,* as measured by CLASS.	• Visual schedules will be used to develop and maintain predictable routines for children. • Classroom activities will be developmentally appropriate for the attention span of the children, and will work toward increasing that attention span.	Achieve an average score of 5 in *Behavior Management* and 5.5 in *Productivity* during CLASS Classroom observations.	Teachers Instructional Coaches Site Managers

2015-2016
School Readiness Plan of Action
Essential Domain: Social and Emotional Development

School Readiness Goal

Children will engage in and maintain positive interactions and relationships with other children.

Head Start Child Development & Early Learning Framework

Domain
Social and Emotional Development

Sub-Domain
Relationships with other Children

Parent, Family, & Community Engagement Outcome(s)

Parent-Child Relationships

Alignment to State Standards

Texas Prekindergarten Guidelines

Self-Competence Skills (1.C.1 Child uses positive relationships as modeled by his teacher for her own pro-social behaviors; 1.C.2 Child assumes various roles and responsibilities as part of a classroom community; 1.C.3 Child shows competence in initiating social interactions; 1.C.5. Child initiates problem solving strategies and seeks adult help when necessary; 1.C.6. Child demonstrates empathy and caring for others.)

Alignment to District Curriculum

Big Day for PreK

T1:	T2:	T3:	T4:	T5:	T6:	T7:	T8:
3, 4, 5, 6, 22, 24, 26, 34, 46, 50, 60, 62, 88, 90, 100, 112, 114, 126, 136, 140, 154, 158, 168, 170, 180, 192, 202, 204, 220, 232, 244, 246, 248, 256, 258, 260, 268, 270, 272	3, 4, 6, 138, 180, 194, 206, 220, 232, 246, 256, 260	3, 6, 36, 60, 126, 140, 166, 180, 192, 202, 204, 236, 246, 268	4, 6, 46, 52, 62, 90, 94, 100, 116, 166, 192, 204, 234, 244, 258, 260, 262, 268	5, 22, 28, 34, 48, 92, 128, 154, 158, 194, 244, 250	3, 6, 7, 50, 60, 64, 74, 76, 206, 220, 226, 248, 258, 262, 270, 272	24, 72, 74, 116, 124, 140, 156, 166, 194	7, 38, 60, 62, 178, 204

Program Impact Areas & Activities

Impact Area	Activities	Measure of Success	Persons Responsible
Children will use a variety of skills for entering social situations with other children, such as suggesting something to do together, joining an existing activity, or sharing a toy. Children will take turns in conversations and interactions with other children.	• Plan and model learning opportunities for children that encourage. conversations and interactions (NCQTL) • Provide modeling and guidance for children in social situations to encourage conversation and interactions (NCQTL).	EISD will exceed 84% in *Social & Emotional Development* on the End of Year LAP-3 Assessment according to the 2011 Head Start/Lap-3 Alignment.	Teachers Paraprofessionals Wellness Support Staff
Families will use positive discipline.	• Parent training on positive discipline. • Address social skills observations and growth/needs during Home Visits and Parent Teacher Conferences. • Provide Wellness Support for students/families that may be struggling with the development of positive social interactions.	50% of parents will participate in trainings offered.	Family Support Workers Wellness Support Staff
Teachers will demonstrate high levels of *Teacher Sensitivity,* by providing comfort and assistance.	• Teachers will monitor students' social skills and respond in a manner that is sensitive to their needs and guide them toward positive and appropriate social interactions.	CLASS classroom observation average score of 5.5 in the dimension of *Teacher Sensitivity.*	Teachers Site Managers Instructional Coaches

2015-2016
School Readiness Plan of Action
Essential Domain: Language & Literacy

School Readiness Goal

Children will understand and use a wide variety of words for a variety of purposes.

Head Start Child Development & Early Learning Framework

Domain	Sub-Domain
Language & Literacy	Vocabulary

Parent, Family, & Community Engagement Outcome(s)

Families as Learners

Alignment to State Standards

Texas Prekindergarten Guidelines

Vocabulary Skills (II.D.4 Child uses a large speaking vocabulary, adding several new words daily; II.D.6. Child increases listening vocabulary of object names and common phrases in English. (ELL))

Alignment to District Curriculum

Big Day for PreK

T1:	T2:	T3:	T4:	T5:	T6:	T7:	T8:
22, 26, 58, 60, 62, 64, 88, 90, 92, 102, 106, 112, 114, 118, 126, 136, 140, 142, 156, 178, 184, 202, 244, 258, 268	38, 40, 74, 90, 104, 114, 118, 140, 180, 184, 194, 206, 208, 232, 260, 262	5, 22, 36, 50, 60, 88, 100, 112, 192, 220, 222, 232, 234, 246, 256, 268	4, 46, 58, 92, 190, 224, 226, 244, 248, 250, 258, 260	22, 48, 52, 62, 74, 156, 246	4, 5, 34, 90, 104, 106, 112, 118, 128, 136, 168, 172, 192, 234, 238, 248, 258, 268, 270	22, 28, 60, 62, 70, 104, 112, 114, 128, 138, 154, 158, 160, 178, 180, 184, 190, 196, 202, 204, 208, 236	5, 24, 28, 46, 52, 62, 90, 94, 114, 118, 126, 130, 136, 156, 160, 170, 172, 180, 182, 202, 206, 222, 224, 226, 244, 246, 250, 270, 274

