

AN ORDINANCE 2013-10-10-0707

AUTHORIZING ACCEPTANCE OF GRANT FUNDS IN AN AMOUNT UP TO \$45,986,271.00 FOR THE PERIOD BEGINNING OCTOBER 1, 2013 AND EXTENDING UP TO SEPTEMBER 30, 2014, CONSISTENT WITH THE AWARD; A FULL YEAR BUDGET, WHICH INCLUDES \$4,812,202.00 IN FEDERAL MATCHING GRANT FUNDS; EXECUTION OF AN AGREEMENT WITH WORKFORCE SOLUTIONS ALAMO FOR THE FY 2014 CHILD CARE SERVICES PROGRAM, EXTENDING UP TO SEPTEMBER 30, 2014; A PERSONNEL COMPLEMENT OF 58 POSITIONS; AND A DELEGATE AGENCY CONTRACT WITH ALAMO AREA DEVELOPMENT CORPORATION FOR RURAL CHILD CARE SERVICES IN AN AMOUNT OF UP TO \$574,452.00 TO SERVE 11 RURAL COUNTIES IN THE ALAMO WORKFORCE DEVELOPMENT AREA, WITH RENEWAL OPTIONS.

* * * * *

WHEREAS, the Texas Workforce Commission (TWC) administers the State's subsidized childcare program through funding received from the U.S. Department of Health and Human Services (HHS), Child Care Development Block Grant; and

WHEREAS, TWC determines the allocation for childcare services based on federal appropriations and local needs and contracts with Workforce Solutions Alamo (WSA), the local workforce development board, to implement the program; and

WHEREAS, for over 20 years, the City of San Antonio has managed the Child Care Services (CCS) program in the 12 county Alamo Workforce Development Area; and

WHEREAS, the Department of Human Services (DHS) has contracted with Alamo Area Development Corporation (AADC) to provide services to clients in the 11 rural counties surrounding Bexar County for over 20 years; and

WHEREAS, the program provides subsidized childcare for working families meeting income and work/school criteria and serves an average of 8,100 children on a daily basis, with over 3,200 children on a waitlist to receive subsidized childcare; and

WHEREAS, on August 26, 2013, the WSA Board of Directors informed the City that it would award a 90 day contract, to be extended for a full year pending resolution of contract issues; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the Department of Human Services, or her designee is hereby authorized to accept grant funds in an amount up to \$45,986,271.00 for the period beginning October 1, 2013 and extending up to September 30, 2014, consistent with the award from Workforce Solutions Alamo (WSA) for the FY 2014 Child Care Services Program.

SECTION 2. The City Manager, or her designee or the Director of the Department of Human Services, or her designee is further authorized to execute any and all necessary documents to effectuate said acceptance including the grant contract with WSA.

SECTION 3. Fund 2603938008 entitled "CCS 2014" is hereby designated for the use in the accounting for the fiscal transaction in the acceptance of this grant and the sum of up to \$47,295,271.00, which includes \$1,200,000.00 of City cash match and \$109,000.00 of program income, will be appropriated to this fund. The budget, which is attached hereto and incorporated herein for all purposes as **Attachment I**, is approved and adopted for entry in the City books.

SECTION 4. The personnel complement of fifty-eight (58) positions, which is attached hereto and incorporated herein for all purposes as **Attachment II**, is hereby approved.

SECTION 5. The City Manager, or her designee or the Director of the Department of Human Services, or her designee, is authorized to execute a contract with Alamo Area Development Corporation (AADC) in an amount up to \$574,452.00 to provide child care services to 11 rural counties in the Alamo Workforce Development Area for a full year, with renewal options. A copy of said proposed contract is attached hereto and incorporated herein for all purposes as **Attachment III**. Payment to AADC is authorized from the accounts in fund No. 2603938008 during the period of the above program.

SECTION 6. 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 7. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

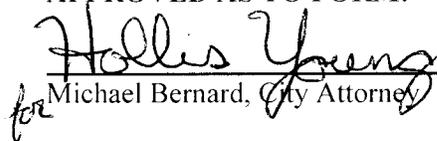
PASSED AND APPROVED this 10th day of October, 2013.


M A Y O R
Julián Castro

ATTEST:


Lencia M. Vacek, City Clerk

APPROVED AS TO FORM:


for Michael Bernard, City Attorney

Agenda Item:	9 (in consent vote: 6, 7, 8, 9, 12, 14, 15)						
Date:	10/10/2013						
Time:	09:50:17 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the acceptance of grant funds in an amount up to \$45,986,271.00 for the period beginning October 1, 2013 and extending up to September 30, 2014, consistent with the award; a full year budget, which includes \$4,812,202.00 in federal matching grant funds; execution of an agreement with Workforce Solutions Alamo for the FY 2014 Child Care Services Program, extending up to September 30, 2014; a personnel complement of 58 positions; and a delegate agency contract with Alamo Area Development Corporation for rural child care services in an amount of up to \$574,452.00 to serve 11 rural counties in the Alamo Workforce Development Area, with renewal options. [Gloria Hurtado, Assistant City Manager; Melody Woosley, Interim Director, Human Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

2014 CHILD CARE SERVICES PROGRAM

October 1, 2013 - September 30, 2014

		BUDGET
REVENUES:		
4501100	CCDS Program Operations CFDA 93.xxx	\$ 3,815,661
4501100	CCDF- Early Child Care	31,127,402
4501100	Federal Match CFDA 93.xxx	4,812,202
4501100	TDFPS - In Home CFDA 93.xxx	3,449,278
4501100	TDFPS - Foster Care CFDA 93.xxx	1,173,886
4501100	TDFPS - Other Foster Care CFDA 93.xxx	352,776
4501100	TDFPS - Relative Care CFDA 93.xxx	1,255,066
	Subtotal Grant	\$ 45,986,271
4502230	Program Income	\$ 109,000
	Subtotal (Program Income)	\$ 109,000
6101100	Local Match (GF Grant Transfer)	\$ 1,200,000
	Subtotal (Grant Transfer)	\$ 1,200,000
	TOTAL REVENUES	\$ 47,295,271

APPROPRIATIONS**138000000xxx 2014 Child Care Services**

5101010	Reg Salaries & Wages	\$ 2,169,723
5101020	Language Skill Pay	9,600
5101070	Retiree Payout Sal	2,500
5103005	FICA	165,984
5103010	Life Insurance	2,170
5103035	Personal Leave Buy Back Pay	55,072
5103056	Transportation Allowance	1,080
5104030	Flex Benefits	413,152
5105010	TMRS	231,076
5201025	Education	3,000
5202010	Temporary Services	1,000
5203060	Binding Printing & Repro.	2,070
5203090	Transportation Fees	200
5204050	Maint & Rep Buildings and Improvements	2,508
5204060	Cleaning Svcs	7,783
5205010	Mail & Parcel Post	30,000
5205020	Rental of Equipment	22,155
5206010	Rental of Facilities	23,174
5207010	Travel - Official	3,000
5208530	Alarm & Security Svcs	50,000
5301010	M&R Material Building/Improv	5,000
5302010	Office Supplies	25,000
5403510	Wireless Data Comm.	-
5404520	Software Licenses	20,000
5404530	Gas and Electricity	16,920
5404540	Water & Sewer	6,363
	Total 138000000xxx	\$ 3,268,529

138000000xxx 2014 CCS - TRS Program

5101010	Reg Salaries & Wages	\$ 59,665
5103005	FICA	4,564
5103010	Life Insurance	60
5104030	Flex Benefits	11,037
5105010	TMRS	6,354
5205020	Rental of Equipment	
5207010	Travel - Official	
5302010	Office Supplies	
5403510	Wireless Data Comm.	
5901080	Other	
	Total 138000000xxx	\$ 81,680

