SS/vv
09/03/15
Item #9

AN ORDINANCE 2015-09-03-0737

AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN AN AMOUNT UP TO $45,898,794.00 FOR THE PERIOD BEGINNING OCTOBER 1, 2015 AND EXTENDING UP TO SEPTEMBER 30, 2016, CONSISTENT WITH THE AWARD; A FULL YEAR BUDGET, WHICH INCLUDES $28,316,699.00 FOR OPERATING AND DIRECT CARE FEDERAL AND STATE GRANT FUNDS; $6,212,362.00 IN FEDERAL MATCHING FUNDS; A PERSONNEL COMPLEMENT OF 62 POSITIONS; EXECUTION OF A CONTRACT WITH COMMUNITY COUNCIL OF SOUTH CENTRAL TEXAS, INC. FOR RURAL CHILD CARE SERVICES IN AN AMOUNT OF UP TO $520,000.00 TO SERVE 11 RURAL COUNTIES IN THE ALAMO WORKFORCE DEVELOPMENT AREA, WITH RENEWAL OPTIONS.

* * * * *

WHEREAS, for over 23 years, the Department of Human Services has managed the Child Care Services (CCS) program in the 12 county Alamo Workforce Development Area; and

WHEREAS, the program provides subsidized childcare for families meeting income and other qualification requirements; and

WHEREAS, the CCS program serves an average of 9,200 children on a daily basis with over 3,200 children on a waitlist to receive subsidized childcare through 667 child care vendors/contractors; and

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, in turn, WSA awards contracts with local agencies to provide program services; and

WHEREAS, historically, DHS has contracted with the Alamo Area Development Corporation (AADC) to provide services to clients in the 11 rural counties surrounding Bexar County; and

WHEREAS, the current contract will expire September 30, 2015 and AADC has chosen not to exercise the available one year renewal option; **NOW THEREFORE:**

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

SECTION 1. The acceptance of grant funds in an amount up to $45,898,794.00 for the period beginning October 1, 2015 and extending up to September 30, 2016, consistent with the award, is hereby authorized. The City Manager or her designee, or the Director of the Department of Human Services (DHS) or her designee, is further authorized to execute any and all necessary documents to effectuate said grant acceptance. A copy of the grant application is on file with DHS.

SECTION 2. The City Manager or her designee, or the Director of DHS or her designee, is authorized to execute a contract with Community Council of South Central Texas, Inc. in an amount up to $520,000.00 to provide child care services to 11 rural counties in the Alamo Workforce Development Area, with renewal options. A copy of the contract, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 3. The personnel complement of sixty-two (62) positions, which is attached hereto and incorporated herein for all purposes as **Attachment II**, is hereby approved.

SECTION 4. Should funding be awarded, Fund 2603938010 entitled "CCS 2016" is hereby designated for the use in accounting for the fiscal transaction of acceptance of this grant and the sum of up to $45,898,794.00 from various entities (listed below) and $3,263,203.00 City cash match will be appropriated in said fund. There will also be $80,000.00 of program income appropriated to this fund bringing the total program budget to $49,241,997.00. The budget, which is attached hereto and incorporated herein for all purposes as **Attachment III**, is approved and adopted for entry in the City books.

Source	Amount
Workforce Solutions Alamo	$ 32,280,722.00
Federal Matching Funds	$ 6,212,362.00
Texas Department of Family Protective Services	$ 7,254,622.00
Child Care Quality Operations	$ 151,088.00
Total	**$** 45,898,794.00

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

SS/vv
09/03/15
Item #9

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

PASSED AND APPROVED this 3rd day of September, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Hollis Young

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**9 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20)**
Date:	09/03/2015
Time:	09:20:53 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the acceptance of grant funds in an amount up to $45,898,794.00 for the period beginning October 1, 2015 and extending up to September 30, 2016, consistent with the award; a full year budget, which includes $28,316,699.00 for operating and direct care Federal and State grant funds; $6,212,362.00 in federal matching funds; a personnel complement of 62 positions; execution of a contract with Community Council of South Central Texas, Inc. for rural child care services in an amount of up to $520,000.00 to serve 11 rural counties in the Alamo Workforce Development Area, with renewal options. [Xavier Urrutia, Assistant City Manager; Melody Woosley, Director, Human Services]
Result:	Passed

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

Attachment I

Contract #

STATE OF TEXAS	*	
COUNTY OF BEXAR	*	**DELEGATE AGENCY CONTRACT WITH**
CITY OF SAN ANTONIO	*	**COMMUNITY COUNCIL OF SOUTH CENTRAL TEXAS, INC. (CCSCT)**

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. 2015-_____ dated _____, and the Community Council of South Central Texas, Inc. (CCSCT), (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 $520,000.00 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 immediately upon the effective date of the authorizing ordinance referenced above and shall terminate on **September 30, 2016.** The City shall also have the option to renew this Contract for four additional one-year periods after expiration. 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, and all subsequently authorized amendments to that budget. 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 **$520,000.00.**

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

$520,000.00 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 beginning October 1, 2015 in accordance with the terms of this Contract. Contractor expressly understands and acknowledges that it shall not be entitled to reimbursement for work, activities or services provided prior to October 1, 2015, notwithstanding that Contractor may perform these from the commencement date of the Contract until October 1, 2015 in order to successfully transition the Project from the City's previous contractor to Contractor. 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 $750,000.00 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 and the reporting required submitted to the City within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months (270 calendar days) after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report, 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 thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor

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

7.2 Contractor agrees that if Contractor expends more than $750,000.00 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 (Uniform Guidance) 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 the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse. 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 (local) or 1-888-222-9907 or 1-800-253-0696 (toll free).

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

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine months (270 calendar 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 every 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. Additionally, if applicable, Contractor shall execute a **HIPAA Business Associate Agreement** in substantially the same form as shown in Attachment VI, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability

Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. 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	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
*** 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/slrm/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 of San Antonio, Department of Human Services. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

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 Scope of Work and SA2020 Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section and for other reasons, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and SA2020 Scorecard;

(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:

Executive Director
Community Council of South Central Texas, Inc.
1410 E. Court Street
Seguin, Texas 78155

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.

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

CITY OF SAN ANTONIO:

_____
Melody Woosley, Director
Department of Human Services

_____
Date

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR:
Community Council of South Central Texas, Inc.

_____
Bobby Deike, Executive Director

_____
Date

_____
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
Attachment VI – HIPAA Business Associate Agreement

Attachment - I

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

SCOPE OF WORK

Community Council of South Central Texas Inc.
Rural Child Care Management Services
FY 2015-2016

PROGRAM OBJECTIVE: CCS assists parents who are striving to become self-sufficient by offering more choices in child-care arrangements though subsidizing child care and by assisting with the location of qualified caregivers. Eligible families shall pay a portion of the child care cost to the child care provider thus giving parents the ability to continue working or going to school. CCS benefits caregivers as well by giving them the opportunity to care for children who might not have received child care without a subsidy.

SERVICE PLAN:

CCSCT will have a CCS Program page on the Agency website that will provide all of the information necessary for a parent to apply for services. There will be a link on the Agency Facebook page that will take prospective clients to the Agency website.

CCSCT has a presence in all 11 rural Counties served in the Child Care Services Program. CCSCT operates the Community Services Block Grant (CSBG) program which services low-income clients in an effort to transition them out of poverty. The initial intake for eligibility includes an assessment of needs for the family. The CSBG staff will have access to the CCS eligibility documents and can provide those for any family with this need.

CCSCT also operates the WIC program, which serves mothers and their infant and young children, in Wilson and Karnes County. The WIC Staff will also be knowledgeable of the CCSC program and will provide eligibility documents and referrals to the CCSC program for these services.

CCSCT also has established relationships with Community Groups and Organizations throughout the 11 county service area. Information about the CCS program and its availability in these counties can be shared during interaction with these Groups and Organizations.

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

Clients interested in obtaining assistance with child care services can call toll free numbers to find out if they may be eligible for assistance through a pre-screening client intake form. Child Care Counselor or Community Services Case Managers will then receive intake information via email and schedule an appointment with the prospective client.

The application process begins with the client interview. The interview may occur by telephone, mail, email, CCSCT's website or in person. If a client is found ineligible for CCS, Child Care Counselor Staff and Case Managers provide alternative options such as Head Start or United Way funded Programs in the community and/or the client is encouraged to call 211 for further assistance.

If a client is eligible, the Child Care Counselor staff determines whether funds are available for immediate placement. If funds are not available for placement, the staff 1) adds the client to the wait list, 2) informs the clients that to maintain their position on the wait list families must update their status every 60 days. Updating of any personal

information such as name, household income or any changes that have occurred can be done through the Waitlist Update Form on the CCSCT website or by calling the central office, and 3) mails the parent a letter confirming placement on wait list, along with education material.

If funds are available, the Child Care Counselor 1) gives or mails the client an application and eligibility certification form that must be dated, signed, and returned within a specific deadline, 2) discusses child care options and provides other information as determined, and 3) authorizes child care with the appropriate facility or relative as client chooses. Staff records the action in the system, verifies all written validation of documents, certifies eligibility, assesses clients share of cost, determines compliance with client responsibilities, and notifies client. A case file for reference and review begins. Any conversations with clients and/or actions taken or documented in the comment section of the CCS automated system will be documented.

Staff will explain qualifications, eligible providers, the reimbursement process, and any other pertinent issues if clients choose self-arranged care. Staff will answer clients' questions. This same information will be available on CCSCT website. During enrollment, staff will

- access the hours and days that care is needed, location preference, need of transportation, or special care needs of child.
- educate client on family homes, licensed child care centers, licensed child care homes and self-arranged care. Encourage client to several facilities and go online to the TDFPS website to check for violations.
- distribute information to clients about Texas Rising Star Providers.
- distribute a resource directory for all CCS facilities with information including Texas Rising Star Providers, hours of operation, phone numbers and location.