Program Impact Areas & Activities

Impact Area	Activities	Measure of Success	Persons Responsible
Children will, with multiple exposures, use new domain-specific vocabulary during activities, such as using the word "cocoon" when learning about the life-cycle of caterpillars, or "cylinder" when learning about 3-D shapes.	• Encourage opportunities for language use and interaction by: o Providing rich and interesting activities. o Allowing quiet times to provide opportunity for children to initiate conversation. o Allowing children to interact with others using their new language in playful and purposeful ways.	81% of EISD students transitioning to Kindergarten will score at or above the *AVERAGE* range on the LAP-3 in the *Language* domain.	Teachers Paraprofessionals Site Managers Instructional Coaches
Families will read with their child and provide a language-rich environment.	• Provide parenting training to emphasize the importance of the parents in language development. • Encourage parents to read with their child during Home Visits and Parent Teacher Conferences.	80% of parents will turn in reading logs.	Family Support Workers Teachers
Teachers will demonstrate high levels of *Language Modeling,* through back and forth exchanges.	• Encourage rich conversations that allow children to utilize content vocabulary as a part of each unit of instruction.	CLASS Classroom observation average score of 4 in *Language Modeling.*	Teachers Paraprofessionals Site Managers Instructional Coaches

2015-2016
School Readiness Plan of Action
Essential Domain: Cognition

School Readiness Goal

Children will ask questions, gather information and make predictions.

Head Start Child Development & Early Learning Framework

Domain	Sub-Domain
Mathematics Development Scientific Reasoning	Reasoning and Problem Solving

Parent, Family, & Community Engagement Outcome(s)

Families as Lifelong Educators

Alignment to State Standards

Texas Prekindergarten Guidelines

Physical Science Skills (VI.A.1. Child describes, observes, and investigates properties and characteristics of common objects; VI.A.2. Child investigates and describes position and motion of objects; VI.A.3. Child uses simple measuring devices to learn about objects; VI.A.4. Child investigates and describes sources of energy including light, heat, and electricity.)

Alignment to District Curriculum

Scholastic Big Day for PreK

T1:	T2:	T3:	T4:	T5:	T6:	T7:	T8:
6, 168, 170, 172, 190	6, 136, 246, 248	258	48	6, 26, 38, 46, 50, 62, 90, 100, 102, 136, 154, 156, 220, 234	22, 34, 46, 48, 50, 182, 190	268	6, 178, 190

T1: 48, 60, 180, 192, 222, 234	T2: 260	T3: 236	T4: 182, 204	T5: 4, 5, 22, 26, 34, 46, 48, 62, 70, 74, 88, 128, 136, 138, 140, 154, 158, 180, 194, 204,	T6: 50, 72, 224, 236, 248, 272	T7: 5, 50, 72, 92, 94, 116, 118, 136, 142	T8: 3, 4, 5, 6, 22, 38, 58, 88, 100, 112, 114, 128, 154, 158, 170, 178, 206, 232, 246

Program Impact Areas & Activities

Impact Area	Activities	Measure of Success	Persons Responsible
Children will ask questions that can be answered through an investigation, such as "What do plants need to grow?" or "What countries do the children in our class come from?"	• Children will be exposed to a variety of manipulatives and objects to explore and foster questions. • Big Day for PreK "Big Day Experiences" will provide content-based learning opportunities that include math activities and investigation activities.	88% of students transitioning to kindergarten will score at above the *AVERAGE* range on LAP-3 in the *Cognitive* domain.	Teachers Site Managers Instructional Coaches.
Parents will provide language-rich experiences and read with their Child.	• Parent training on providing language-rich experiences. • Ready Rosie videos to encourage parent-child interactions. • Parent training on reading with children. • Reading logs to encourage and document reading activity. • Reinforcement of the importance of language and reading during Home Visits and Parent-Teacher Conferences.	80% of parents will document time spent reading with their child through reading logs 100% of parents will subscribe to Ready Rosie	Teachers Family Support Workers
Teachers will provide a variety of *Instructional Learning Formats,* including *Effective Questioning.* Teachers will encourage *Concept Development*, through why and/or how questions.	• Plan learning center activities and experiences to give children opportunities to investigate objects and materials. • Interact with children during exploration time and encourage conversations and questions about their investigations.	Average CLASS scores for Classroom Organization will exceed 4.9	Teachers Site Managers Instructional Coach

2015-2016
School Readiness Plan of Action
Essential Domain: Perceptual, Motor, & Physical Development

School Readiness Goal

Children will demonstrate increasing control, strength, and coordination of small muscles.

Head Start Child Development & Early Learning Framework

Domain	Sub-Domain
Perceptual, Motor, & Physical Development	Gross Motor Fine Motor

Parent, Family, & Community Engagement Outcome(s)

Family Well-Being

Alignment to State Standards

Texas Prekindergarten Guidelines

Fine Motor Development Skills (IX.B.1. Child shows control of tasks that require small-muscle strength and control; IX.B.2. Child shows increasing control of tasks that require eye-hand coordination.)