138000000xxx 2014 CCS - Rural Subcontractor		
5202020	Contractual Services	\$ 574,452
	Total 138000000795	\$ 574,452
138000000xxx 2014 CCS - DC Clearing Account		
5201040	Fees to Professional Contractors	\$ 31,127,402
	Total 138000000xxx	\$ 31,127,402
138000000xxx 2014 CCS - Income Eligible		
5201040	Fees to Professional Contractors	\$ -
	Total 138000000xxx	\$ -
138000000xxx 2014 CCS - Transitional		
5201040	Fees to Professional Contractors	\$ -
	Total 138000000xxx	\$ -
138000000xxx 2014 CCS - Choices		
5201040	Fees to Professional Contractors	\$ -
	Total 138000000xxx	\$ -
138000000xxx 2014 CCS - Workforce Applicant		
5201040	Fees to Professional Contractors	\$ -
	Total 138000000xxx	\$ -
138000000xxx 2014 CCS - Food Stamp E&T		
5201040	Fees to Professional Contractors	\$ -
	Total 138000000xxx	\$ -
138000000xxx 2014 CCS - Federal Match		
5201040	Fees to Professional Contractors	\$ 4,812,202
	Total 138000000xxx	\$ 4,812,202
138000000xxx 2014 CCS - In Home		
5201040	Fees to Professional Contractors	\$ 3,449,278
	Total 138000000xxx	\$ 3,449,278
138000000xxx 2014 CCS - Foster Care		
5201040	Fees to Professional Contractors	\$ 1,173,886
	Total 138000000xxx	\$ 1,173,886
138000000xxx 2014 CCS - Other Foster		
5201040	Fees to Professional Contractors	\$ 352,776
	Total 138000000xxx	\$ 352,776
138000000xxx 2014 CCS - Relative Care		
5201040	Fees to Professional Contractors	\$ 1,255,066
	Total 138000000xxx	\$ 1,255,066
2014 Local Match (GF Transfer)		
5202020	Contractual Services	\$ 1,200,000
	Total Local Match (GF Transfer)	\$ 1,200,000
	TOTAL APPROPRIATIONS	\$ 47,295,271

2014 CHILD CARE SERVICES PROGRAM

October 1, 2013 - December 31, 2013

		BUDGET
REVENUES:		
4501100	CCDS Program Operations CFDA 93.xxx	\$ 911,860
4501100	CCDF- Early Child Care	7,207,339
4501100	TDFPS - In Home CFDA 93.xxx	1,320,000
4501100	TDFPS - Foster Care CFDA 93.xxx	384,000
4501100	TDFPS - Other Foster Care CFDA 93.xxx	168,000
4501100	TDFPS - Relative Care CFDA 93.xxx	528,000
	Subtotal Grant	\$ 10,519,199
4502230	Program Income	\$ 25,000
	Subtotal (Program Income)	\$ 25,000
6101100	Local Match (GF Grant Transfer)	\$ 300,000
	Subtotal (Grant Transfer)	\$ 300,000
	TOTAL REVENUES	\$ 10,844,199

APPROPRIATIONS

138000000xxx 2014 Child Care Services		
5101010	Reg Salaries & Wages	\$ 486,237
5101020	Language Skill Pay	2,400
5103005	FICA	37,197
5103010	Life Insurance	486
5103035	Personal Leave Buy Back Pay	55,072
5103056	Transportation Allowance	135
5104030	Flex Benefits	94,116
5105010	TMRS	51,784
5203060	Binding Printing & Repro.	500
5203090	Transportation Fees	200
5204050	Maint & Rep Buildings and Improvements	500
5204060	Cleaning Svcs	2,000
5205010	Mail & Parcel Post	5,000
5205020	Rental of Equipment	6,000
5207010	Travel - Official	500
5208530	Alarm & Security Svcs	12,500
5301010	M&R Material Building/Improv	500
5302010	Office Supplies	3,000
5404520	Software Licenses	7,464
5404530	Gas and Electricity	4,230
5404540	Water & Sewer	1,445
	Total 138000000xxx	\$ 771,267
138000000xxx 2014 CCS - TRS Program		
5101010	Reg Salaries & Wages	\$ 15,062
5103005	FICA	1,152
5103010	Life Insurance	15
5104030	Flex Benefits	2,760
5105010	TMRS	1,604
	Total 138000000xxx	\$ 20,594

138000000xxx 2014 CCS - Rural Subcontractor		
5202020	Contractual Services	\$ 145,000
	Total 138000000795	\$ 145,000
138000000xxx 2014 CCS - DC Clearing Account		
5201040	Fees to Professional Contractors	\$ 7,207,339
	Total 138000000xxx	\$ 7,207,339
138000000xxx 2014 CCS - Income Eligible		
5201040	Fees to Professional Contractors	\$ -
	Total 138000000xxx	\$ -
138000000xxx 2014 CCS - Transitional		
5201040	Fees to Professional Contractors	\$ -
	Total 138000000xxx	\$ -
138000000xxx 2014 CCS - Choices		
5201040	Fees to Professional Contractors	\$ -
	Total 138000000xxx	\$ -
138000000xxx 2014 CCS - Federal Match		
5201040	Fees to Professional Contractors	\$ -
	Total 138000000xxx	\$ -
138000000xxx 2014 CCS - In Home		
5201040	Fees to Professional Contractors	\$ 1,320,000
	Total 138000000xxx	\$ 1,320,000
138000000xxx 2014 CCS - Foster Care		
5201040	Fees to Professional Contractors	\$ 384,000
	Total 138000000xxx	\$ 384,000
138000000xxx 2014 CCS - Other Foster		
5201040	Fees to Professional Contractors	\$ 168,000
	Total 138000000xxx	\$ 168,000
138000000xxx 2014 CCS - Relative Care		
5201040	Fees to Professional Contractors	\$ 528,000
	Total 138000000xxx	\$ 528,000
2014 Local Match (GF Transfer)		
5202020	Contractual Services	\$ 300,000
	Total Local Match (GF Transfer)	\$ 300,000
	TOTAL APPROPRIATIONS	\$ 10,844,199

CHILD CARE SERVICES PROGRAM

October 1, 2013 - September 30, 2014

PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS	CURRENT POSITIONS	ADD/DELETE	BUDGET 2013 POSITIONS
138000000xxx CERTIFICATE/OPERATIONS				
ACCOUNTANT	0874	1		1
ADMINISTRATIVE ASSOCIATE	2063	5		5
ADMINISTRATIVE ASSISTANT I	0040	1		1
CASE AIDE	0985	7		7
CHAUFFEUR	0907	1		1
CHILD CARE RESOURCES SPECIALIST	0990	23		23
CHILD CARE SERVICES SUPERVISOR	0991	6		6
CUSTOMER SERVICE REPRESENTATIVE	0909	1		1
FISCAL ANALYST	0844	2		2
MANAGEMENT ANALYST	0046	1		1
CLIENT SERVICES ANALYST	4014		1	1
RECORDS SUPERVISOR	0007	1		1
SENIOR OFFICE ASSISTANT	0009	3		3
SOCIAL SERVICES MANAGER	0906	1		1
SR MANAGEMENT ANALYST	0999	3		3
PROCUREMENT SPECIALIST II	0156	1		1
TOTAL POSITIONS FOR CCDS PROGRAM		57	1	58

Added - Client Services Analyst position for a IT specialist

Contract # 46000

STATE OF TEXAS *
COUNTY OF BEXAR * DELEGATE AGENCY CONTRACT
CITY OF SAN ANTONIO * WITH
ALAMO AREA DEVELOPMENT CORPORATION (AADC)

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 Alamo Area Development Corporation (AADC), (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the Grant Fund Operating Budget (hereinafter referred to as "Grant Fund") for Rural Child Care services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of \$145,000.00 for a project entitled "Rural Child Care Services" (hereinafter referred to as the "Project" or "Program"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

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 Scope of Work and SA2020 Scorecard affixed hereto and incorporated herein for all purposes as Attachment I.