The Child Care Counselor (CCC) will notify the selected provider by phone to assure they have the need slots for care. Once confirmed the CCC will complete the appropriate documents and have the client sign the documents. The forms will be delivered to the Provider via fax, e-mail or mail. The Provider will sign the documents to finalize the placement.

The client is advised of rules regarding attendance, notification of absences and payment of any required parent fees, as well as, the need to review the Providers specific rules for their facility.

The client will be required to notify their assigned Child Care Counselor of any changes that affect their eligibility and status on the program. This includes change in phone number or address, employment, income; or changes in the family that may affect income eligibility i.e. birth or death of a child, marriage, divorce, child support etc.

Redetermination of eligibility will be conducted every 6 months on all clients currently receiving care. The client will need to provide information as they did at the original determination of eligibility i.e. income, child support or public benefits received, employment, and contact information.

CCSCT policy requires that all data entry is completed within three (3) business days. The Client Care Resource Specialist will check weekly to assure clients have been entered into the system. If not, staff will complete the cases within that business day. CCSCT will encourage an internal monitoring system that ensures a high level accuracy in completed documents. The Client Care Resource Specialist monitor all new case files and 10% of the established cases monthly. The CCS Director will pull an overall sample of provider and client case files throughout the service area to monitor cases on a monthly basis.

CCSCT suggests the following procedure for repayment:

1. Document overpayment and amount.

2. Determine whether the client is eligible for care.
3. Summary letter of notification to client or provider explaining the circumstances, repayment plan, and requirement of response within 15 calendar days for approval or disapproval or repayment plan.
4. After the required 15 day period of response time a second letter will be sent to request for payment or to establish a payment schedule.
5. Track payments received by sending monthly statements, mailing receipt for payment, forward payments to the board.
6. All conversations and information with client or provider contact will be documented.

If payment is not returned in an appropriate amount of time, disciplinary action will follow:

1. Withholding of further payments.
2. Denial of further child care services until restitution is made.
3. Termination of care.
4. Referral to small claims court or appropriate legal authority.

The Child Care Counselor will report to the Child Care Program Director any Issues they find out either from the parent, provider, or a report. Clients are required to report a change in status such as a marriage, a new job, a promotion, and/or anything that changes their income. This change can make the client's fee more, and it will be CCSCT's responsibility to recoup that difference and/or notify the client that the

change puts them over income. If this happens, CCCSCT is responsible for recouping the entire amount of money. The Child Care Program Director will determine the amount to be repaid, sends out a letter to the client informing them of the need to recoup money, the reason, and the amount. In addition, a repayment plan informing the client of the amount owed and how much they will pay, and the period of time that is in question is included. After the client signs the agreement, it will be turned over to the Information and Referral Staff Services Specialist who will send out monthly invoices to the parents and track whether they are making monthly payments. If they miss a payment, the Information and Referral Staff sends a letter to the parent telling them services will be terminated in 10 days if a payment is not received.

CCSCT recognizes there are several reports that can confirm wages and needs. We will use Unemployment Insurance (UI) reports to confirm application and/or receivership of UI wages and if clients are no longer working. In addition, we can confirm household size by looking at SNAP in the TIERS program of TDHHS.

CCSCT will notify clients in writing concerning the decision to terminate care. The written notice will include:

1. The reason for the action.
2. The CCS rule which caused the determination.
3. The effective date of the termination.
4. Information regarding the client's right to appeal and the process the client would need to follow in filing an appeal.

CCSCT has policies and procedures in place that address an appeals process and follows each funding program's regulations and guidelines. A request to appeal is submitted in writing from the client to the CCSCT Administrative Office. Our organization has an Appeals Committee consisting of the Executive Director, Program Director and a member of the administrative staff. This committee conducts an administrative hearing in a timely manner. If the appeal is denied, the client will be notified verbally by phone and by written notification. An explanation of the reason of denial will be provided along with a document that outlines the appeal procedure. Upon award of this grant, CCSCT will develop an appeals process that aligns with the regulations of the City of San Antonio.

Providers may receive complaints from clients about provider care or policies. Most complaints can be resolved directly by providers and the clients. Unresolved complaints will be processed by implementing the following a chain of command as follows:

1. If providers and clients cannot work out the problems and the complaint cannot be resolved, providers should refer clients to CCST. CCS may approve a client transfer immediately to another provider.
2. If clients complain to providers about CCSCT staff, providers should refer clients to CCSCT CCS Program Director and/or CCSCT Executive Director.
3. Providers should also contact CCSCT to report the complaints.
4. When providers have complaints against CCSCT, they should first try to solve the problems by talking directly with the CCSCT/CCS.
5. If the issue still cannot be resolved, the provider will be referred to the CCSCT Grievance Committee. The purpose of the Grievance Committee is:

    a. To review complaints from parents or providers that could not be settled on an individual basis,
    b. To suggest possible solutions, and

c. To ensure complaints are handled fairly.

6. If the problem cannot be solved, providers will be referred to City of San Antonio CCS Contract staff.

   a. Respondents must complete data entry of information including reimbursement rates issuance and monitoring of Service Improvement Agreements as needed, termination of providers as warranted, on-site monitoring of providers if needed for billing and attendance issues.

CCSCT staff will use the TWIST software system to enter all data. The system will be monitored to assure timely entry of required data.

TARGETED POPULATION:

Parents who are striving to become self-sufficient by working or going to school and their children ages 0 – 12 years old in the 11 Rural Alamo Workforce Area Counties including: Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, Wilson.

NUMBER OF PARTICIPANTS/ CLIENTS SERVED:

1381 Children, average per month
885 Parents, average per month

Attachment - I

Delegate Agency SA2020 Scorecard

Agency Name: Community Council of South Central Texas

Program Name: Rural Child Care Services

Amount: $520,000

Contract Term: October 1, 2015 – September 30, 2016

Select SA2020 Category (Select One)

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

Select SA2020 and Other Indicators (Select Minimum of One)

1. Kindergarten Readiness
2. 3rd Grade Reading
3. College Readiness
4. College Enrollment
5. High School Graduation Rate
6. Adult Educational Attainment
X 7. Transition out of Poverty
8. Seniors Healthy and Living Independently
9. Reduction with Homeless/Stability of Residence
10. Teen Pregnancy Reduction
11. Youth Crime Recidivism Prevention
12. Domestic Violence Reduction
13. Child Abuse Reduction
14. Increased Income

Outcomes/Results Measures (Goals of the Program-at least one measure must tie into SA2020)

1. Target Average Number of Rural Children Enrolled in CCS per Month: 1361

2. Target Average Number of Rural Parents Maintaining work, education or training (eligible activity) while on program per Month: 885

Outputs

1. Unduplicated Clients
   Target Average Number of New, Unduplicated Rural Participants Served per Month: 35

2. Target Percentage of Parents Satisfied with Program Services*: 95% (as per survey)

Data Source and Reporting

1. TWIST Report 230, Number of children in Care Report

2. TWIST Report 250, New Children in Care From a First Referral Report

Quality Standards

1. Quarterly staff trainings and refresher trainings conducted to review policies, procedures, and processes

2. In-person intake events held at least bi-monthly to inform parents of CCS required documents and forms, to enroll once complete packets provided

3. Leadership Team Meetings participation to keep apprised of current issues

Explanatory Notes

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

***Note: SA2020 Data & Reports (**[illegible]**)**

Reviewed by and approved:

Management Analyst [illegible] Date 8/3/15

Senior Management Analyst [illegible] Date 8/3/15

Contract Administrator [illegible] Date 8/3/15

Attachment – II

TOTAL AGENCY BUDGET

Agency Name: Community Council of South Central Texas, Inc.

FUNDING SOURCES	Actual Revenue FY 2014	Actual Expenditures FY 2014	Estimated Revenue FY 2015	Estimated Expenditures FY 2015	Projected Revenue FY 2016	Projected Expenditures FY 2016
1. City of San Antonio (COSA)	0.00	0.00	520,000.00	520,000.00	520,000.00	520,000.00
2. Local Government (other than COSA)	0.00	0.00				
3. State Government	4,093,654.00	5,668,723.00	6,884,490.00	6,884,490.00	6,884,490.00	6,884,490.00
4. Federal Government	1,839,321.00	1,483,321.00	0.00	0.00	0.00	0.00
5. United Way	6,125.00	6,125.00	6,125.00	6,125.00	6,125.00	6,125.00
6. Foundation Grants	7,500.00	7,500.00	0.00	0.00	0.00	0.00
7. Donation	47,945.00	0.00	35,000.00	35,000.00	35,000.00	35,000.00
8. Other (list)	1,457,062.00	285,912.00	75,000.00	75,000.00	75,000.00	75,000.00
TOTAL	$7,451,607.00	$7,451,581.00	$7,520,615.00	$7,520,615.00	$7,520,615.00	$7,520,615.00

PROGRAM LINE ITEM BUDGET

Agency Name: Community Council of South Central Texas, Inc Budget Version: Initial

Program Title: Rural Child Care Management (CCMS)

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's GL	GL DESCRIPTION	Total Cost to COSA	ESD Programs Only - Agency Match

** Position Type: All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO,CFO, Accountants and Secretarial staff), use position type "Admin".