Alignment to District Curriculum

T1: 3, 4, 7, 22, 70, 272	**T2:** 7, 38, 60, 72, 74, 166, 236	**T3:** 3, 4, 7, 62, 74, 126, 190, 206, 248	**T4:** 4, 7, 60, 100, 104, 128, 140, 143, 170, 206, 256	**T5:** 4, 7, 46, 58, 60, 62, 88, 90, 104, 116, 166, 182, 192, 206, 236, 244, 270	**T6:** 4, 7, 36, 38, 48, 72, 74, 104, 190, 204, 224, 256	**T7:** 3, 4, 7, 34, 100, 114, 170, 234, 248, 272	**T8:** 7, 46, 62, 74, 124, 140, 154, 166, 256

Program Impact Areas & Activities

Impact Area	Activities	Measure of Success	Persons Responsible
Children will perform activities that coordinate hand and eye movements to carry out tasks, such as working on puzzles or stringing beads together.	Learning centers and small group activities will include opportunities for children to develop eye-hand coordination, including activities such as puzzles and other manipulatives.	95% of EISD students transitioning to Kindergarten will score at or above the *AVERAGE* range on the LAP-3 in the *Fine Motor* domain.	GMS Teachers Classroom Teachers Paraprofessionals
Families will establish active Family Routines, to include fine motor activities.	Implement Fit Family Challenge to encourage an active lifestyle for families and students.	80% of families will participate in the Fit Family Challenge.	Family Support Workers Teachers Site Managers
Teachers will demonstrate high levels of *Instructional Learning Formats,* through hands-on opportunities.	Encourage the use of motor skills to complete tasks and engage in active play. Provide opportunities to manipulate a variety of materials that require fine motor skills.	CLASS classroom observation scores in the dimension of *Instructional Learning Formats* will exceed 4.4.	Teachers Site Managers Instructional Coaches

2015-2016
School Readiness Plan of Action
Essential Domain: Approaches to Learning

School Readiness Goal

Children will manage actions, words, and behavior with increasing independence. (P-ATL 4)

Head Start Early Learning Outcomes Framework

Domain	Sub-Domain
Approaches to Learning	Emotional and behavioral self-regulation

Parent, Family, & Community Engagement Outcome(s)

- Positive Parent-Child Relationships; to develop warm relationships that nurture their child's learning and development.

Alignment to State Standards

Texas Prekindergarten Guidelines

- 1.B.1.c Child regulates his own behavior with occasional reminders or assistance from teacher.

Alignment to District Curriculum

Frog Street Pre-K Curriculum

Teacher Guide 1: 24, 25, 26, 27, 28, 31, 33, 41, 45, 49, 51, 79, 99, 154
Teacher Guide 2: 22, 25, 28, 34, 37, 40, 43, 46, 49, 61, 64, 94, 153
Teacher Guide 3: 103, 105, 106, 112, 118, 141
Teacher Guide 4: 30, 34, 42, 43, 48, 51, 107, 108, 156
Teacher Guide 5:14, 28, 58, 85, 100, 121
Teacher Guide 6: 28, 31, 34, 37, 45, 48, 60
Teacher Guide 7: 28, 61, 73 79, 85, 94, 100, 111, 118, 142, 154;
Teacher Guide 8: 40, 63, 64, 100, 106, 112, 141, 145, 148, 151, 157
Teacher Guide 9: 28, 46, 131, 137, 141, 144, 145, 159.
Resources: Frog Street Café (Social/Emotional) box, Strategy Card —Calming Strategies; Daily Greeting Circle and Closing Circle

Program Impact Areas & Activities

Impact Area	Activities	Measure of Success	Persons Responsible
Child will demonstrate control over actions and words in response to a challenging situation with peers.	• Child will participate in activities based on Conscious Discipline. • Child will practice Brain Start Smart routines when transitioning. • Child will practice the self-regulation skill of composure. • Child will practice reducing and managing stress by using Conscious Discipline composure techniques of S.T.A.R. breathing, Drain, Balloon and Pretzel.	Establish baseline for the number of referrals to the ECE Behavior Specialist.	Teachers Behavior Specialist
Families will develop strategies on how to develop warm relationships that nurture their child's learning and development.	• Parents may participate in ECE/Head Start parent engagement activities focused on nurturing, learning and child development available at all (4) HS Centers: Fall/Spring 2015-16. • Parents from HS satellite campuses will be invited to attend all workshops held at the 4 HS Centers.	Increase in attendance at ECE Parent Academies by 10%.	Teachers Family Support Workers Mental Health Coordinator Behavior Specialist
Teachers will be consistently responsive to students and match his/her support to their needs and abilities. Rules and expectations for behavior will be clear and consistently enforced.	• Teachers will attend professional development to improve strategies for Emotional Support and Classroom Organization. • Teachers will participate in Conscious Discipline training for classroom strategies; to include the "Safe Place" strategy. • Will set up a well-organized classroom. • Will develop rules and routines that can be consistently followed.	Teachers will increase their CLASS scores in *Teacher Sensitivity* to 5.2.	Teachers Education Specialists Behavior Specialist

2015-2016
School Readiness Plan of Action
Essential Domain: Social and Emotional Development

School Readiness Goal

Child will express of a broad range of emotions and recognizes these emotions in self and others. (P-SE 6)

Head Start Early Learning Outcomes Framework

Domain	**Sub-Domain**
Social and Emotional Development	Emotional Functioning

Parent, Family, & Community Engagement Outcome(s)