II. TERM

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2013** and shall terminate on **December 31, 2013**. The City shall have the option to extend this Contract for additional periods up to a full year, and to provide additional proportionate funding not to exceed \$574,452.00 for the full year, with the final Contract termination date being September 30, 2014. The City shall also have the option to renew this Contract for three additional one-year periods after expiration of the first full year. Any Contract extension or renewal is subject to (a) the City's receipt of additional monies sufficient to fund the extension or renewal period; and (b) the Contractor satisfactorily meeting the performance requirements of this Contract, as determined by the City.

III. CONSIDERATION

- 3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of \$145,000.00.
- 3.2 The funding level of this Contract is based on an allocation from the following funding sources:

\$145,000.00 Child Care and Development Block Grant CFDA #93.575

Consequently, Contractor agrees to comply with the **Funding Guide**, affixed hereto and incorporated herein for all purposes as Attachment III.

- 3.3 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 to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

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 City-funded 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 Section 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 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. 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.
- 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 the 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. 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 ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City.

(B) The Contractor must deposit City 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 City 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 City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either 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 no 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 City 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 all final requests for payment no later than 45 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided by this Contract. Contractor shall submit detail administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City.

4.8 Contractor shall maintain a financial management system, and acceptable accounting records 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) identification of 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 an accounting system that can separate funds by funding source and project;

(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 Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); 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.

4.9 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.

4.10 Contractor shall establish and utilize 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 funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. 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.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be immediately returned by Contractor to the City upon demand. Reimbursement from the Contractor to the City shall be made within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.

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.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on

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

V. 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 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 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) 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) days of the activity that generates program income. The statement is subject to audit verification by 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 from participants in any City-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 within its contract with **Workforce Solutions Alamo**. A copy of said contract is attached hereto and incorporated herein for all purposes 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, as representative of the City, is the party ultimately responsible for all matters of compliance with **Workforce Solutions Alamo** and the City of San Antonio 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 the operating facility occupied to administer 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 Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.
- 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 \$200.00 per location 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 business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.
- 6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

VII. AUDIT

- 7.1 If Contractor expends \$500,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding 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 within a period not to exceed fifteen (15) days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the Managing City Department by Contractor within fifteen (15) 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) days upon the Contractor's receipt of the report.

- 7.2 Contractor agrees that if Contractor receives or expends more than \$500,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMBA-133 revision)

and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within a period not to exceed one hundred twenty (120) days after the end of Contractor's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: <http://gov.fac@census.gov> and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

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

Federal Audit Clearinghouse
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 twenty (20) days of written notification regarding the need for reimbursement.

- 7.3 If Contractor expends less than \$500,000.00 of City dollars during the term of this Contract, then the Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days 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 project 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 and shall continue to 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 expiration, save and except when there is litigation or if the audit report covering such Contract 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, 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 immediately 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 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 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.

- 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, AND COPYRIGHTS

- 8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.
- 8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, or as may be required by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is affixed hereto and incorporated herein as Attachment V or as may be required by Workforce Solutions Alamo. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of each month, which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.
- 8.3 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, and 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. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, 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 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information.

8.4 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 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 or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

8.5 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 expiration or early 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 8.3 of this Contract.

8.6 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. 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.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal 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 and a release of all claims against the Project.

8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include

but may not be limited to:

- (A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
- (B) Current Bylaws and Charter;
- (C) Terms of Officers;
- (D) Amendments to Bylaws;
- (E) Schedule of anticipated board meetings for current Fiscal Year;
- (F) Minutes of board meetings that are approved by the Contractor's board; and
- (G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "*Rural Child Care Services Program*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereby City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations * b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you **g. Sexual Abuse / Molestation	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence</u>
* Required if independent contractors are used ** Required for projects involving services to children	

(D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Contractor shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Contract for all purposes.

(E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). 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

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) 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.

(H) 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.

(I) 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.

(J) 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.

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

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

- 12.1 The Contractor 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. 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.
- 12.2 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, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:
- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
 - (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
 - (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
 - (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
 - (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".
- 12.3 All of the work performed under this Contract by Contractor 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 County of Bexar. Additionally, Contractor shall comply with the following:
- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
 - Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>
 - Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
 - Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
 - Texas Local Government Code can be found at <http://www.statutes.legis.state.tx.us/>
- In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.
- 12.4 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. 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 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:
- (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.
- 12.6 Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.
- 12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.
- 12.8 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.
- 12.9 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. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.
- 12.10 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or 990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

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 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.
- 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 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.

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 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.

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 or any City agency such as City owned utilities. 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; 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 subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.6 Contractor warrants and certifies, and this Contract 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 or 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 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 thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10th) day following the day on which such notice is sent). 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.

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project 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 the thirtieth (30th) day following the day on which notice is sent. The Contractor shall also have the right to

terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30th) day following the day on which notice is sent. 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.

- 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 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.
- 14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. 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 Contract 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 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.
- 15.3 The prohibitions set forth in Article XV., sections 15.1 and 15.2 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.
- 15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions 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, reimbursements paid to the Contractor under this Contract 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 City funds.

XVI. PERSONNEL MANAGEMENT

- 16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department, as evidenced through a written amendment to this Contract approved by the Director of the Managing City Department.
- 16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.
- 16.5 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.
- 16.6 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 relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. 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.
- 16.7 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 City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

- 17.1 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 proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

- 18.1 Contractor shall publicly acknowledge that this Project is supported by the City as directed by the Managing City Department.

XIX. EQUIPMENT

- 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 Contract’s expiration or early 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 expiration or early 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 City funds. It is understood that the terms, “equipment” and “property”, as used herein, shall include not only furniture and other durable property, but also vehicles.
- 19.2 Contractor agrees that no equipment purchased with City 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. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.
- 19.3 Contractor shall maintain records on all items obtained with City funds to include:
- (A) A description of the equipment, including the model and serial 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
- 19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City 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). 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, 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.

- 19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.
- 19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

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 and approved in the budget.
- 20.2 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 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 the City. 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.
- 20.3 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) 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) submit support for conferences to include itineraries and documentation certifying conference attendance.

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 Contract, 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 nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

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 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 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 increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;
 - (B) modifications to the SA2020 Scorecard set forth in Attachment I hereto, so long as the terms of the amendment stay within the parameters set forth in the Scope of Work, also set forth in Attachment I hereto;
 - (C) budget 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) reduction of the total Contract amount in order to comply with the match requirement expenditure ratio set forth in Section 3.3, and to amend the budget accordingly which is set forth in Attachment II hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or
 - (F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.3,

XXV. SUBCONTRACTING

- 25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.
- 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 Contract, and as such, this Contract 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 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.

- 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.

XXVI. OFFICIAL COMMUNICATIONS

- 26.1 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:

Director
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

Contractor:

Dean Danos, Executive Director
Alamo Area Development Corporation (AADC)
8700 Tesoro Drive, Suite 700
San Antonio, Texas 78217

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 Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

- 28.1 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.

XXIX. AUTHORITY

- 29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing

requirements no later than the execution date of this Contract.

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 the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

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 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.

XXXII. SEVERABILITY

- 32.1 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.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

- 33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the 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-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.
- 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 signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

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.