Personnel Services Schedule		Position/Title	Position Type	Salary/ Wage Per Pay Period	Number of Pay Periods	Total Annual Salary	% Budgeted/ Allocated to COSA	Salary Budgeted/ Allocated to COSA
5101010	61000	Rural CC Program Director	Program	1,895.20	26	49,275.20	100.00%	49,275.20
5101010	61000	Child Care Case Aid	Program	1,120.80	26	29,140.80	100.00%	29,140.80
5101010	61000	CC Resource Specialist	Program	1,647.20	26	42,827.20	100.00%	42,827.20
5101010	61000	Child Care Counselor	Program	1,214.40	26	31,574.40	100.00%	31,574.40
5101010	61000	Child Care Counselor	Program	1,214.40	26	31,574.40	100.00%	31,574.40
5101010	61000	Child Care Counselor	Program	1,214.40	26	31,574.40	100.00%	31,574.40
5101010	61000	Child Care Counselor	Program	1,214.40	26	31,574.40	100.00%	31,574.40
5101010	61000	Informational & Referral	Program	920.00	26	23,920.00	100.00%	23,920.00
5101010	61000	Informational & Referral	Program	943.20	26	24,523.20	100.00%	24,523.20
5101010	61000	Executive Director	Admin	3,076.92	26	79,999.92	15.00%	11,999.99
5101010	61000	Human Resources Director	Admin	2,783.20	26	72,363.20	15.00%	10,854.48
5101010	61000	Financial Controller	Admin	2,866.40	26	74,526.40	15.00%	11,178.96
5101010	61000	Administrative Assistant	Admin	920.00	26	23,920.00	15.00%	3,588.00
5101010	61000	Accounting Clerk	Admin	1,396.80	26	36,316.80	15.00%	5,447.52
5101010	61000	Financial Analyst	Admin	1,460.80	26	37,980.80	15.00%	5,697.12
5101010	61000	Quality Assurance Spec	Admin	1,703.20	26	44,283.20	15.00%	6,642.48
5101010								
5101010	61000	Perf. Based Increases (4%)	Program		26	11,839.36	100.00%	11,839.36
5101010	61000	Perf. Based Increases(4%)	Admin		26	14,775.61	15.00%	2,216.34
5101010						0.00		0.00
5101010						0.00		0.00
Total Salaries 5101010				$25,591.32		$691,989.29		$365,448.25

		Fringe Benefits		Program Allocation Budgeted	Admin. Allocation Budgeted	Total Allocation to COSA
5103005	61100	FICA (7.65% or less of Total Salaries)		23,548.47	4,408.31	27,956.78
5105010	61400	Retirement (% paid by Employer)	3.00%	0.00	1,292.07	1,292.07
5104030	61200	Health Insurance		49,896.00	5,821.20	55,717.20
5103010	61201	Life Insurance		643.68	109.80	753.48
5402520	61301	Worker's Compensation		1,479.72	285.29	1,765.01
5402550	61500	Unemployment Insurance		2,931.60	439.74	3,371.34
Fringe Subtotal				$78,499.47	$12,356.41	$90,855.88
Total Personal Services (Salaries & Fringe Benefits)						$456,304.13

Contractual Services					
5205010	63111	Mail and Parcel Post Service			12,000.00
5206010	65145	Rental of Facilities	[admin office cost allocation]		3,000.00
5205020	65050	Rental of Office Equipment			
5205030	65051	Equipment Leasing			
5207010		Travel Official			3,017.00
		Approximate Dates of Travel & Location	Purpose, # of Staff Traveling & Positions/Titles	Travel Amount	
		Annually and Quarterly Mtgs.	conferences, training, staff meetings	3,017.00	

5201025	64119	Education					5,000.00
5203080	65060	Transportation Fees - Must not exceed current IRS Standard Mileage Rate	Anticipated Mileage	20,840	Rate Per Mile	$0.575	11,983.00
5205050		Freight and Storage					
5204010		Linen and Laundry Service					
5204050		Maintenance and Repair - Buildings and Improvements					
5204080		Maintenance and Repair - Machinery and Equipment					
5208530		Alarm and Security Services					
5201040		Fees to Professional Contractors - (Enter Details Below)					2,500.00
		Contractor Name	Purpose/Description of Services to be Provided			Contract Amount	
		TBD	Annual Child Card Provider Professional Development			2,000.00	
		TBD	Annual CCSCT Employee PD & Recognition			500.00	
5203040	65010	Advertising and Publication					2,500.00
5203050		Membership Dues and Licenses					2,500.00
5203060		Binding, Printing and Reproduction					4,095.87
5203070		Subscriptions to Publications - (Enter Details Below)					0.00
		Publication Name	Purpose/Description of Publication			Publication Amount	
		Local papers, publications	Outreach to community for program, marketing for program				
Total Contractual Services							$46,595.87

Commodities				
5302010	63110	Office Supplies		13,400.00
5303010		Janitorial Supplies		
5304005		Clothing and Linen Supplies		
5304025		Motor Fuel and Lubricants		
5304040		Chemicals, Medical and Drugs		
5304045		Photographic Supplies		
5304050		Tools, Apparatus and Accessories (under $100 each)		
5304070		Recreation Supplies		
5301010		Maintenance and Repair Materials (Buildings and Improvements)		
5301030		Maintenance and Repair Materials (Machinery and Equipment)		
5304075		Computer Software		
5304080		Other Commodities		0.00
		Purpose/Description of Other Commodities	Amount	
		Paper, pencils, pens, folders, supplies to complete mission of serving rural child care clients		
		correspondance with clients, client files		
Total Commodities				$13,400.00

Fixed Charges				
5403010		Telephone and Fax [admin office cost allocation]		600.00
5404530		Gas and Electricity [admin office cost allocation]		1,000.00
5404540		Water		
5405030	65072	Liability, Hazard, Fidelity Insurance		2,100.00
5407020		Direct Assistance Paymants To Program Participants - (Itemize by Type Below)		0.00
		(Rental, Medical, Educational, Food for Program Participants, etc.)	Amount	
		we have no direct assistance to clients		

Total Fixed Charges				3,700.00	

Capital Outlay				
5501000		Computer Equipment <$5,000		
5501055		Machinery and Equipment - Other <$5000		
5501085		Furniture and Fixtures <$5,000		
Total Capital Outlay			0.00	
Total Program Budget			$520,000.00	$0.00

* Administrative Cost % for COSA Program 13.46%

*Total Administrative Cost for this COSA funded program may not exceed 20% of the City's allocation to the Agency for this program.

COSA USE ONLY

Approved — Program Monitor Signature — Date 8/3/15

Approved — Fiscal Monitor Signature — Date 8/5/15

Approved — Additional Fiscal Approver Signature — Date 8/5/15

Attachment III

CITY OF SAN ANTONIO

CONSOLIDATED HUMAN & WORKFORCE DEVELOPMENT SERVICES

FUNDING POOL

FUNDING GUIDE

FY 2015- 2016

Collaborative Effort

City of San Antonio

Department of Human Services

Economic Development Department

TABLE OF CONTENTS

		Page
I.	Overview	3
II.	Contract Administration	4
	A. Department of Human Services	4
	B. Department of Economic Development	5
III.	Statutory Guidelines and Special Provisions	6
	A. Community Development Block Grant (CDBG) Contractors	5
	A. Child Care Development Fund (CCDF) Contractors	6
	B. Community Services Block Grant (CSBG) Contractors	8
	C. Emergency Solutions Grant (ESG) Contractors	9
	D. Housing Opportunities for Persons with AIDS (HOPWA) Contractors	11
IV.	Glossary of Terms	13
V.	References (Website addresses: applicable laws, regulations and policies)	17
VI.	Exhibit 1	20

I. OVERVIEW

In an effort to maximize financial resources during fiscal years 2015 and 2016, the City of San Antonio (the "City") through its Department of Human Services and Economic Development Department has established a Consolidated Public Service Funding process. Since funds provided are competitively allocated, organizations interested in providing and administering these Public Service activities is encouraged to submit a proposal highlighting their specific programs and detailing current resources available to conduct the anticipated activities. The competitive solicitation period for this funding began in March 2014, and effectively culminate in submission of funding recommendations and budget adoption September 2014. Although some funding sources may be available around August 1, 2014, most funding sources shall be available for release on or about October 1, 2014. FY 16 is a renewal year and funding recommendations and awards will be approved by City Council in September 2015. Other funds, as they may become available throughout FY15 and FY16 for services procured through the consolidated RFP may be awarded at a later date with approval of City Council of the City of San Antonio.

Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. If Contractor receives an aggregate amount of $1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of $1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with their annual program budget prior to contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. (Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right, to make such a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.1 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

Funds reduced as a result of either of the requirements above may be reprogrammed.

Contractor agrees that all amendments to any of the applicable laws in this Contract including the **Funding Guide** and **Federal Compliance Manual** may be incorporated automatically into the Contract.

II. CONTRACT ADMINISTRATION

A. Department of Human Services Administered Contracts

All Contracts administered through the Department of Human Services shall comply with the following Special Provisions if requested by the City:

1) Contractor shall coordinate and disseminate information on the Pre-K 4 SA program to all program participants and to the general public as requested. Contractor shall maintain records on the amount and type of outreach efforts in its dissemination of information on the Readiness Guidelines, and shall submit on monthly basis reports of said records to City's Department of Human Services.

2) The contractor shall become familiar with other basic health and human service programs offered through the Texas Department of Health, the Texas Department of Human Services, Bexar County, the City of San Antonio or other private/public agencies that assist low income families. The contractor shall be prepared to offer basic referrals to these services based on the individual needs of the family.