- Families as Lifelong Educators – Parents and families observe, guide, promote and participate in the everyday learning of their children at home, school and in their communities

Alignment to State Standards

Texas Prekindergarten Guidelines

- 1.B.2.a. Child begins to understand difference and connection between feelings and behaviors

Alignment to District Curriculum

Frog Street Pre-K Curriculum

Teacher Guide 1: 71, 94, 95, 100, 106, 112, 118, 130, 131, 136, 142, 150, 151
Teacher Guide 2: 22, 28, 30, 40, 46, 58, 94, 100, 106, 113, 136
Teacher Guide 3: 28, 64, 112, 136, 142
Teacher Guide 4: 22, 28, 29, 76, 101, 112, 118
Teacher Guide 5: 22, 28, 34, 58, 82, 112, 154
Teacher Guide 6: 28, 40, 46, 64, 100, 112, 118, 130, 136, 142
Teacher Guide 7: 28, 46, 64, 82, 94, 112, 130, 136, 154
Teacher Guide 8: 58, 70, 82, 94, 100, 112, 154
Teacher Guide 9: 28, 34, 45, 64, 70, 76, 82, 94, 112, 118, 130, 136, 142, 143, 144, 145, 148, 154

Program Impact Areas & Activities

Impact Area	Activities	Measure of Success	Persons Responsible
Child will recognize and label basic emotions in books or photographs; use words to describe own feelings; and use words to describe the feelings of adults or other children.	• Child will practice Conscious Discipline strategies during Morning Message, Read Alouds and throughout the day. • Child will practice expressing emotions that are congruent with situations. • Child will use words to express feelings about specific events • Child will verbalize understanding that all feelings are okay even though some behaviors may not be okay. • Child will use sign language, a picture system or an adaptive/assistive device as appropriate.	SAISD will meet or exceed 84% on the EOY LAP-3 Assessment in the *Social and Emotional* domain according to the 2011 Head Start/Lap-3 Alignment.	Teacher
Families will develop positive parent-child relationships and will promote and participate in the everyday learning of their children at home, school and in their communities.	• Parents will participate in ECE/Head Start Parent Engagement activities for Mental Health, Wellness and Nurturing available at all (4) HS Centers: Fall/Spring 2015-16. • Parents from HS satellite campuses will be invited to attend all workshops held at the 4 HS Centers. • Families will participate in strategies to help children overcome behavioral challenges.	Participation and attendance in Parent Engagement activities will increase by 10% over last year's attendance based on workshop sign-in sheets.	Family Support Supervisors Family Support Workers SAISD Mental Health Coordinator COSA Wellness Coordinator SAISD Family Services Coordinator
Teachers will monitor and redirect children using verbal and nonverbal cues, and clearly and consistently state which kind of behaviors he or she expects from a child.	• Teachers will participate in professional development for Conscious Discipline strategies. • Teachers will use activities that involve children in discussions about emotions and how to react to them. • Teachers will engage children in discussions of difference between feelings and behaviors. • Teachers will model and encourage children to express and act out different feelings. • Teachers will model appropriate verbalization of emotions during everyday events. • Teachers will acknowledge and validate children's emotions	CLASS scores for *Behavior Management* will increase to 5.25.	Teachers Education Specialist Behavior Specialist

2015-2016
School Readiness Plan of Action
Essential Domain: Language & Communication

School Readiness Goal

Children will show understanding of word categories and relationships among words. (P-LC 7)

Head Start Early Learning Outcomes Framework

Domain	**Sub-Domain**
Language & Communication	Vocabulary

Parent, Family, & Community Engagement Outcome(s)

- Families as Lifelong Educators – Parents and families observe, guide, promote and participate in the everyday learning of their children at home, school and in their communities

Alignment to State Standards

Texas Prekindergarten Guidelines

- II.D.5. Child uses category labels to understand how the words/objects relate to each other

Alignment to District Curriculum

Frog Street Pre-K Curriculum

Teacher Guide 1: 24, 26, 30, 32, 37, 38, 42, 44, 50, 60, 62, 67, 74, 78, 80, 83, 84, 96, 98, 109, 110, 114, 116, 120, 122, 132, 134, 138, 144, 146, 150, 156, 158
Teacher Guide 2: 24, 30, 31, 32, 38, 42, 43, 47, 49, 50, 60, 62, 66, 68, 72, 74, 78, 80, 84, 85, 86, 98, 102, 104, 108, 110, 113, 114, 116, 119, 120, 122, 133, 134, 138, 140, 146, 152, 157, 158
Teacher Guide 3: 24, 30, 36, 38, 60, 62, 72, 80, 104, 110, 116, 120, 122, 134, 139, 157, 158;
Teacher Guide 4: 25, 26, 30, 32, 44, 48, 50, 60, 62, 64, 68, 72, 74, 80, 96, 98, 103, 110, 114, 138, 156, 158
Teacher Guide 5: 25, 42, 50, 66, 68, 74, 84, 116, 122, 132, 144, 146, 157, 158
Teacher Guide 6: 26, 32, 37, 44, 48, 50, 60, 62, 66, 68, 72, 74, 78, 79, 80, 84, 85, 86, 96, 98, 102, 104, 108, 110, 114, 121, 122, 133, 138, 140, 144, 146, 150, 152, 157, 158
Teacher Guide 7: 26, 30, 32, 38, 44, 50, 62, 66, 68, 72, 74, 78, 79, 80, 85, 86, 98, 104, 116, 122, 134, 151, 158
Teacher Guide 8: 24, 26, 60, 72, 74, 78, 79, 80, 84, 85, 86, 98, 104, 108, 110, 115, 116, 121, 133, 138, 140, 145, 146, 151, 156, 158
Teacher Guide 9: 24, 26, 30, 31, 36, 42, 44, 49, 67, 85, 115, 116, 134, 145