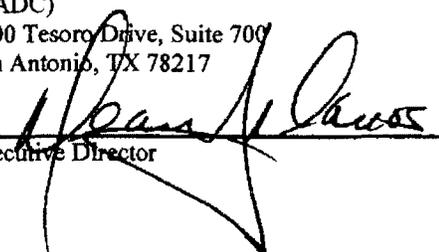
In witness of which this Contract has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

CONTRACTOR:

Alamo Area Development Corporation
(AADC)
8700 Tesoro Drive, Suite 700
San Antonio, TX 78217

Melody Woosley, Interim Director
Department of Human Services



Executive Director

APPROVED AS TO FORM:

Assistant City Attorney

Board President (if required by Agency)

ATTACHMENTS

Attachment I – Scope of Work and SA2020 Scorecard
Attachment II – Budget
Attachment III – Funding Guide
Attachment IV – Grantor Contract
Attachment V – Contract Monitoring Report



CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

SCOPE OF WORK

**Alamo Area Development Corporation
Rural Child Care Services
BCY 14 (October 1, 2013 – December 31, 2013)**

PROGRAM OBJECTIVE:

Alamo Area Development Corporation (AADC) subcontracts with Department of Human Services (DHS) – City of San Antonio (COSA) to provide case management and support provider services in the eleven rural counties surrounding Bexar County. The Rural Alamo counties include Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, and Wilson.

The focus of Rural Child Care Services (CCS) is to provide family strengthening and human development through access to quality childcare for low-income families and provide a safety net for low-income parents by assisting them with staying employed or continue school or training.

Rural Child Care Services Goals and Strategies:

CCS offers three goals in administering Child Care Services

- Expand access to quality childcare through early childhood education and after-school care for low income families in the eleven rural counties;
- Provide parents of young children the opportunity to stay employed or continue school or training and minimize barriers to retention of childcare;
- Integration of CCS's collaborations and partnerships with the multiple services offered through the workforce programs.

Strategies for achieving these goals

- Rural CCS is currently located at the administrative office at Alamo Area Council of Governments (AACOG) / Alamo Area Development Corporation (AADC), 8700 Tesoro Drive, Suite 700, San Antonio, TX 78217, and at the Workforce Solutions Alamo Career Centers in the rural area. Families are provided with wrap-around service in a one-stop center concept for all workforce programs including Choices, Temporary Assistance for Needy Families (TANF) Applicants, Supplemental Nutrition Assistance Program Employment & Training (SNAP E & T), and Transitional.
- CCS utilizes the same data automation system used by all other workforce

programs throughout the state, The Workforce Information System of Texas (TWIST).

- Workforce Solutions Alamo (WSA) brochures, information, and other community referrals are provided to clients.

SERVICE PLAN:

Eligibility for Services

The Alamo Child Care Services offers Texas Workforce Commission (TWC) subsidized childcare to eligible families. Income per family size is one factor for eligibility. Families receiving any form of public assistance including SNAP may qualify. The family must reside within the 12 county workforce development area, and parents must be involved in one of the following activities: training or education in a WSA approved target occupation, employment, or a combination for a minimum of 25 hours per week for a single parent household and 50 hours per week for two-parent household.

Prioritizing Families in Need of Child Care

CCS ensures that priority for childcare services is in accordance with the guidelines of TWC and Workforce Solutions Alamo.

Families with the highest priority:

- Choices participants
- TANF Applicants
- Supplemental Nutrition Assistance Program Employment & Training participants
- Transitional customers

Families with the second tier priority subject to availability of funds:

- Child Protective Services
- Children of Qualified Veterans or qualified spouse
- Children of Youth in Foster Care
- Children of Teen Parents
- Children with Disabilities

Childcare Resources and Options

CCS brochures offer advice on evaluating and selecting a provider for their children, provides instructions for applying for assistance with paying child care costs, and lists information from the childcare licensing website. These brochures are mailed to all parents requesting CCS, distributed to the public as requested, and offered at the career centers, local community agencies, businesses, job and health fairs, and other locations visited by young families. Families may also utilize the United Way 211 system in order to obtain assistance with their childcare and other basic needs.

Information is provided on methods of assessing and identifying quality care, including an explanation of the Texas Rising Star (TRS) program. CCS provides information to parents and the public on quality childcare indicators for each licensed or registered childcare provider in the rural Alamo area. Quality care indicators are demonstrated if the provider is Texas Rising Star (TRS) certified, Texas School Ready (TSR!) certified, Texas School Ready (TSR!) Grant participant, or a nationally accredited organization approved by TWC.

Waitlist

Waitlist Information Forms are available by calling the Rural CCS hotline, 1-800-204-7905; and the form will be mailed, e-mailed, or faxed. The form may also be printed from the website at www.alamoareadc.org or picked up at any WSA Career Center in the rural area. An individual has the option to mail, fax, scan / e-mail, or bring in their waitlist form to the AACOG / AADC office or any local rural career center.

CCS maintains a waitlist in which the basis of assignment of priority is through the guidelines set by TWC and Workforce Solutions Alamo (WSA).

If a family is determined to be ineligible for Child Care Services, the parent or parents will receive a referral for additional childcare options, including the United Way's 211 referral center, Early Head Start, Head Start, public pre-kindergarten programs, and the after school programs offered through the school districts.

Priority status, income eligibility, and date of placement on the waitlist determine when families receive an intake appointment. Parents may remain on the waitlist as long as they maintain regular contact with the program within a 90-day period, updating their information and requesting to stay on the waitlist.

Choices; TANF applicants; Supplemental Nutrition Assistance Program Employment & Training; Transitional; Texas Department of Family and Protective Services (TDFPS); Children of Qualified Veterans, Foster Youth, Teen Parents; and Children with Disabilities families are the highest priority for CCS.

Customer Service

Clients may fill out an information form for the CCS waitlist, check status of their case, drop off intake or recertification packets and pending documentation at their local rural career center. Clients may also request a transfer or status change or request to meet with a caseworker regarding any child care issue.

CCS provides information on Head Start programs, after school programs, public assistance, and other programs. Those interested may receive information on becoming a CCS provider.

Parents who prefer to speak and or write in Spanish, are assisted by a CCS staff person who is fluent

(written and verbal) in English and Spanish. Additionally, all eligibility and enrollment forms are available in English and Spanish. There is accommodation of parents speaking other languages or those requiring signing.

Families needing night or weekend care receive information regarding providers who offer extended hours.

Eligibility Determination and Enrollment Process

Generation of names from the CCS waitlist occurs according to priority groups and duration of time family is on the waitlist. Mailing of intake letters takes place providing the family with a checklist of required eligibility verification documentation and deadline for returning to CCS.

CCS caseworkers determine eligibility for child care during the appointment, call authorization numbers for childcare into the appropriate child care center, and generate Form 2450 authorizing care.

Performance Measures

The primary goal is to meet the stated performance measure for units of care for Alamo as set by the Texas Workforce Commission. The Alamo performance goal for the 12-county area for BCY 2014 is 6933 children in care per month. Specific goals are set by county. Tracking of childcare performance occurs monthly with a review of the number of units of care, the performance goal, and percent of attainment.

Responses to Income Exception reports, such as Income, Work and Training, UI Early Warning, and Identity Mismatch, are submitted to COSA staff as received and updated. This report is on-going until the exception issues are resolved, addressing any issues with parents and providers that impact their eligibility or reveals potential fraud.

TWIST Data Management System

TWIST is the state information system for a centralized point of intake, case management, service delivery, and reporting. It enables Child Care Services staff to enter intake information for customers once for multiple employment and training programs; retrieve the information statewide; and integrate referral automation, claims processing, and attendance reporting. TWIST also includes functionality allowing Child Care Services staff to query and retrieve information from other state systems - Employment Services (ES) and Unemployment Insurance (UI).