3) Contractor shall disseminate information to the general public on the benefits and eligibility for the Federal Earned Income Tax and Child Care Credits. Contractor shall provide participants with referrals to the City of San Antonio, Department of Human Services and Volunteer Income Tax Assistance (VITA) program. If available, the contractor shall provide office space for VITA volunteers to complete tax returns.

4) Contractor shall allow City's Department of Human Services' Family Assistance Division staff to train Contractor's staff in certifying participants for SAWS Water Affordability Program in client verification, application processes and monitoring the Campaign. Contractor staff shall provide assistance in the implementation of the SAWS Water Affordability Program Campaign. Contractor shall complete necessary documents and a monthly summary report on the number of households assisted, and forward said monthly reports to the Family Assistance Division Main Office, located at 106 S. St. Mary's St., 7th Floor, San Antonio, TX 78205. Family Assistance Division staff shall provide support for contractor in the execution of these tasks on an on-going basis. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.

5) Contractor agrees that it may be selected to provide eligibility determination services to the City for utility assistance credits through Projects **WARM** (*Winter Assistance Relief Mobilization)* and **REAP** (*Residential Energy Assistance Partnership, Inc.*) to low-income and elderly residents who are City Public Service ("CPS") customers. Contractors may, at the sole discretion of the City, be required to perform these duties.

   If selected by City to conduct Project WARM and REAP eligibility determination services, Contractors understand and agree that said services are part of the consideration for the City's award of funds. **Contractors further understand and agree that City may not compensate**

Contractors for said services. Contractor further understands and agrees that City may not reimburse Contractor for any costs or expenses associated with said services or for Contractor making assistance credit recommendations to City. Contractor shall allow City's Department of Human Services' staff to train Contractor's staff in providing eligibility determination services for Projects **WARM** and **REAP**. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.

6) Contractor agrees that it may be selected to participate in the Homeless Management Information System (HMIS) project City of San Antonio/Bexar County Continuum of Care funded through the U.S. Department of Housing and Urban Development. Participation in HMIS must meet all requirements of HMIS. Contractors may, at the sole discretion of the City, be required to perform these duties.

7) Contractor agrees to make reports to the City of San Antonio, Department of Human Services in the format requested by the City.

B. Economic Development Department Administered Contracts

All Workforce Development Delegate Agency Contracts will be administered through the Economic Development Department. All Workforce Development Agency Contracts shall comply with the policies attached in **Exhibit** 1 and the following:

1) Contractor shall comply with all Economic Development Department policies applicable to Delegate Agencies. Applicable policies shall be provided to Contractor by the Department upon execution of the contract.

2) Contractor shall become familiar with other basic health and human service programs offered through the Texas Department of Health, The Texas Department of Human Services, Bexar County, the City of San Antonio or other private/public agencies that assist low income families. Contractor shall be prepared to offer referrals to these services based on the individual needs of the participant.

3) Contractor agrees to make reports to the City of San Antonio, Economic Development Department in the form requested by the City.

III. Statutory Guidelines and Special Provisions

A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CFDA #14.218

The Community Development Block Grant (CDBG) is a grant provided by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, (hereinafter referred to as Community Development Act), as amended. The Office of Grants Monitoring & Administration administers the CDBG program for the City of San Antonio for use in revitalizing neighborhoods, providing affordable housing, expanding economic opportunities, improving community facilities and services, and public service activities.

National Objectives:
An activity must meet one of the following CDBG National Objectives to be eligible to receive funds:

(1) Benefit low- and moderate-income families,
(2) Prevent or eliminate slums or blight, or
(3) Meet other urgent community development needs.

Typically, public service programs will meet the first National Objective of benefiting low to moderate income families. HUD defines Public Service programs as "activities directed towards improving employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare, or recreational needs."

Depending on the nature of the funded public service program, the City could require income certification of program participants to ensure the program meets certain income eligibility requirements for use of Community Development Block Grant (CDBG) in the program.

In most cases, as direct beneficiaries, clients benefiting from CDBG supported public service activities must be documented as having gross annual household incomes not exceeding 80% of San Antonio's median income, adjusted for household size in accordance with HUD Section 8 Income Guidelines.

CDBG regulations allow up to 15% of the annual grant to be allocated to public service programs. However, the City will award funds to public services based on current priorities and funding availability. Public services include but are not limited to those programs concerned with employment, crime prevention, childcare, day care, health care, drug abuse prevention, education, mental health, energy conservation, welfare, or recreation.

In addition, HUD CDBG regulations require the Public Service program to be a new service or demonstrate a quantifiable increase in the level of an existing service.

B. Child Care Development Fund Block Grant (CCDF) CFDA #93.575

The City of San Antonio receives CCDF funds through a contract with the Workforce Solutions Alamo. Based on availability, federal matching funds will support local initiatives that improve the quality of early care and education programs for young and school age children through Quality Improvement Activities (QIA) and family strengthening strategies. Funding may be awarded from multiple sources including U.S. Department of Health and Human Services Child Care Development Fund Block Grant (CCDF), Temporary Assistance to Needy Families (TANF), and the U.S. Department of Labor Welfare to Work or Workforce Investment Act (WIA) programs.

1) Contractors funded through CCDF shall comply with the following laws:

- Child Care and Development Block Grant Act of 1990 - CFR Title 45, Sections 98 and 99 contain the regulations for the implementation and operation of the CCDBG
- Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (HR3734) (Welfare Reform) amends 42 USC 9858 which creates the Child Care Development Fund (CCDF).
- Public Law 104-193
- Public Law 105-33
- USC Title 42, Section 9858 (The Omnibus Reconciliation Act of 1990) created the Child Care and Development Block Grant (CCDBG) and authorizes payment for certain child care and quality improvement activities.

- USC Title 42, Chapter 7, Subchapter II Section 418 – Social Security Act, as amended entitled Federal Old-Age, Survivors, And Disability Insurance Benefits
- USC Title 42, Chapter 7, Subchapter IV, Section 601 through 679 entitled Grants to States for Aid and Services to Needy Families With Children and for Child-Welfare Services
- TAC Title 40 Part 20 – Texas Workforce Commission
- TAC Title 40, Part I, Chapter 73 Subpart A provides the processes and procedures for the administration of all programs and services receiving state financial assistance directly or through contractual arrangement, in accordance with applicable federal civil rights regulations.
- TAC Title 40, Chapter 801 and 809
- Texas Education Code, Section 33.902
- Labor Code, Title 2, Chapters 21, 81, 301 and 302
- Human Resource Code, Chapter 22 (all), Chapter 31, Section 31.0035, Chapter 44 (all), Chapter 73 (all), and Chapter 121 (all)
- Government Code Title 10, Chapters 771 and 2308
- Texas Work Source Commission Financial Manual for Grants and Contracts – available in hard copy format from the City of San Antonio, Department of Human Services upon request.
- Any other applicable federal, state, and local laws, including City and Workforce Solutions Alamo, rules regulations, policies, procedures and issuances promulgated under authority of the legislation and specific program requirements.

2) ADDITIONAL RIGHTS IN DATA
Workforce Solutions Alamo shall have the right to reproduce, publish or use the copy right of patent or rights in all data produced through this Contract.

3) ADDITIONAL ETHICS REQUIREMENTS

a) No employee of Contractor or Sub-Contractor, no member of Contractor's or Sub-Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affect his/her personal pecuniary interest.

b) Contractor shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Contract shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. Contractor, its executive staff and employees, while administering this Contract, shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

c) Contractor has disclosed any interest, fact or circumstance, which does or may present a potential conflict of interest. Contractor shall immediately inform the City of San Antonio at the address in Article XXVI, Section 26.1 of this Contract and Alamo Work Source at the address in Section (6) below, in writing of any potential conflict of interest which arises at any time during the term of this Contract.

4) ADDITIONAL COMMUNICATIONS/NOTICES
In addition to the parties listed in Article XXVI, Section 26.1 of this contract, Contractor shall also submit all communications and notices to Workforce Solutions Alamo in the same manner as set forth in Article XXVI, Section 26.1 of the contract to the address below:

Executive Director
115 Travis, Suite 220
San Antonio, TX 78205

5) ADDITIONAL AUDIT / RECORDS INSPECTION

In addition to the requirements set forth in Article VII, Section 7.3 and Article VIII, Section 8.1 of this Contract, Contractor further agrees that all records and files with respect to all matters covered by or related to this Contract will be open for inspection and audit at any reasonable time during the term hereof by representatives of Alamo Work Source and shall continue to be available for a period of three (3) years after the termination date hereof. If at the end of three (3) years, there is litigation or if the audit report covering such agreement has not been accepted, the Contractor shall retain the records until the resolution of such litigation or audit.

6) ADDITIONAL REQUIREMENTS FOR AMENDMENT

In addition to the requirements set forth in Article XXIV, Section 24.1 of this Contract, Contractor further agrees that except when the terms of this Contract expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing and approved by Managing City Department and Workforce Solutions Alamo.

7) ADDITIONAL REQUIREMENT FOR ASSIGNMENTS

In addition to the requirements set forth in Article XXIII, Section 23.1 of this Contract, Contractor further agrees that Contractor shall not assign or transfer Contractor's interest in this agreement without the written consent of Workforce Solutions Alamo.

8) ADDITIONAL REQUIREMENT FOR SUBCONTRACTING

In addition to the requirements set forth in Article XXV, Section 25.1 of this Contract, none of the work or services covered by this agreement shall be sub-contracted without the prior written consent of Managing City Department and Workforce Solutions Alamo. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written agreement, and unless specific waiver is granted in writing by Managing City Department and Workforce Solutions Alamo., shall be subject by its terms to each and every provision of this agreement. Compliance by sub-Contractors with this agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any approved sub-Contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-Contractors.