Program Impact Areas & Activities

Impact Area	Activities	Measure of Success	Persons Responsible
Children will categorize words or objects; will discuss new words in relation to known words and word categories; identify shared characteristics among people, places, things or actions; identify key common antonyms; and show an ability to distinguish similar words.	• Child will answer questions using new words learned from other classroom or learning centers. • Child will answer questions at circle time using a new word learned from the pretend and learn hardware store. • Child will practice sorting and labeling materials during play and throughout the day. • Child will label and describe different kinds of objects in centers and throughout the day. • Child will identify which objects are in a specific category.	District average will meet or exceed 66% on the EOY LAP-3 Assessment in the *Language Development* domain according to the 2011 Head Start/Lap-3 Alignment.	Teachers
Families will promote and participate in the everyday learning of their children at home, school, and in the community.	• Parents will have an opportunity to participate in ECE Parent Academies with SA Public Library conducting "Every Child Ready to Read" Parent Workshop Series at all (4) Centers. Parents from satellite campuses will be invited to attend. • Parents will be encouraged to use Ready Rosie at home and in the community and participate in "extension activities" from school. • Parents will share with teachers information about language and communication style and development through completion of ASQ screening tools. • Parents will participate in conversations with teachers during Parent Conferences/Home Visits where child assessment data is shared and parents learn about their child's progress.	Baseline data collection for SA Public Library Parent Workshop using Sign-In Sheets and Workshop Evaluations. Increase the number of 5-Star Ready Rosie users by 10%.	Teachers Family Support Workers Family Support Supervisors SAISD Family Service Coor.
Teachers will increase Instructional Learning Format scores by facilitating language and literacy learning opportunities based on the District's ECE Curriculum Guides.	• Teachers will attend professional development and training on how to use the District's Curriculum Guides. • Teachers will have opportunity to participate in professional development on language/vocabulary development. • Teachers will label and provide category names of the different ideas or objects that appear in storybooks, other written text and in the "Morning Message." • Teachers will provide opportunities for children to manipulate items into different categories, and will have children share their collections by verbally labeling each item and the category name. • Teachers will establish a "Letter Wall" and use for multiple activities throughout the day.	CLASS score for *Instructional Learning Formats* will increase to 5.	Teachers Education Specialists

2015-2016
School Readiness Plan of Action
Essential Domain: Cognition

School Readiness Goal

Children will measure objects by their various attributes using standard and non-standard measurement; will use differences in attributes to make comparisons. (P-MATH 8)

Head Start Child Development & Early Learning Framework

Domain	Sub-Domain
Cognition	Measurement

Parent, Family, & Community Engagement Outcome(s)

- Families as Lifelong Educators – Parents and families observe, guide, promote and participate in the everyday learning of their children at home, school and in their communities

Alignment to State Standards

Texas Prekindergarten Guidelines

- V.D.1 Child will recognize and compare heights or lengths of people or objects

Alignment to District Curriculum

Frog Street Pre-K Curriculum

Teacher Guide 2: 39, 43, 63, 75, 111
Teacher Guide 3: 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 37, 38, 39, 42, 43, 44, 45, 47, 48, 65, 69, 78, 79, 80, 81, 87, 99, 103, 110, 111, 112, 116, 117, 135, 144, 147
Teacher Guide 4: 33, 73, 86, 87, 104, 115, 138, 144, 145, 159
Teacher Guide 5: 26, 32, 33, 62, 63, 69, 74, 75, 78, 81, 122, 129, 145, 153, 158, 159
Teacher Guide 6: 38, 62, 63, 68, 69, 80, 81, 86, 87, 110 **Teacher Guide 7**: 93, 153, 157, 159
Teacher Guide 8: 39, 45, 49, 57, 71, 74, 78, 79, 85, 105, 114, 134, 140, 141, 155, 158
Teacher Guide 9: 44, 49, 87, 98, 117, 133, 134, 135, 140, 141, 147