TWIST produces a streamlined, consolidated customer-tracking platform that is user-friendly and supports the various local approaches to customer flow, service delivery, and case management for the Child Care Services program.

Cabinet

Cabinet is the automated business system utilized by WSA, COSA, and AADC for electronic file storage of case and provider documents and reports.

Child Care Services Team

The rural CCS staff utilizes a team approach to case management, assisting one another as needs arise. Rural caseworkers are fully trained in all aspects of casework including determining initial eligibility, recertifying for continued eligibility, completing status changes, and responding quickly to all other child care needs. Each counselor also completes referrals for CHOICES, Supplemental Nutrition Assistance Program Employment & Training, TANF applicants, and Transitional cases, as well as DFPS cases.

- Intake – determines initial eligibility of family
- Recertification – recertifies family for continued child care services
- Status Change – carries out status changes needed by families
- Teen Parent – quickly responds to needs of teen parents
- Workforce Career Center - works with CHOICES, Supplemental Nutrition Assistance Program Employment & Training, TANF applicants and Transitional cases
- DFPS – provides childcare to children referred by DFPS
- Provider Services – addresses issues of new and existing regulated and relative providers

Determining and Documenting Eligibility

Referral of Choices, TANF Applicants, SNAP E & T, and Transitional cases is through the WSA Career Centers to CCS. Cases are assigned a period of eligibility on Form 2510 (not to exceed 90 days) and will submit another Form 2510 on or before the eligibility end date to continue care, discontinue care, or have CCS redetermine eligibility. A weekly report is sent identifying children of Choices participants who have reached 50% or 75% of allowed absences.

Families referred through TDFPS (CPS) will be assigned a period of eligibility, not to exceed 6 months, on the Form 2054. Submittal of a second 2054 takes place on or before the end of eligibility to continue care, discontinue care, or have CCS redetermine eligibility.

For all other parents, CCS will determine eligibility and generate Form 2050 not to exceed 6 months. Parents are required to provide work and/or school schedules, and any other documentation stipulated by TWC or Workforce Solutions Alamo. As of August 1, 2011, the parent must include documentation showing proof of compliance with the Office of the Attorney General for child support, an informal agreement with the non-custodial parent, or court order/legal document, if both parents are not in the home.

Parents are required to participate in training, education and/or employment activities for a minimum of 25 hours per week for a single parent family and 50 hours per week for a two parent family in order to receive subsidized childcare. Education or training must correspond to the Workforce Solutions Alamo Target Occupation list. Exceptions in reduced work or training

hours may be made for parents of a child with a disability, if caring for the child prevents the parent from meeting the minimum required activity hours.

Parents are assessed a share of cost for childcare services. Parent share of cost is determined by a sliding fee scale based on the family size and gross monthly income and also considers the number of children in care.

Parents must continue to meet all eligibility criteria for childcare to continue. Redetermination (recertification) occurs on or before the eligibility period ends. Appointment letters are mailed at least 15 days in advance of the eligibility end date. Parents have the option to hand deliver, fax, or e-mail their eligibility documents before the required deadline for eligibility determination.

During the intake and recertification process, there is examination of the last quarter of the Unemployment Insurance report. Parents must sign a non-compliance form if there are any unexplained or unreported earnings. If necessary, development of a pending recoupment plan will take place.

Recertification of eligibility may occur earlier than the scheduled service end date if parents experience a change in circumstance. The parent is required to contact CCS within 10 days to report changes. Parents may be allowed to sign a non-compliance form instead of termination of services.

CCS staff is responsible for completing or updating all information in TWIST. The system is used to document action requests, parent issues and concerns, eligibility documentation, parent share of cost, noncompliance issues, recoupments, and childcare authorization. CCS staff is required to enter all updates within five business days.

Child Care Attendance Automation (CCAA)

Parent: The use of the Child Care Attendance Automation card (attendance card) is mandatory. Parents must use the attendance card to report attendance and absences. Parent can designate up to three individuals as secondary cardholders to report attendance and absences. The secondary cardholder must be at least 16 years old, unless the individual is the child's parent. The parent must not designate an employee of the childcare facility, including the owner, director, or assistant director of the childcare facility, as a secondary cardholder. Parent is responsible for any misuse of the attendance card by any secondary cardholder and for informing any secondary cardholders of these requirements and their responsibility for using the attendance card. Termination of childcare services will occur for non-use of CCAA card.

Provider: CCS providers will use the Child Care Attendance Automation (CCAA) system to review attendance. Only under certain limited circumstances may providers report attendance manually using billing Form 2455 in addition to the use of CCAA system. Providers will be responsible for accessing the CCAA portal website to view their facilities CCAA data and ensure that recording of attendance is accurate and timely.

Providers can inform parents of discrepancies. There is a 6-day period for recording previous check in / previous checkout. The provider must review the Child Care Attendance Automation (CCAA) System attendance and absence reports, at a minimum, every three-calendar days, with a higher frequency of review encouraged. Providers agree to maintain thermal paper at all time for POS device or a current phone number for IVR.

CCS: Staff runs weekly cumulative attendance reports to identify children with 50 percent and 75 percent of their allowed absences, with letters sent to those families through the TWIST Scheduler feature. Parents are also notified by Forms 2052 / 1070, allowing a 15-day notice, informing of potential termination once their child(ren)'s absences exceed the maximum limit without an acceptable explanation. TDFPS and Choices staff is notified if there are excessive absences so that update of cases can occur. CCS staff makes contact with parents whose children have excessive absences and provide information concerning their options for parents with extenuating circumstances. An absence extension may be submitted for approval from WSA for parents who provide documentation verifying that 2/3 of the absences were due to a temporary extended illness or chronic medical condition.

CCS parents are required to report within five business days if their CCAA card is lost, stolen, or not working. Extension requests in excess of 15 days require WSA approval. CCAA attendance data will not be altered unless there is source documentation to support the changes and notations are made in TWIST. Changes occur if it was beyond the parents' ability to accurately report attendance.

Enrollment of Child Care Providers

Interested Providers must meet basic requirements and, as appropriate, must provide the following documentation:

- Submit a copy of license or registration from the Texas Department of Family and Protective Services (TDFPS), or license from the Texas Department of Health (TDH) as a youth camp, or certificate of operation from the United States Military services.
- CCAA forms
- Copy of childcare rates charged by the provider
- Holiday choices
- Copy of the Federal Employers Identification number or Social Security card (SSN)
- Copy of the Provider's driver's license (if an individual)
- Provider information sheet (e.g. hours of operation, meals served transportation services etc.)
- Complete the Regulated Provider Information and Provider Rate Information forms

Information and Provider Rate Information forms are forwarded to CCS provider services.

When a potential provider has submitted the required documentation, a CCS provider staff contacts the potential provider and notifies them of the receipt of all necessary materials and the beginning of the review for eligibility. Simultaneously, a potential provider folder is prepared containing the provider's information and a Provider Enrollment Checklist. Provider staff has 30 days to complete packet, develop a rate schedule, and automate the new rate schedule.

Processing Rate Schedules/Agreement

Providers are checked for the following: placement on the Excluded Parties List System; placement on the Excluded Providers-Child, Adult Food Program list; and licensing status. Research through the CCS system will determine if the Provider has ever been entered, either as relative or regulated provider, and whether the provider owes any recoupment fees. Thereafter, the provider and the provider staff review and sign the following:

- Provider Rate Schedule
- Debarment/Suspension (Form 2046)
- Federal Lobbying (Form 2047)
- Addendum
- Taxpayer Identification Form
- Vendor Master Request Form
- Authorization Agreement for Automatic Credits (submit voided check)
- The provider's agreement is entered into the database after obtaining signatures.
- The provider staff conducts an orientation with the provider and discusses the CCS guidelines of the Provider Regulated and Billing Handbook with the provider.