C. Community Services Block Grant (CSBG) CFDA #93.569

Applicable Laws

The City of San Antonio receives CSBG funds through a contract with the Texas Department of Housing and Community Affairs.

1) Contractors funded through CSBG shall comply with the following laws:

- Public Law 103.252 which can be found at www.ncaf.org/csbg.htm
- Community Services Block Grant 42 USC Sections 9901 through 9926
- TAC Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Rules § 5.144, §5.145, §5.150 and §5.167 – pertaining to Uniform Grants and Management Standards

2) Persons served through CSBG funds must meet income eligibility guidelines including having incomes at or below 125% of the Federal Poverty Income Level (FPIL) as established by the U.S. Department of Health and Human Services.

3) Contractor agrees to adhere to all the requirements of the Results Oriented Management and Accountability (ROMA) system; a tool designed to measure consistent results of the Contractor's service delivery throughout the Contractors service delivery period. Texas Department of Housing and Community Affairs (TDHCA) mandate this requirement in accordance with CSBG Policy Issuance 98.12.8.

D. Emergency Solutions Grant (ESG) CFDA #14.231

Applicable Laws:

The City of San Antonio is the grantee that receives ESG funds through a contract with the U.S. Department of Housing and Urban Development. Through this RFP, the City makes ESG funds available to eligible recipients, which can be either local government agencies or private nonprofit organizations. The Emergency Solutions Grants replaces the Emergency Shelter Grants program and expands the eligible activities to include homelessness prevention and rapid re-housing components. The purpose of the ESG program is to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.

ESG funds are available for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, data collection through the Homeless Management Information Systems (HMIS), and Administration. Recipients also receive administration funds with a statutory cap of 7.5 percent. Local government recipients may carry out all ESG activities directly, whereas state recipients may only carry out activities related to administrative costs and HMIS.

1) The following are eligible Emergency Solutions Grants program eligible costs:

- Street Outreach: funds may cover costs related to essential services for unsheltered persons (including emergency health or mental health care, engagement, case management and services for special populations).
- Emergency Shelter: funds may be used for renovation of emergency shelter facilities and the operation of those facilities, as well as services for residents (including case management, child care, education, employment assistance and job training, legal mental, substance abuse treatment, transportation, and services for special populations).
- Homeless Prevention and Rapid Re-Housing: both components fund housing relocation and stabilization services (including rental application fees, security deposits, utility deposit or payments, last month's rent and housing search and placement activities). Funds may also

be used for short- or medium term rental assistance for those who are at –risk of becoming homeless or transitioning to stable housing.

- HMIS: funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, and office space, salaries of operators, staff training costs, and participation fees).
- Administration: Include general management, oversight and coordination; reporting on the program; costs for training; preparing and amending the Consolidated Plan, Annual Action Plan and CAPER; and Environmental Reviews responsibility.

2) Contractors funded through ESG shall comply with the following laws:

- USC Title 42, Section 11301 (1998) - Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act, as amended

- CFR Title 24 CFR, Subpart A, Part 84, Procurement Standards for Non-Profits

- ESG Regulations – CFR Title 24, Part 91, Section 576 can be found at http://www.hud.gov/offices/cpd/homeless/rulesandregs/regulations/576esg/index.cfm

- CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

3) Contractors receiving ESG funds agree to match ESG grant funds dollar for dollar with their own locally generated amounts. These local amounts can come from the contractor or other state and local grants **and must be in cash or cash equivalent for acquisition, rehabilitation, or new construction projects.** "In-kind" contributions such as the value of a donated building, supplies and equipment, new staff services, and volunteer time **may be used as match for service contracts such as operations of a facility or supportive services.**

4) Contractor shall not discriminate against "Committed Couples" which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.

5) The following Special Condition Clauses are applicable to **all** ESG and HOPWA Contracts and loan documents:

> CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:
>
> A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
>
> B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135,

which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.CC. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation f compliance with Section 7(b).

E. Housing Opportunities for Persons with AIDS (HOPWA) CFDA #14.241

Applicable Laws

The City of San Antonio receives Housing Opportunity for Persons with Aids (HOPWA) entitlement funds through a contract with the U.S. Department of Housing and Urban Development (HUD). The HOPWA Program was established by (HUD) to address the specific needs of persons living with

Human Immunodeficiency Virus (HIV/AIDS) and their families. HOPWA makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons medically diagnosed with (HIV/AIDS), and their families. HOPWA funding provides housing assistance and related supportive services as part of HUD's Consolidated Planning initiative that works in partnership with communities and neighborhoods in managing federal funds appropriated to HIV/AIDS programs. HOPWA grantees are encouraged to develop community-wide strategies and form partnerships with area non-profit organizations.

1) Contractors funded through HOPWA shall comply with the following laws:

- HOPWA Regulations – CFR Title 24, Part 91, Section 574 can be found at http://www.hud.gov/offices/cpd/aidshousing/lawsregs/regs/index.cfm
- Americans with Disabilities Act at USC 42 12101-12213 as codified under CFR Title 28
- CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

2) Contractor shall not discriminate against "Committed Couples" which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.

3) The following Special Condition Clauses are applicable to **all** ESG and HOPWA Contracts and loan documents:

> CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:
>
> A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
>
> B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
>
> C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.CC. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation f compliance with Section 7(b).

IV. GLOSSARY OF TERMS

Amendment – An agreement executed by all parties to a Contract subsequent to the original execution date of such Contract which modifies provisions of such Contract.

Audit - A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. All contractors must submit an audit of the program funded under this agreement as is further delineated herein. For purposes of this Funding Guide, an Audit shall mean an OMB Circular A-133 Audit or an audit conducted in accordance with State of Texas or other applicable federal agency requirements.

WSA – Workforce Solutions Alamo

WSAB – The Workforce Solutions Alamo Board

City - City of San Antonio, a Texas municipal corporation

Contractor - A service provider or program operator under contract with the City of San Antonio.

CCDF – Child Care Development Funds

CSBG - Community Services Block Grant

ESG – An acronym for the Emergency Solutions grant from HUD

Family: See definition in 24 CFR 812.2 (The National Affordable Housing Act definition required to be used in the Consolidated Plan differs from the Census definition). The Bureau of Census defines a family as a householder (head of household) and one or more other persons living in the same household who are related by birth, marriage of adoption.

Federal Poverty Income Limits (FPIL) – see Poverty Level

General Fund - Funds that originate from the tax base or fees and fines collected by the City of San Antonio. These funds are generally adopted for expenditure in the City's budget through an ordinance.

Grantor – The organization that provides grant funds to the City.

HHS – U.S. Department of Health and Human Services

HOPWA – Housing Opportunities for Persons with AIDS grant from HUD

Household: One or more persons occupying a housing unit.

HUD – U.S. Department of Housing and Urban Development

HUD Income Definitions - Annual income as defined under the Section 8 Housing Assistance Payments program at (24 CFR 813.106) or Annual Income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

A. Wages, salaries, tips, commissions, etc;
B. Self-employment income from own non-farm business, including proprietorships and partnerships
C. Farm self-employment income
D. Interest, dividends, net rental income, or income from estates or trusts;
E. Social Security or railroad retirement;
F. Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
G. Retirement, survivor, or disability pensions; and
H. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040) for individual Federal annual income tax purposes.

Low- and moderate-income household - a household having an income equal to or less than the Section 8 income guideline limits established by HUD.

Low- and moderate-income person - a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Moderate-income household - a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

Moderate-income person - a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

Monitoring - The process of observing and/or reviewing performance which may include on-site observation, review of paperwork and files, interviews with staff or customers, telephone conversations, and formal evaluation of compliance elements.

Ordinance - A law enacted by the City Council of the City of San Antonio

Participant - An individual who has been determined eligible for and who is receiving program services.

Policies - Guidelines for management of programs that have been developed using relevant federal and state laws, state rules, funding limitations, information from grantors, the public, and the goals of the individual programs.

Poverty Level - The annual income threshold at or below which families are considered to live in poverty as established by the U.S. Department of Health and Human Services. 2015 Poverty level is listed below. The Federal government changes/updates the Federal Poverty Income Levels (FPIL) annually. Updated FPIL can be found at http://www.hhs.gov/

Persons in Family or Household	48 Contiguous States and D.C.	Alaska	Hawaii
1	$11,770	14,720	13,550
2	15,930	19,920	18,330
3	20,090	25,120	23,110
4	24,250	30,320	27,890
5	28,410	35,520	32,670
6	32,570	40,720	37,450
7	36,730	45,920	42,230
8	40,890	51,120	47,010

For each additional person, add	4,160	5,200	4,780

Procedures - A document that specifies the way to perform an activity and identifies the position responsible for its performance.

Profit - An amount in excess of the cost necessary to operate a program. Profit is allowable to the extent it is reasonable as determined during contract negotiations and not in excess of 10% of grant funds. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories for WIA (need to spell out what WIA stands for) related costs and may be treated differently for other funding sources. Profit may only be earned by private for-profit organizations. Profit is not allowable with City of San Antonio General Funds.

Program Income - 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. Contractor shall include this language, in its entirety, in all of its sub-contracts involving income-producing services or activities.

Section 8 Income Guidelines - Income limits established by the Department of Housing and Urban Development (HUD). The newest limits can be found at the HUD website www.hud.gov

HUD 2015 Section 8 Income Guidelines

Household Size	Low Income (80% of Median)
1	less than $34,850
2	less than $39,800
3	less than $44,800
4	less than $49,750
5	less than $53,750
6	less than $57,750
7	less than $61,700
8	less than $65,700

Service Provider - Also referred to as the contractor.