Program Impact Areas & Activities

Impact Area	Activities	Measure of Success	Persons Responsible
Children will measure using the same units, will compare or place in order 5 objects based on their measurable attributes, and will use comparative language.	• Will tell who is taller when comparing the height of 2 or more friends. • Will place 2 – 10 objects from shortest to tallest or tallest to shortest on the table. • Will use measurement words that can describe height. • Will draw 2 – 10 objects or people in varying heights or lengths. • Will use building blocks to show that 1 long block can be made up of 2 or more smaller blocks.	SAISD will meet or exceed 63% on the EOY LAP-3 Assessment in the *Mathematics Knowledge & Skills* domain according to the 2011 Head Start/Lap-3 Alignment.	Teachers
Families will promote and participate in the everyday learning of their children at home, school, and in the community.	• Parents will have an opportunity to participate in ECE Parent Academies focusing on Special Needs Populations and Services. Parents from satellite campuses will be invited to attend. • Parents will be encouraged to use Ready Rosie at home and in the community. • Will participate in extension activities from school. • Will participate in conversations with teachers where child assessment data is shared and parents learn about children's progress.	Increase the number of 5-Star Ready Rosie users by 10%.	Teachers Family Support Workers Family Support Supervisors SAISD Disability Coordinator SAISD Family Services Coordinator
Teachers will increase Concept Development skills by planning and facilitating mathematic learning opportunities following the District ECE Curriculum Guides.	• Teachers will attend professional development and training on how to use the District's ECE Curriculum Guides. • Will have opportunity to participate in professional development on mathematic skills development.	*Concept Development* scores for CLASS observations will increase to 2.75.	Teachers Education Specialists

2015-2016
School Readiness Plan of Action
Essential Domain: Perceptual, Motor, & Physical Development

School Readiness Goal

Children will develop knowledge and skills that help promote nutritious food choices and eating habits. (P-PMP 5)

Head Start Early Learning Outcomes Framework

Domain
Perceptual, Motor, & Physical Development

Sub-Domain
Health, Safety, and Nutrition

Parent, Family, & Community Engagement Outcome(s)

- Families as Lifelong Educators – Parents and families observe, guide, promote and participate in the everyday learning of their children at home, school and in their communities
- Family Well-being – Parents and families are safe, healthy, and have increased financial security

Alignment to State Standards

Texas Prekindergarten Guidelines

- VI.D.3 Child identifies good habits of nutrition and exercise

Alignment to District Curriculum

Frog Street Pre-K Curriculum

Teacher Guide 1: 26, 27, 28, 40, 45, 63, 81, 82, 86, 87, 99, 102,110, 111
Teacher Guide 2: 33, 82, 111, 130, 131, 132, 133, 135, 136, 137, 141, 149, 154, 155
Teacher Guide 3: 84, 85, 114
Teacher Guide 4: 24, 34, 35, 36, 39, 48, 49, 51, 60, 61, 64, 69, 71, 72, 75, 76, 77, 78, 81, 83,84, 85, 94, 95, 96, 97, 100, 101, 102, 105, 112, 113, 114, 115, 117, 118, 119, 120, 123, 137, 141, 146, 147
Teacher Guide 5: 28, 30, 32, 33, 51, 75, 105, 120, 147
Teacher Guide 6: 37, 45, 63, 65
Teacher Guide 7: 33, 39, 51, 95, 96, 99
Teacher Guide 8: 39, 63, 99, 105, 111, 159
Teacher Guide 9: 63, 135

Program Impact Areas & Activities

Impact Area	Activities	Measure of Success	Persons Responsible
Children will identify a variety of healthy and unhealthy foods; and demonstrate basic understanding that eating a variety of foods helps the body grow and be healthy.	• Child will participate in I am Moving, I am Learning activities • Child will identify and discuss nutritious healthy snacks • Child will participate in family style meals and associated learning activities • Child will discuss the fact that some substances are not good for the body • Child will demonstrate and discuss the need for exercise and rest to stay healthy	District average will meet or exceed 83% on the EOY LAP-3 Assessment in the *Physical Development & Health* Domain according to the 2011 Head Start/Lap-3 Alignment.	Teachers
Families will promote and participate in the everyday learning of their children at home, school, and in the community.	• Parents may participate in ECE Parent Academies - Health & Nutrition Parent Workshop Series at all (4) Centers. Parents from satellite campuses will be invited to attend. • Parents may participate in ECE Parent Academies - Healthy Me, Healthy We Fitness Classes at all (4) Centers. Fall/Spring 2015-16. Parents from satellite campuses will be invited to attend. • Parents will be encouraged to use Ready Rosie at home and in the community • Parents will assist children in preparing healthy nutritious snacks at home • Parents will participate in extension activities from school	Parents will increase their participation and attendance by 10% at Health & Nutrition Parent Workshops and Fitness classes.	Family Support Supervisors Family Support Workers SAISD Nutrition Coordinator SAISD Family Services Coordinator SAISD Health Coordinator
Teachers will implement *I Am Moving, I Am Learning* activities to increase child's knowledge about making healthy choices in nutrition, exercise and rest. Teachers will make connections to the real world, relate lessons to students' lives, and integrate with previous knowledge.	• Teachers will individually conference with SAISD Nutritionist on "My Plate.org" tools for use in the classroom centers and instruction • Teachers will engage children in creating charts, class-made books, and collages of healthy and not so healthy foods • Teachers will engage children in gross motor activities of active play, games, and exercise	*Concept Development* scores for CLASS observations will increase to 2.75.	Teachers Educations Specialists SAISD Nutrition Coordinator

Essential Domain: *Perceptual, Motor, & Physical Development*
Education Service Provider: *San Antonio Independent School District – Head Start*

Contract #

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND
TEXAS A&M UNIVERSITY – SAN ANTONIO