Processing Relative Providers

When a parent requests a relative provider, a CCS staff first asks if the provider is listed with the Texas Department of Family and Protective Services. If the provider is not listed, the parent must select a regulated provider until the relative provider becomes listed, in order to be immediately enrolled in CCS. Once the provider is listed and the parent qualifies for relative care, the following steps occur:

- The CCS staff provides the parent with a Fact Sheet;
- The relative provider submits the following to the CCS staff:
 - Valid photo ID or Drivers License
 - Copy of the current listing permit
 - Social Security Card.
 - Proof of residency
 - Employment Verification (if applicable)
- The provider staff will research to determine if the provider has been entered as a former parent and owes CCS any recoupment fees. Generation of an Unemployment Insurance Wage Details Report will occur. If a relative provider

is working, an employment verification form is required to verify if work hours interfere with hours of care. Excluded Parties List and the sex offender searches are conducted. Once this has been completed the CCS staff contacts the parent to schedule the mandatory orientation and to obtain signatures on the following forms:

- Relative Child Care Provider Information (1034)
 - Relative rate schedule
 - Addendum
 - Provider Responsibilities form
 - Relative Provider Orientation Acknowledgement form
 - Request for Taxpayer form
 - Vendor Master Request form
 - CCAA Acknowledgement Form
-
- The provider staff emails the new provider information to the CCS staff.
 - The CCS staff and the provider staff document all actions on the comment screen and database entries are completed.
-
- Relative providers may care for a child in the home only if the child has a disability, the child is under 18 months of age, is a child of a teen parent, or if the parent's schedule requires evening or weekend care and there is no other regulated provider available in the area that provides care for the extended hours needed.

Monitoring Regulated and Relative Providers

Random monitoring of regulated providers occurs only if there are issues, such as billing, attendance, or other CCS documentation that may be in conflict with provider reimbursement. Monitoring of a relative provider will occur if a conflict arises between the provider and Child Care Services. If the conflict cannot be resolved, the children in care of the relative provider must be transferred to another provider. The provider staff will review all CCS documentation during the monitoring visit with both the regulated and relative provider. Relative providers are monitored unannounced at least one time per fiscal year.

Service Improvement Agreements

When a provider staff discovers non-compliance, CCS provides technical assistance, including discussing the infraction with the provider and describing the specific problems. Together they strategize the best approach to correcting the noncompliance. Some issues may require the provider staff to research the history of the situation and the provider. For example, errors in enrollment or termination dates, parent fee adjustments, and billing for unauthorized days may require analysis of the CCS database.

Findings are recorded in the provider comment screens. If the infraction requires further research by the provider staff, a follow up review is scheduled after there has been sufficient time for problem remediation.

If serious noncompliance is found, a Service Improvement Agreement (SIA) is negotiated with the provider. The SIA specifically details the steps the provider must take to address the noncompliance and includes a solution timeline and consequences expected if corrections are not made by the follow up visit. Follow up results are dated and documented on the SIA by the provider staff. Failure to correct the discrepancy or repeated infractions may result in termination of a provider's rate schedule or agreement.

Children with Disabilities

Children with disabilities are eligible for child care if residing with parents:

- Whose income, after deducting the cost of the child's ongoing medical expenses, does not exceed 85% State Median Income (SMI) for a family of the same size; and
- Who are working, participating in training, or attending school.

CCS will verify a child's eligibility for the inclusion assistance rate. A parent, and not a provider, must make the request to CCS. The parent must provide documentation to confirm their child's eligibility. CCS will ensure that a qualified professional familiar with assessing the needs of children certifies the need for the inclusion assistance rate and completes the requisite form CC 2419. The qualified professional will evaluate the sections of the Form CC 2419 that are completed by the parent and provider and conduct at least one on-site evaluation of the child at the provider's site for no less than one hour. If a parent does not have their child enrolled in one of the programs or benefits outlined in the WD letter, the CCS contractor shall refer the parents to other programs for assistance.

CCS staff will ensure that providers who are reimbursed for additional staff, minor renovations, or equipment needed to assist in the care of the child with disabilities are paid an increased rate of up to 190% of the provider's reimbursement rate for a child of that same age, with prior WSA approval. The enhanced rate for equipment will only be approved for items not typically used in the classroom for children without special needs. CCS will develop a tracking system that ensures the increased reimbursement ceases once the equipment or minor renovations are paid in full and to ensure required training is met.

Complaints, Equal Opportunity Protection, and Appeals

Per Chapter 823 of the Texas Workforce Commission's rules, "Integrated Complaints, Hearings, and Appeals," CCS documents and tracks all complaints received from parents or providers on a Complaint Log. The Log notes the date the complaint was received, the staff member who received it, the name, address, phone number and complaint number of the person filing it, a brief description of the complaint, the person the complaint was

referred to, the date of the referral and the final disposition of the complaint and date. Documentation related to the complaint and its resolution is included in the case file or provider file and comments are entered into the CCS automated system. Also, every parent receives an Orientation to Complaint Form upon enrollment. These forms are used to record complaints related to Equal Opportunity protection.

All parents are informed of their right to appeal service reductions or denials during intake and recertification. Parents are first given an opportunity to discuss informally the reduction or termination of childcare services with a CCS staff within five business days of receiving the appeal request. CCS staff explains and clarifies the policies, attempts to resolve the issue, and allows the parent to present any extenuating circumstances. Parents who remain dissatisfied must formally request consideration of their appeal by signing and returning the appeal form with a detailed letter explaining why they are requesting an appeal to Workforce Solutions Alamo within 14 days. CCS staff prepares an appeal package and forwards it for review. CCS staff determines if the reduction or denial of services was appropriate per CCS policies and procedures and considers any extenuating circumstances. CCS staff either concurs with the reduction or denial of services and forwards the appeal to Workforce Solutions Alamo or does not concur and forwards the appeal back to the CCS staff for reinstatement.

For parents who decide to proceed with an appeal hearing, CCS staff submits appeal requests and supporting documentation to the WorkSource Solutions Alamo Board. The Alamo Board Hearing Officer sends a letter noting the time for the parent to call into WSA for the hearing. The Alamo Board hearing officer administers the appeal hearing with CCS staff and the CCS parent. If the Board affirms CCS' decision to terminate, reduce, or deny childcare services, the parents have the right to appeal with Texas Workforce Commission Appeal Board. If the WorkSource Solutions Alamo Board and/or the Texas Workforce Commission overturn the CCS termination or reduction in services, the case will be forwarded to CCS staff for reconciliation.

CCS tracks and manages the appeal requests to the WorkSource Solutions Alamo Board, via e-mail or fax. Parents also mail, fax or hand deliver the appeal requests to the CCS office. Texas Workforce Commission Appeal Hearings are submitted by mail to the parent and CCS staff. Appropriate action is taken based on the final determination from the Hearing Tribunal.

Fact Finding for Suspected Fraud or Program Abuse and Recoupments

CCS parents are informed of eligibility requirements including work, training, education, income reporting and family size. Parents are notified of the requirement for reporting any changes in eligibility indicators within 10 days and must sign a RID-51 Customer Awareness Form and a Form 2049 Parent / Caretaker Enrollment and Responsibilities Agreement affirming their understanding of these guidelines.

If fraud or program abuse is alleged, fact-finding is conducted to substantiate or dispel the allegation. This may include locating documentation to confirm an individual's identity (e.g., social security number, driver's license number, state ID card number); verifying wages with employers, state program UI Wage Inquiry, or other income

sources; verifying family information through TIERS; reviewing eligibility documentation submitted by the parent; reviewing childcare attendance records; obtaining written statements or interviewing witnesses and the individual in question; or other pertinent information.