Supportive Services - May include the following: linkages to community services, assistance with transportation costs, assistance with child care, assistance with housing costs, referrals to medical services, and assistance with uniforms, work related attire, and work related tool costs including eyeglasses.

V. REFERENCES

The following list of resources may be used to find the laws, rules, regulations, and policies referenced in this document. If you are unable to access via the link provided, please copy the link and paste into your browser address line.

- **Age Discrimination in Employment Act** of 1967 (Public Law 90-202) as amended
  http://www.eeoc.gov/policy/adea.html

- **Americans with Disabilities Act**, Public Law 101-336, enacted July 26, 1990
  http://www.eeoc.gov/policy/ada.html

- **City Charter of the City of San Antonio**
  http://www.sanantonio.gov/atty/reference/charter.htm

- **City of San Antonio Ethics Code**
  http://www.sanantonio.gov/atty/Ethics/codetext.htm

- **Civil Rights Act** of 1991 (Public Law 102-166)
  http://www.eeoc.gov/laws/cra91.html

- Title VII of the **Civil Rights Act** of 1964 (Public Law 88-352)
  http://www.eeoc.gov/policy/cra91.html

- **Code of Federal Regulations (CFR)**
  http://www.hudclips.org/cgi/index.cgi for ESG and HOPWA funded activities
  http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFRv/cfr/index.html
  for all other federally funded activities

- Title IX of the **Education Amendments** of 1972 (USC Title 20, Sections 1681-1688)
  http://www.doi.gov/oasam/regs/statutes/titleix.htm
  http://www.usdoj.gov/crt/cor/coord/titleixstat.htm

- Federal **Drug-Free Workplace Act** of 1988 as adopted by the Texas Worker's Compensation Commission Rules Chapter 169
  http://www4.law.cornell.edu/uscode/html/uscode41/usc_sup_01_41_10_10.html
  http://www.ci.league-city.tx.us/documents/Human%20Resource/DRGPOLIC.htm

- **Equal Pay Act** of 1963 (Public Law 88-38)
  http://www.eeoc.gov/types/epa.html

- **Employee Retirement Income Security Act** (ERISA) of 1974 (Public Law 93-406)
  http://www.efast.dol.gov/ebsa/compliance_assistance.html

- **Fair Labor Standards Act** of 1938, as amended
  http://www.dol.gov/esa/regs/statutes/whd/0002.fair.pdf

- **Internal Revenue Service (IRS)**
  http://www.irs.gov/index.html or

http://www.irs.gov/newsroom/article/0,,id=151226,00.html (for mileage rates)

- **Occupational Safety and Health Act** regulations
  http://www.osha.gov/comp-links.html

- **OMB Circulars**
  http://www.whitehouse.gov/omb/circulars/index.html

- **Public Laws**
  http://www.gpoaccess.gov/plaws/index.html

  NOTE: For most public laws listed in this document, you will need to go to the section of the website entitled "Previous Congresses -- 104th (1995-96) through 108th (2003-04) Congress" then click Search. You search by the number of congress that is the first three numbers in the number of the Public Law. Example: Public Law 104-193 is found in the 104th Congress. Then type in the Public Law number and press Submit. When you get the Search Results simply look in the Hits until you find the Public Law you want to review.

- Sections 501 and 505 of the **Rehabilitation Act** of 1973 (Public Law 93-112)
  http://www.eeoc.gov/policy/rehab.html

- Sections 501 through 509 of the **Rehabilitation Act** of 1973
  http://www.access-board.gov/enforcement/Rehab-Act-text/title5.htm

- Section 504 of the **Rehabilitation Act** of 1973 for ESG and HOPWA contracts
  http://www.hud.gov/progdesc/s-504.cfm

- For CSBG and CCDF contracts
  http://www.hhs.gov/ocr/504.html

- Texas Administrative Code TAC)
  http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC

- **Texas Comptroller of Public Accounts** (for State Agency mileage rates)
  https://fmx.cpa.state.tx.us/fm/travel/milerate/index.php
  http://www.window.state.tx.us/fm/statewide/05/10/5.html (for State Agency per diem rates)

- **Texas Statutes (Codes)**
  http://www.capitol.state.tx.us

  NOTE: The web link takes you to the Texas Legislature Online. On the left menu, click on Texas Statutes for a list of Codes.

- **Texas Work Source Commission** http://www.twc.state.tx.us/

- **Worker's Compensation** statutory regulations
  http://www.tdi.state.tx.us/wc/referencesandforms.html

- **Unemployment Insurance** statutory regulations
  http://www.twc.state.tx.us/customers/rpm/rpmsub1.html

- **United States Code (USC)**
  http://uscode.house.gov/search/criteria.shtml

- **United States General Services Commission** (travel per diem rates)
  http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

Exhibit 1

CITY OF SAN ANTONIO

Economic Development Department

Purpose: This Economic Development Department (EDD) policy provides delegate agencies with procedures, allowances, and requirements for use of City of San Antonio (COSA) General Funds for education, job skills or life skills training and supportive services. The policy also stipulates internal EDD monitoring requirements to ensure compliance.

Executive Summary of This Policy:

1. Establishes a maximum household income eligibility level of 200 % of the current Federal Poverty Level for a participant to receive support services via an EDD-funded program. There is no income eligibility level for training.
2. Defines allowable expenses for training, education, and supportive services.
3. Establishes maximum dollar and time limitations per person for training, education and supportive services.
4. Describes participant conditions that must be met in order to receive various services via an EDD-funded program.
5. Establishes requirements for support documentation when training, education or supportive services are provided. Defines a waiver process that must be followed in situations that do not meet the requirements of the policy.
6. Identifies target demand occupations for 2014.

Definitions:

Training costs include tuition, academic or training fees, books, testing or assessment fees, training supplies, tools, as well as items such as review fees, tutoring, uniforms, medical vaccinations, medical exam, and work related items required by the training provider for job training.

Support services include items such as (but not limited to) childcare, mortgage, rental, food or utility assistance, transportation, and other work related items.

Use of the term *"manager"* in this policy refers to the EDD division or program manager or the most senior delegate agency manager, as appropriate, unless otherwise specified. The word *"Director"* in this policy refers to the Director of EDD.

Policy: This policy applies to all EDD delegate agencies and subcontractors and is intended to provide uniform and consistent guidance for expenditures associated with training and supportive services for participants in EDD-funded programs. This policy will be incorporated into and become a part of all delegate agency and subcontractor contracts.

Conflicts: This EDD policy only supplements grantor requirements. In all cases, funding source procedures and program requirements for eligibility and supportive services will be followed if they conflict with this policy. Additionally, funding source guidelines may be followed if they permit higher allowances than authorized by this policy.

Monitoring: EDD contract monitoring personnel will follow the Department Directive (DD-DA/C) and will review delegate agency and subcontractor records to ensure eligibility, job training, and supportive service requirements are met and documented. EDD monitors will report noncompliance as required by the Directive. The Director will require the delegate agency or subcontractor to refund all costs incurred for services provided to ineligible participants.

Funding Priorities: In situations where limited funding requires a prioritization of participant needs, eligible program participants will be served in the following order:

- Elderly (over 60)
- Certified disabled
- Critical care customer (CPS certified)
- Households with children 3 years of age or younger

Eligible individuals in a crisis situation (including spousal abuse, homeless or hungry or the immediate threat thereof) may be served without regard to these priorities. No individual already receiving services will have any service terminated because of new participants with a higher priority.

Agencies that do not adopt all of the requirements and expenditure limitations of this policy are required to account for the expenditure of COSA funds separately from funds received from other sources to ensure that they are expended in compliance with this policy.

Basic Income Eligibility: Training is available to residents of the city of San Antonio regardless of income level. Funding limits vary based on the length of training and the goal of such training. Support services may be available to individuals who meet EDD's basic income eligibility test.

Income Eligibility Test: To be eligible for initial and continued support services, an applicant's annual household income at the time support services are provided may not exceed 200% of the current Federal Poverty Level (FPL). Household income includes monies from those sources identified by IRS Publication 17 but also includes military disability benefits. For military personnel, income is identified as monies from those sources identified by IRS Publication 3. Excerpts from IRS publications 3 and 17 are included as Attachments A and may be downloaded in their entirety at http://www.irs.gov/publications/index.html. Certain types of support services may have more stringent income eligibility requirements. The FPL Guidelines (revised annually) for 2012 - 2013 are included as Attachment B, and may be downloaded at http://www.hhs.gov. Any participant who exceeds the maximum income level while receiving support services may no longer receive support services unless the Director approves a written exception. Service providers must document their definition and calculation of annualized income.

EDD's income eligibility requirements should be deemed maximum levels. If a funding source requires more stringent income requirements, the more stringent requirements will be followed. Additionally, due to agency funding levels or service capacity, service providers may establish lower levels, at their discretion, provided they be used on a universal and consistent basis.

Residency Requirements: To be eligible for training and support services, an applicant must provide proof of residency within the city of San Antonio, as well as their intention to maintain residency in San Antonio upon completion of EDD-funded training. Proof of intention to maintain residency may be documented through various means, which include:

- Military Dependents: Permanent Change of Station orders.
- Non-Military: Purchase or ownership of a self-occupied home.
- All: Self-declaration of intent to remain in San Antonio as a resident

Any applicant not meeting these residency requirements or who is unable to provide proof of residency intent will be considered on a case-by-case basis via the exception process outlined in this policy.