This Contract ("Contract") is entered into by and between the City of San Antonio ("City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services ("DHS") pursuant to Ordinance No._____ dated _____, and Texas A&M University – San Antonio, a political subdivision of the State of Texas, acting by and through its duly authorized representative (hereinafter referred to as the "University"), both of which may be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, both parties to this Contract are political subdivisions of the State of Texas, and desire to enter into this Contract in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, City and University have come to an agreement regarding mutually advantageous terms for University to provide educational services ("Summer Institute") to City's Head Start Program, funded by the U.S. Department of Health and Human Services, and both desire that such agreement be memorialized herein;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

I. TERM

1.1 This Contract shall commence on February 1, 2016 and shall terminate on January 31, 2017, unless termination shall occur earlier pursuant to any provision hereof. City shall have the option to renew for three (3) additional one (1) year periods with, if needed, an updated scope of services in Article II revised by City for each renewal period and without the necessity of seeking any further approval by City Council, upon the approval of the Director of DHS (hereinafter referred to as "Director") and the satisfactory performance of University, as determined solely by Director.

II. SCOPE OF SERVICES

2.1 University agrees to provide the following services and abide by the following provisions related to the Summer Institute:

a. University will provide up to 9 summer hours of masters-level early childhood education coursework per student for up to 10 students ("Summer Institute participants"), both degree and non degree seeking;

b. University will bill City's Head Start Program as a third party payer for Summer Institute participant coursework and will accept standard tuition and fee reimbursement from City in amounts not to exceed the standard in-state tuition;
c. University will not bill City for more than 9 hours of coursework per Summer Institute participant during the term of this Contract, nor more than 18 hours per participant over the course of all renewals;
d. University will make University's facility available for registration and orientation session meetings on designated dates agreeable to City;
e. University will obtain the City's written approval of each student participating in the Summer Institute program; and
f. University understands that City will not pay for (i) participant's books, parking or application fees, (ii) participants not enrolled and approved by City, or (iii) more than 18 hours of coursework per Summer Institute participant over the course of all renewals of this Contract.

III. COMPENSATION TO UNIVERSITY

3.1 In consideration of University's performance of all services and activities set forth in this Contract, City agrees to pay University an amount not to exceed $30,000.00 as total compensation for the services outlined in Article II, Scope of Services, to be paid to University for the cost of standard tuition and fees of up to 10 Summer Institute participants.

3.2 Within 30 days following registration, University shall submit the summer semester invoice to City, in a form acceptable to City, which City shall pay as a 3rd party on behalf of Summer Institute participants in accordance with the Texas Prompt Payment Act (Tex. Gov't Code Sec. 2251.021(a). Invoices shall be submitted to: City of San Antonio, Department of Human Services, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

3.3 The Parties hereby agree that all compensable expenses of University have been provided for in the total payment to University as specified in section 3.1 above. No additional fees or expenses of University shall be charged by University nor be payable by City, without prior approval and written agreement of the Parties.

3.4 Final payment due under the Contract will not be paid until all the work, reports, data, documents and any other unfinished services necessary to complete performance under the Contract have been received by City. City shall not be liable for any payment under this Contract for services which have not been authorized by City.

3.5 City shall not be obligated or liable under the Contract to any party, other than University, including any subcontractors, for payment of any monies for provision of any goods or services.

3.6 It is expressly understood and agreed by City and University that the parties' obligations under this Contract are contingent upon the actual receipt of adequate Grant Fund revenue. Should the parties not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, the parties must collaborate within a reasonable

time after such fact has been determined and may, at City's option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. INDEPENDENT CONTRACTOR

4.1 University understands and agrees that University is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of City, and that University is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that City shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto. University understands and agrees that City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the University under this Contract and that the University has no authority to bind City.

V. CONFIDENTIALITY

5.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by University under this Contract shall be disclosed or made available to any individual or organization by University without the express prior written approval of City. In the event University receives a request to disclose or produce documents, University shall inform the City immediately.

5.2 University shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that University may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting City's right of access to records or other information under this Contract.

5.3 Each party acknowledges that the other must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information related to this Contract. This obligation supersedes any conflicting provisions of this Contract.

VI. OWNERSHIP OF DOCUMENTS

6.1 In accordance with Texas law, University acknowledges and agrees that all government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of University pursuant to the Contract shall be the subject of any copyright or proprietary claim by University.

6.2 University shall notify City immediately of any requests for information from a third party which pertain to documents obtained and/or generated pursuant to this Contract.

VII. RIGHT OF REVIEW AND RECORDS RETENTION

7.1 University and its subcontractors, if any, shall properly, accurately and completely maintain all documents, and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

7.2 University shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Contract. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, University shall retain the records until the resolution of such litigation or other such questions. University acknowledges and agrees that City shall have access to any and all such documents reasonable times, as deemed necessary by City, during said retention period. City may, at its election, require University to return the documents to City at City's expense prior to or at the conclusion of the retention period. In such event, University may retain a copy of the documents.

VIII. LICENSES AND CERTIFICATIONS

8.1 University warrants and certifies that University and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and that University meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

IX. COMPLIANCE

9.1 This Contract is funded wholly or in part by the U.S. Department of Health and Human Services through the Head Start grant (CFDA # 93.600). University shall provide and perform all services under this Contract in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the University to suspension of payments, termination of Contract, and debarment and suspension actions

9.2 University certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

9.3 As a party to this Contract, University understands and agrees to comply with Texas A&M University System Policy 8.01, *Civil Rights Protection and Compliance,* and shall comply with all applicable legal requirements prohibiting discrimination Also, University 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; and
e. All applicable regulations implementing the foregoing laws.