If a case is determined to be in non-compliance, a recoupment of funds is assessed. All staff must submit supporting documents validating the recoupment calculation request to their CCS Supervisors to analyze and review all documents specific to the case. The CCS Supervisors ensure that issues related to recoupment case assessments are addressed accurately within required timelines. The recoupment calculation requests with the supporting documents and assessments are submitted to Recoupments to calculate the recoupment amount owed.

The recoupment is calculated and then is submitted with supporting documentation to the CCS supervisor to determine if any of the cases can be assessed as non-fraud. All non-fraud recoupment calculations will be sent to the staff to create and send the schedule of overpayment letters advising the client of their appointment date and time to discuss the reason for the recoupment and to sign the Schedule of Overpayment. A second notice and third notice, sent certified mail, will be sent after the client misses the first and second appointment respectively. CCS staff will document the phone calls if the client does not respond to the first or second letter. If the client fails to respond to the letters then the client is not eligible to be waitlisted or enrolled.

CCS staff will be diligent in the fact-finding process. The staff identifies potential fraud cases during intakes, re-enrollments, appeals, status changes, recertifications, as well as with TWC Exception, UI Early Warning, and Identity Mismatch Reports, and the monitoring of case files.

Suspected fraud or program abuse is documented on an Incident Report (Form RID-32), and submitted to WSA. The form includes a summary of the situation or incident and supporting documentation. The form is submitted within 3 working days of discovery. If the case is identified as possible fraud then the recoupment collection process will not begin until WSA has given approval.

CCS staff corrects overpayments to parents and recovers improper payments with due diligence for child care in the following circumstances:

- (1) Instances involving suspected fraud or overpayments of \$3000 or more, if notified by WSA to pursue recoupment;
- (2) Instances of ineligibility due to not participating in an eligible activity as required or income exceeding the maximum limit (85% of SMI), for overpayments under \$3000;
- (3) Instances in which the parent has received child care services while awaiting an appeal and the determination is affirmed by the hearing officer; or
- (4) Other instances in which repayment is deemed an appropriate corrective action.

Contract Monitoring and Quality Assurance

Policies and Procedures

CCS operates within well-defined, written policies and procedures. The procedures are posted on the internal CCS SNAP website and are accessible to all CCS and Workforce Solutions Alamo staff. Materials in the manual reference Workforce Solutions Alamo policy index as well as TWC rules. If there is a change to the content, affected chapters are immediately updated on the CCS SNAP website. Additionally, the changes are circulated to staff to ensure rapid implementation.

CCS staff receives comprehensive training in the directives of Workforce Solutions Alamo, TWC rules, TWC Policy Letters-Technical Assistance Bulletins, Texas Administrative Code, and the CCS procedures to ensure that all CCS processes conform.

CCS guidelines are continually being reviewed and updated, adding new material from Workforce Solutions Alamo and TWC, with hyperlinks to source information.

Monthly case file reviews are conducted and compiled into a quarterly program report and submitted to COSA. These reports are also utilized to identify strength and weakness for staff development and training issues.

Monitoring Review

Child Care Services benefits from multi-level internal monitoring requirements. The monitoring reviews include Texas Workforce Commission, City Auditor or City Single Auditor; WSA yearly audit review of CCS program; COSA annual review; and internal monitoring by rural management.

Monitoring includes reviews of Client Services, Provider Services, Children with Disabilities, and TDFPS case files. There is also a review for compliance with TWC and Workforce Solutions Alamo requirements as well as all applicable laws, rules, regulations, and policies.

CCS internal monitoring utilizes the TWIST data system to ensure compliance with policies and procedures.

The CCS Leadership Team, of which the Rural Child Care Coordinator is a participant, is advised of the findings or observations from the monitoring, utilizing this information to maintain oversight and evaluate quality assurance issues and reports.

The CCS Leadership Team continues to ensure that the error rate stays at or below 5% specific to eligibility for all case files. Any findings of non-compliance or insufficient documentation require corrective action, the fulfillment of which must occur within prescribed timelines. Re-checks to verify necessary changes is made within 30 days of the original finding. Using staff development and training supports quality case management.

Child Care Rural Services Contract Monitoring

COSA CCS subcontracts with AADC to provide case management in the 11 rural counties surrounding Bexar County. COSA CCS regularly monitors operational expenditures, performance measures by county, and performs case file monitoring. Through monitoring, it is ensured that AADC complies with the Texas Workforce Commission (TWC) rules, Workforce Solutions Alamo (WSA) policies, and City of San Antonio (COSA) procedures.

Texas Rising Stars (TRS) Review and Monitoring

TRS eligibility review and monitoring is subject to outsourcing by WSA during BCY 14, but the current process follows.

New and existing providers are informed of the benefits of becoming a TRS provider in the initial provider information packet. Initial and on-going technical assistance is available to those seeking certification. There currently are 18 TRS providers in the rural Alamo region. TRS providers must meet TWC criteria and the Texas Rising Star Certification Guidelines. Providers are assigned TRS status after an assessment by CCS staff that covers their application materials, licensing information, staff qualifications, premises inspections, review of parent policies, review of any SIAs issued to the provider, and a site visit. Subsequent monitoring frequency is based upon the number of stars awarded. There is a financial incentive for becoming a TRS, including a reimbursement rate that is above the CCS maximum.

TRS providers are monitored according to the following schedule: Four Star Licensed Centers- once within the three-year period; Four Star Accredited Centers-accreditation verified annually; Three Star Licensed Centers-every two years; Two Star Licensed Centers-annually; Fully Certified Licensed Homes or Registered Homes-every two years. A TRS Provider Agreement is renewed every two years, and TRS providers receive twelve reimbursement holidays

Prior to the monitoring visit, CCS staff review the Licensing website and establish if the provider meets the requirements for the Texas Rising Star program. Provider staff will review the amount of High Level Risk, Medium High, Medium to Low level risks of non-compliances cited by TDFPS Child Care Licensing. If the TRS provider meets the requirements for the Texas Rising Star criteria, staff proceeds with the assessment or re-assessment process.

Timely and Accurate Data Entry

Timely and accurate data entry is essential to system efficiency and effectiveness. The following methods are used by CCS (in all 12 counties) to maintain a high standard of accuracy.

All case management data is reviewed for timeliness of data entry on all enrollments and

recertifications. Technical assistance is provided to CCS staff that does not meet required timelines.

All data entry relevant to providers, i.e., enrollments and renewals of regulated Provider Rate Schedules and TRS / TSR! Agreements are reviewed for accuracy. Throughout the year, random reviews of data accuracy and integrity occur.

Child Care Services Partnerships and Collaborations

CCS participates in the following advisory groups or task forces dedicated to children's issues:

- **San Antonio Association for the Education for Young Children (SAAEYC)**
 - The local affiliate of the national agency that advocates for quality in early care, and the education of children and providers.
- **Kids' Day Events**
 - Annual celebrations of children and families in the local rural communities that include free activities and a variety of special events.
- **The United Way 211**
 - This system is another means of increasing accessibility for CCS parents. Self-referred parents can email CCS for eligibility determination or service requests.
- **Community Family Fairs**
 - CCS staff provides childcare information during numerous fairs around the region in an effort to educate families on their options for quality childcare and childcare assistance.
- **Head Start**
 - CCS staff provides childcare information and eligibility determination for families with children enrolled in Head Start and needing summer or extended care.
- **Voices for Children of San Antonio**
 - An initiative committed to ensuring the children of the San Antonio area have quality early care and education. This initiative also includes a strong focus on advocacy for children and the prevention of abuse and neglect.