Exception Process: Dollar limitations or other eligibility requirements for training and supportive services may be waived on an individual basis for extenuating circumstances or unusual personal situations. Individuals not meeting income or other requirements of this policy may receive training or support services via a written exception to this policy as follows:

a. *Income eligibility.* If an individual exceeds the EDD basic income eligibility requirements for a specific support service, a request may be submitted in writing to the Director for approval prior to the provision of the particular support service.
b. *Crisis intervention.* If an income eligible participant requires immediate support services to address a crisis situation, such service(s) may be provided on a one-time basis for a period not to exceed seven calendar days and in an amount not to exceed $250. The requirement to document service or denial from other agencies or service providers is waived.
c. If a funding source specifically allows more generous training or support service allowances or allows a higher income level, such allowance will be documented once and forwarded to the Director for approval.

It is the delegate agency's responsibility to determine the type of EDD funds received and the eligibility and other requirements of the funding source. EDD will assist the agency as requested.

All exceptions require written approval by the Director, unless waiver or approval authority has been delegated by the Director, in writing, to the appropriate division/program or agency manager.

ELIGIBILITY & PROGRAM REQUIREMENTS

All funding source eligibility requirements must be met and documented in the participant file before any training or support services may commence.

Attachment D provides a summary matrix of eligibility and program requirements and limitations for all authorized training and support services. All dollar or time limitations are for COSA funds expended per agency per applicant unless otherwise stated. Short-term and long-term dollar and time limitations may not be "stacked" or combined for a participant.

Individuals receiving education, training, or support services from any EDD program are strongly encouraged to participate in the Department of Human Services' Family Assistance Division (FAD). All service providers should advise participants of the features, benefits, and qualifications for:

a. Financial Literacy programs; and
b. Volunteer Income Tax Assistance (VITA) program;

REMEDIAL EDUCATION AND JOB/SKILL TRAINING REQUIREMENTS

EDD supports short-term remedial education necessary to receive training with a goal of placing participants in permanent employment or transitioning them into self-sustaining employment.

All providers are responsible for knowing current Texas Workforce Commission (TWC) training and support services opportunities and requirements and for referring all eligible applicants to a TWC workforce center, if appropriate. If TWC training or support services are available for a qualified applicant, those resources should be utilized first, to the extent possible or practical, before COSA funds are committed.

Long-term training may be provided only in targeted demand occupations (or a "first level" directly related occupation) as identified by Workforce Solutions Alamo. Long-term training may also be approved for customized training programs, if the employer has provided a written agreement to employ graduates of the training program at a wage not less than $11.47 per hour. Occupations not on the target demand occupation list may be added via written request to the Director. A list of target demand occupations for 2014 is included as Attachment E.

Short-term training is supported if it has a goal of immediate "transitional" job placement. Delegate agencies may use EDD-funds to purchase direct training services from other providers, but only for approved occupations or programs as outlined above. Additionally, certain grant-funded programs for job training may require use of certain approved training vendors, as specified by the funding source. All COSA and funding source procedures and requirements for the procurement and payment of training services must be followed. EDD-provided funds may only be used to purchase training that result in a marketable skills certificate in a targeted or approved occupation.

Applicants who are skilled or have been previously employed in a target demand occupation may receive training or support services via an EDD-funded program if they meet eligibility requirements and:

They are currently earning less than $11.47 per hour, or receive prior written approval

from the Director (or manager if so delegated), or

b. Their previous skills training was not provided using COSA funds, or
c. Their training was in an occupation that is no longer identified as a target demand occupation, or
d. They are a displaced worker requiring re-training in order to become re-employed.

EDD supports both short and long-term job and occupational skill training and short-term remedial education as follows:

a. Short-term training of six months or less is authorized for placement in transitional (less than a living wage) employment. The City's Living Wage for 2013 - 2014 is $11.47 per hour. Such short-term training must be intended to provide the participant with

    i. Immediate placement and income;

    ii. Basic employability skills;

    iii. Character trait development; and/or

    iv. Creditable job experience for transition to a living wage.

    Total short-term training costs may not exceed $1,000 per person per lifetime and total support services for income eligible participants may not exceed $1,000 per person per lifetime, plus childcare (at the current Child Care Services Division (CCSD) rate) plus transportation (per limits below) for the duration of training, unless specifically authorized in writing by EDD or the funding source.

b. Short-term training (including a compressed schedule) of six months or less is also authorized for permanent placement at or above the living wage, preferably in a demand occupation. Total training costs may not exceed $2,000 per person per lifetime and total supportive services may not exceed $1,000 per person per lifetime, plus childcare (at the current CCDS rate) plus transportation (per limits below) for the duration of training, unless specifically authorized in writing by EDD or the funding source.

c. Long-term occupational training (more than six months) is authorized for permanent placement in a targeted (or approved) occupation. Total training costs may not exceed $4,000 per person per lifetime for certificate programs or $6,000 per person per lifetime for associate or higher degree programs. Total supportive services may not exceed $2,000 per person per lifetime plus childcare (at the current CCSD rate) plus transportation (per limits below) for the duration of training for income eligible participants, unless specifically authorized in writing by Director (or designee) or the funding source. For individuals participating in a long-term customized training program, total training costs will be limited to the actual cost of the customized training.

d. Short-term remedial education of less than six months is authorized for individuals with a high school or G.E.D. diploma whose pre-enrollment academic assessment (using the Test of Adult Basic Education (TABE) or similar instrument) indicates an

academic level of not less than 10.0. Total training costs may not exceed $1,000 per person per lifetime and total support services may not exceed $1,000 per person per lifetime, plus childcare (at the current CCDS rate) for the duration of training for income eligible participants, unless specifically authorized in writing by the Director or the funding source. Individuals who have not achieved an academic level of 12.0 or higher after remedial education funded by EDD are not eligible for further training funded by EDD but are eligible for G.E.D. preparatory education at any COSA Family Assistance Division – Adult Literacy Centers.

e. Adult Basic Education (ABE) is authorized for any individual whose pre-enrollment academic assessment (using the Test of Adult Basic Education (TABE) or similar instrument) indicates an academic level of less than 10.0. All ABE will be provided via a COSA Family Assistance Division – Adult Literacy Centers or other designated education provider depending on the participant's needs. Total training costs may not exceed $1,000 per person per lifetime and total support services may not exceed $1,000 per person per lifetime for income eligible participants unless specifically authorized by the Director.

All direct (i.e. out-of-pocket) training and support service costs for each participant must be properly documented in the agency's fiscal records and in the participant's individual case or student file. If tools are provided to the participant for job training, the participant must acknowledge receipt of the tools on an inventory form and sign an agreement to return the tools if the training program is not completed. The cost of non-cash services such as case management, referral, follow-up, etc. need not be calculated or considered in terms of this policy.

All participants needing training should complete a career exploration process before any COSA funds are committed by the Agency. Once training has commenced, a change in the participants targeted demand occupation is allowed only once per participant.

Additionally, all participants who are eligible for Pell grants or other local, state, or federal sources of financial aid must show proof of application for such funds before COSA funds may be used for training or support services. Pell or scholarship funds can be used for training or living expenses or both, if permitted by the source of such funds.

SUPPORT SERVICE REQUIREMENTS

The City's Department of Human Services (DHS) support service programs are designed to facilitate the coordination of community resources and, when possible, minimize or eliminate the possible duplication of services with other service providers. Accordingly, when possible or appropriate, agencies should coordinate service referrals with the United Way 211 referral resource. When applicable, delegate agency or subcontractor staff should provide participants with a listing of other service agencies and refer participants to applicable programs for assistance. A coordinated effort is needed to ensure participants are made aware of all available services.

It is EDD's policy to provide support services to program participants only if the service is not available via another source and only after other providers of these (or comparable) services have declined to provide the service to the participant because of funding, capacity or eligibility requirements. If a participant is referred to DHS for support services, a record of the service (or

denial) must be obtained from the servicing division and included in the case file if possible. For referrals outside of DHS a record of the participant's request and the provider's declination of the service (if available) must be included in the participant's file or, in the absence of a provider's declination, the participant may self-certify the declination.

Following are basic support services that are potentially available to program participants. Funding, time, or other program limitations specified may not be exceeded, except in cases where the delegate agency documents the funding source authorization for different support services or service levels. When such support services are provided, each (and all) services provided must be documented in the participant's case file.

Childcare: All applicants requesting or requiring purchased childcare services will first be referred to DHS's Child Care Services Division (CCSD) to determine whether Head start, Pre-Kinder, Homeless Childcare, Our City Cares or other programs are viable options in lieu of childcare. If no other programs are options, the applicant will be required to meet CCSD eligibility tests for income, employment, and training/education status before childcare services may be provided. Full or partial payment of childcare is available only to households that do not have an adult (responsible parent, relative, or guardian) available to provide this service. EDD funds may be used to support participants who meet CCSD eligibility requirements and who are wait-listed by CCSD, but only for the period they are wait-listed. Any participant not meeting CCSD eligibility requirements may request a waiver for a specific period of time, which must be submitted in writing by the delegate agency for a determination by the Director prior to any services being provided. If the division or agency provides childcare internally without purchasing such services from another provider, the provisions of this section do not apply

Food Assistance: Program participants should first seek assistance through community food pantries, including the Food Bank, and other local, state, or federal agencies, and should apply for food stamps, if eligible. If such assistance is unavailable, support for food assistance may be authorized and cannot exceed $150 per household per year. The non-availability of other support services must be documented in the case file.

Exceptions are allowed in emergency situations, declared natural disasters or catastrophes (e.g. fire or flood) but must be documented in the case file (if one exists) and approved by the Director.