X. CONFLICT OF INTEREST

10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in 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.

10.2 University warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and agents performing on this Contract are neither a City officer nor an employee as defined by Section 2-52 (e) of City's Ethics Code. University further warrants and certifies that it has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

XI. INSURANCE

11.1 University and the City each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

XII. LIABILITY

12.1 The Parties acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq*,, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. The Parties shall each promptly notify the other in writing of any claims or demands that become known against them in relation to or arising out of activities under this Contract.

XIII. NON-DISCRIMINATION

13.1 As a condition of entering into this Contract, University represents and warrants that it will not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, or customers, nor shall University retaliate against any person for reporting instances of such discrimination. University shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities.

XIV. TERMINATION

14.1 For purposes of this Contract, "termination" of this Contract shall mean termination by expiration of the Contract term or earlier termination pursuant to any of the provisions hereof.

14.2 TERMINATION BY NOTICE: The Contract may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) days after receipt of the notice by the other party.

14.3 TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this Contract, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, the non-defaulting party may elect to terminate this Contract, in whole or in part, upon written notice, as of the date provided in the notice.

14.4 TERMINATION BY LAW: If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, and the Contract may not be continued by severance of the prohibited duties, this Contract shall automatically terminate as of the effective date of such prohibition.

14.5 NON-APPROPRIATION: In the event that through action or no action initiated by City, City's legislative body does not appropriate funds for the continuation of this Contract and has no funds to do so from other sources, this Contract may be terminated. To effect this termination, City shall, thirty (30) days prior to the period for which funds are not appropriated, send University written notice stating that City failed to appropriate funds.

14.6 EFFECT OF TERMINATION: Upon the effective date of expiration or termination of this Contract University shall cease all operations of work being performed by University or any of its approved subcontractors pursuant to this Contract. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from University to the City or to such person(s) as the City may designate, if so requested by City; otherwise, the documents shall be retained by University in accordance with Article VII, Right of Review and Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date.

14.7 Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the City), University shall submit to the City, its claim, in detail, for the monies owed by the City for services performed under this Contract through the effective date of termination. .

14.8 Upon termination of this Contract, the City may immediately commence an audit of University's books, accounts, and records. Within thirty (30) days after being notified by the City of the results of said audit, University shall pay the City any undisputed amount shown by said audit to be owed the City.

14.9 Termination not sole remedy. In no event shall either Party's action of terminating this Contract, whether for cause or otherwise, be deemed an election of that Party's remedies, nor shall such termination limit, in any way, at law or at equity, that Party's right to seek damages from or otherwise pursue the other Party for any default hereunder or other action.

XV. AMENDMENT

15.1 Except where the terms of this Contract expressly provide otherwise, any amendment to this Contract shall not be binding on the Parties unless such amendment be in writing, executed by both City and University and dated subsequent to the date hereof.

15.2 It is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Contract and that any such changes shall be automatically incorporated into this Contract without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVI. NOTICE

16.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY	UNIVERSITY
City of San Antonio	Texas A&M University – San Antonio
Attn: Director	Attn: Dr. Lopez, College Dean
Department of Human Services	Dr. Villegas, Department Chair
106 St. Mary's Street, 7th Floor	One University Way
San Antonio, Texas 78205	San Antonio, Texas 78224

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.

XVII. LEGAL AUTHORITY

17.1 The person signing on behalf of University represents and warrants and certifies that he has full legal authority to execute this Contract on behalf of University and has authority to bind University to all the terms, conditions, provisions and obligations contained herein.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

18.1 University shall perform all necessary work or shall supply qualified personnel as maybe necessary to complete the work to be performed under this Contract. University shall obtain prior written approval from City before assigning or subcontracting any responsibilities under this Contract. The violation of this provision by University shall not release University from any obligation under the terms of this Contract, nor shall it relieve or release University from the payment of any damages to City which City sustains as a result of such violation.

18.2 Any services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontractors with this Contract shall be the responsibility of University. City shall in no event be obligated to any third party, including any subcontractor of University, for performance of services or payment of fees.

XIX. SUCCESSORS AND ASSIGNS

19.1 This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, University may not assign this Contract without prior written consent of City in accordance with Article XVIII hereof.

XX. NON-WAIVER

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

XXI. VENUE AND GOVERNING LAW

21.1 ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.

XXII. SEVERABILITY

22.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future laws during the term of this Contract, including any extension, it is the intention of the Parties hereto that the remainder of the Contract shall not be affected thereby, and that in lieu of each clause or provision of the Contract that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the Contract.

XXIII. ENTIRE AGREEMENT

23.1 Each Article in this agreement is an essential part of the Contract, which governs the rights and duties of the Parties. This Contract, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. No other agreements, oral or otherwise regarding the matters of this Contract shall be deemed to exist or to bind the Parties unless same be executed in accordance with Section XV.

FULLY EXECUTED the date of the last party to sign below.

CITY	**UNIVERSITY**
City of San Antonio, Texas	**Texas A&M University – San Antonio**
Melody Woosley, Director Department of Human Services	Dr. Cynthia Teniente -Matson President
Date	Date

APPROVED AS TO FORM:

Assistant City Attorney