TARGETED POPULATION:

Families in Need of Child Care

CCS ensures that priority for childcare services is in accordance with the guidelines of TWC and Workforce Solutions Alamo.

Families with the highest priority:

- Choices participants
- TANF Applicants

- Supplemental Nutrition Assistance Program Employment & Training participants
- Transitional customers

Families with the second tier priority subject to availability of funds:

- Child Protective Services
- Children of Qualified Veterans or qualified spouse
- Children of Youth in Foster Care
- Children of Teen Parents
- Children with Disabilities

Low Income Families whose total gross income is within 85% of the State Median Income (SMI) maximum, with parents participating in an eligible activity, working or training, at least 25 hours per week for single parents and 50 hours per week for two-parent households.

NUMBER OF PARTICIPANTS/ CLIENTS SERVED:

The primary goal is to meet the stated performance measure for units of care for Alamo as set by the Texas Workforce Commission. The Alamo performance goal for the 12-county area for BCY 2014 is 6933 children in care per month. AADC’s goal is to enroll 20% of the Alamo target, 1387 Child Care Development Fund (CCDF) children in care. Currently there are a total of 1449, including 1242 CCDF, rural children enrolled in CCS. Specific goals are set by county.

Calculations for BCY 14

County Code	County Name	Current CCDF Children Enrolled	Current Percent	Proposed CCDF Children Enrolled	Proposed Percent	Difference
7	Atascosa	78	1.13%	87	1.25%	0.12%
10	Bandera	14	0.20%	16	0.23%	0.03%
15	Bexar	5416	78.12%	5546	80.00%	1.88%
46	Comal	360	5.19%	404	5.83%	0.64%
82	Frio	41	0.59%	47	0.68%	0.09%
86	Gillespie	29	0.42%	35	0.51%	0.09%
94	Guadalupe	264	3.81%	284	4.09%	0.28%
128	Karnes	3	0.04%	4	0.05%	0.01%
130	Kendall	28	0.40%	35	0.51%	0.11%
133	Kerr	206	2.97%	232	3.35%	0.38%
163	Medina	116	1.67%	126	1.81%	0.14%
247	Wilson	103	1.49%	117	1.69%	0.20%
CCDF Target		6933		6933	100.00%	

Delegate Agency SA2020 Scorecard

Agency Name: **Alamo Area Development Corporation (AADC)**

Program Name: **Rural Child Care Service**

Contract Amount: **\$145,000**

Contract Term: **October 1, 2013 – December 31, 2013**

Select SA2020 Category

1. Education
2. Family Well-Being
3. Community Safety

Select SA2020 Target Alignment

1. Number of Children Attending TRS or TSR! Providers
2. Number of Parents Maintaining Eligible Activity While on Program
3. Number of New, Unduplicated Participants Served

Outcomes/Performance Measures

1. Target Average Number of Children Attending TRS or TSR! Providers per Month: 250
2. Target Average Number of Parents Maintaining Eligible Activity While on Program per Month: 860
3. Target Average Number of New, Unduplicated Participants Served Per Month: 28
4. Cost Containment Comparing Amount Expensed to Average Monthly Budget: \$48,333
5. Target Average Number of Rural Regulated Child Care Providers, including TRS, Participating in the CCS Program: 150
6. Target Percentage of Parents Satisfied with Program Services *: 95%

Data Source and Reporting

1. TWIST Report 252, Quality Child Care Provider Report, and Report 230, Number of Children in Care Report
2. TWIST Report 230, Number of Children in Care Report

3. TWIST Report 249, Children in Child Care Within the Last 30 Days Report, Report 250, New Children in Child Care From a First Referral Report, and Case Management Staff Monthly Reports

Associated Outputs/Results

1. Cost Containment Comparing Amount Expensed to Average Monthly Budget
2. Number of Rural Regulated Child Care Providers, including TRS, Participating in the CCS Program
3. Percentage of Parents Satisfied with Program Services *

Quality Standards

1. Quarterly staff trainings conducted to review policies and procedures.
2. In-person intake events held at least bi-monthly to inform parents of CCS required documents and forms.

Explanatory Notes

*Number of surveys received will be submitted quarterly with the satisfaction percentage.

PROGRAM LINE ITEM BUDGET

Agency Name: 0

Budget Version: Original

Program Title: Rural Child Care Services - AADC

All expenses on the Program Budget Detail Form must be validated by providing detailed information on how you arrived at the total. Detail should be provided ON THIS FORM IN THE DESIGNATED AREAS.

COSA GL		Contractor GL		GL DESCRIPTION			Total Cost to COSA	ESG Program Only - Agency Action
Contractual Services								
5206010	5206010	Mail and Parcel Post Service					1,125.00	
5206010	5206010	Rental of Facilities					7,178.05	
5205020	5205020	Rental of Office Equipment					1,725.00	
5205030		Equipment Leasing						
5207010		Travel Official					0.00	
		Approximate Dates of Travel & Location	Purpose, # of Staff Traveling & Positions/Titles		Travel Amount			
5201025		Education						
5203090		Transportation Fees - Max Rate Per Mile = \$0.565	Anticipated Mileage	3,053	Rate Per Mile	\$0.565	1,724.95	
5208060		Freight and Storage						
5204010		Linen and Laundry Service						
5204060		Maintenance and Repair - Buildings and Improvements						
5204080		Maintenance and Repair - Machinery and Equipment						
5208530		Alarm and Security Services						
5201040	5201040	Fees to Professional Contractors - (Enter Details Below)					2,237.00	
		Contractor Name	Purpose/Description of Services to be Provided		Contract Amount			
		Safesite	Storage of inactive files		2,237.00			
5203040	5203040	Advertising and Publication					89.00	
5203050		Membership Dues and Licenses						
5203060	5203060	Binding, Printing and Reproduction					650.00	
5203070		Subscriptions to Publications - (Enter Details Below)					0.00	
		Publication Name	Purpose/Description of Publication		Publication Amount			
Total Contractual Services							\$44,729.99	



CONTRACT MONITORING REPORT

Department of Human Services
FY 2013-2014

Agency Name: Alamo Area Development Corporation
Program Name: Rural Child Care Services
Program/Contract Year: 2013-2014

Agency Rep: Susan Thomas
Phone Number: 210-362-5264
Monitor: Lisa Elizondo
Phone Number: 210-206-5233

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Pgm Total		
Approved Budget:	P	\$57,636.00	\$44,552.00	\$42,551.00										\$145,000		
Amount Expended- non- TRS	A															
Amount Expended- TRS	A															
1 Cost Containment	P															
% Achieved (Actual/Planned)	A															
2 Average # of Children Attending TRS, TSR/ Providers per Month	P	250	250	250										250		
	A															
3 Average # of Parents that Maintain Eligible Activity while on Program per Month	P	365	360	355										360		
	A															
4 Average # of Non-TRS and Participating Services	P	40	25	18										28		
	A															
Care Providers, including TRS Participating in CCS Program per Month	P	150	150	150										150		
	A															
6 % of Parents Satisfied with Program Services	P		0	95%	0	0	0%	0	0%	0	0	0	0			
	A															
# of Parents Surveyed	A															
# of Parents Satisfied	A															
# Unduplicated Participants per Council District														Cumulative/District		
Council District #1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Council District #2		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Council District #3		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Council District #4		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Council District #5		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Council District #6		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Council District #7		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Council District #8		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Council District #9		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Council District #10		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Unknown District or Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Number of Unduplicated Clients		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Remarks																
														Agency Signature _____		
														Date: _____		
														Monitor Signature _____		
														Date: _____		