Food Purchases: Delegate agencies and subcontractors may purchase food for participants only if the agency's EDD-approved budget supports the expenditure. Food purchase receipts must be retained by the delegate agency and show the food provider or store where the purchase was made, date of purchase, items purchased, and amount paid. COSA is prohibited by law from reimbursing any taxes paid for the purchase of food or other commodities. When food items are dispersed or consumed, a log must be retained that shows the date, the program purpose, and a roster of those participants attending the program. Each participant should sign the log to verify attendance. Customary refreshments for events or activities (as opposed to meals) may be provided for participants if the delegate agency's EDD-approved budget supports the expenditure. A record of who consumed the refreshments is not required if the cost for such refreshments does not exceed $25 per event or activity.

Health Care: All participants requiring health care services will be referred to health care

providers. Unless required for a specific training or education program (e.g. nursing) EDD does not cover any health related expense other than medical, dental, vision, and pharmaceutical as specified below. The participant's case file must be documented to show when and to whom the medical referral was made.

Medical, Dental and Vision Care: Program participants may receive EDD support for medical, dental and vision care for participants up to $100 per visit and a combined maximum of $300 per year per person. Receipts for services provided must be placed in the participant's case file.

Pharmaceutical Assistance: Program participants may receive EDD support for prescription assistance up to $150 per year per person.

Rental and Mortgage Assistance: If eligible, all applicants must first apply for assistance through DHS's Community Action Division, as well as any applicable local or state housing programs. Eligible applicants must have proof of rent/mortgage expenses and must also show proof of ability to continue payments after assistance is received. Assistance will first be provided via FEMA if the applicant is eligible. However, EDD allows rental and mortgage assistance for individuals who are not eligible for FEMA assistance provided that household income does not exceed the EDD's income eligibility requirements. Assistance is limited to $500/year. The non-availability of other support services must be documented in the case file.

Tax Assistance: Any participant requiring assistance preparing their federal income tax return should utilize the Department of Human Services (COSA) no-cost VITA service, provided they meet VITA eligibility requirements.

Transportation: EDD supports bus expenses not to exceed $20 per month per participant (or the cost of a monthly bus pass) or gas and other automobile expenses of up to $8 per day and $40 per week. If mileage reimbursement is allowed, the participant will be required to provide the Division or Agency with proof of liability insurance, and a daily log showing the date, odometer reading and amount of transportation expenses that were incurred. The log must be supported by receipts, coincide with the participant's training schedule, and will be retained by the delegate agency for program review purposes. The participant and a delegate agency staff member must sign the log. Providers may opt to reimburse transportation costs at a flat per diem rate, provided the weekly rate does not exceed $40. The Director or designee must approve any payment of more than $40 in one week.

Utility Assistance: Program participants should first seek assistance through all available programs, including Bexar County programs such as CEAP or LI-HEAP, or Projects WARM, REAP, and AGUA and the Affordability Discount Program, which are administered by DHS in conjunction with SAWS and CPS. Individuals must qualify for each particular program based on income. If ineligible for assistance because of income, the Director or designee manager may approve an exception if the individual's income does not exceed 200% of the FPL. In any case, DHS support for utility assistance may not exceed the annual amount per household per year allowed under Project WARM, unless the exception process is followed. The non-availability of other support services must be documented in the case file. Utility assistance is authorized for any form of direct utility assistance to include connection, reconnection, and penalty fees but may not be used for utility deposits. All able-bodied individuals receiving utility assistance are expected to attend a course in personal financial literacy within six months of receiving the assistance.

Work-Related Expenses: EDD support may include, as training expenses, various work-related expenses that participants may incur while in training. Fees for testing or examinations for licenses or certifications, uniforms and special occupational footwear, tools, clothing, and related training supplies may be authorized to a maximum of $250 per person per year. Individuals in long-term training for medical and technological occupations are authorized an additional maximum of $1,000 per person per lifetime for "usual and customary" testing/licensing/certification fees. A maximum of $1,000 per person per lifetime is authorized for tools that are required by the training provider for long-term training programs in the medical, dental, or automotive fields.

Other Support Services: Agencies may provide other services not specified in the policy by requesting approval from the Director in writing prior to providing such service.

ATTACHMENT A

Excerpts from IRS Publication 3 and 17

Included Items

These items are included in gross income, unless the pay is for service in a combat zone.

Basic pay
- Active duty
- Attendance at a designated service school
- Back wages
- CONUS COLA
- Drills
- Reserve training
- Training duty

Special Pay
- Aviation career incentives
- Career sea
- Diving duty
- Foreign duty (outside the 48 contiguous states and the District of Columbia)
- Foreign language proficiency
- Hardship duty
- Hostile fire or imminent danger
- Medical and dental officers
- Nuclear-qualified officers
- Optometry
- Pharmacy
- Special duty assignment pay
- Veterinarian
- Voluntary Separation Incentive

Bonus Pay
- Career status
- Enlistment
- Officer
- Overseas extension
- Reenlistment

Other Pay
- Accrued leave
- High deployment per Diem
- Personal money allowances paid to high-ranking officers
- Student loan repayment from programs such as the Department of Defense Educational Loan Repayment Program when year's service (requirement) is not attributable to a combat zone

Incentive Pay
- Submarine
- Flight
- Hazardous duty
- High altitude/Low altitude (HALO)

Basic allowance for housing (BAH) - You can still deduct mortgage interest and real estate taxes on your home if you pay these expenses with your BAH.

Death gratuity - Any death gratuity paid to a survivor of a member of the Armed Forces is excluded from gross income.

Differential wage payments - Differential wage payments are any payments made by an employer to an individual for a period during which the individual is performing service in the uniformed services while on active duty for a period of more than 30 days and that represent all or a portion of the wages the individual would have received from the employer if the individual was performing services for the employer. These amounts are taxable and cannot be excluded as combat pay.

Military base realignment and closure benefit - Payments made under the Homeowners Assistance Program (HAP) generally are excluded from income. However, the excludable amount cannot be more than the maximum amount described in subsection (c) of 42 USC 3374 as in effect on November 6, 2009. Any part of the payment that is more than this limit is included in gross income. For more information about the HAP, see http://hap.usace.army.mil/Overview.html.

Qualified reservist distribution (QRD) - A QRD is a distribution to an individual of all or part of the individual's balance in a cafeteria plan or health flexible spending arrangement if:

- The individual was a reservist who was ordered or called to active duty for more than 179 days or for an indefinite period, and
- The distribution is made no sooner than the date the reservist was ordered or called to active duty and no later than the last day reimbursements could otherwise be made under the arrangement for the plan year which includes the date of the order or the call to duty.

A QRD is included in gross income and is subject to employment taxes. The employer must include the QRD (reduced by after-tax contributions to the health flexible spending arrangement) as wages on Form W-2.

State bonus payments. Bonus payments made by a state (or a political subdivision thereof) to a member or former member of the uniformed services of the United States or to a dependent of such member are considered combat pay (and therefore may not be taxable) if the payments are made only because of the member's service in a combat zone. See *Combat Zone*, later, for a list of designated combat zones.

Excluded Items

The exclusion for certain items applies whether the item is furnished in kind or is a reimbursement or allowance. There is no exclusion for the personal use of a government-provided vehicle.

Combat Zone Pay
- Compensation for active service while in a combat zone (Note: Limited amount for officers)

Other pay
- Defense counseling
- Disability, including payments received for injuries incurred as a direct result of a terrorist or military action
- Group-term life insurance
- Professional education
- ROTC educational and subsistence allowances
- State bonus pay for service in a combat zone
- Survivor and retirement protection plan premiums
- Uniform allowances
- Uniforms furnished to enlisted personnel

Death Allowances
- Burial services
- Death gratuity payments to eligible survivors
- Travel of dependents to burial site

Family Allowances
- Certain educational expenses for dependents
- Emergencies
- Evacuation to a place of safety
- Separation

Living Allowances
- BAH (Basic Allowance for Housing)
- BAS (Basic Allowance for Subsistence
- Housing and cost-of-living allowances abroad paid by the U.S. Government or by a foreign government
- OHA (Overseas Housing Allowance)

Moving Allowances
- Dislocation
- Military base realignment and closure benefit (the exclusion is limited as described above)
- Move-in housing
- Moving household and personal items
- Moving trailers or mobile homes
- Storage
- Temporary lodging and temporary lodging expenses

Travel Allowances
- Annual round trip for dependent students
- Leave between consecutive overseas tours
- Reassignment in a dependent restricted status
- Transportation for you or your dependents during ship overhaul or inactivation
- Per Diem

In-kind Military Benefits
- Dependent-care assistance program
- Legal assistance
- Medical/dental care
- Commissary/exchange discounts
- Space-available travel on government aircraft

Persons in Family	100% of FPL	200% of FPL
1	$11,170	22,340
2	15,130	30,260
3	19,090	38,180
4	23,050	46,100
5	27,010	54,020
6	30,970	61,940
7	34,930	69,860
8	38,890	77,780
For each additional person, add	3,960	$7,920/person

ATTACHMENT C

Targeted Demand Occupations - 2014

Automotive Service Technicians and Mechanics	49-3023
Bookkeeping, Accounting, and Auditing Clerks	43-3031
Bus Drivers, School	53-3022
Cargo and Freight Agents	43-5011
Customer Service Representatives	43-4051
Detectives and Criminal Investigators	33-3021
Elementary School Teachers, Except Special Education	25-2021
Executive Secretaries and Administrative Assistants	43-6011
General and Operations Managers	11-1021
Home Health Aides	31-1011
Licensed Practical and Licensed Vocational Nurses	29-2061
Middle School Teachers, Except Special and Vocational Education	25-2022
Nursing Aides, Orderlies, and Attendants	31-1012
Personal and Home Care Aides	39-9021
Police and Sheriff's Patrol Officers	33-3051
Registered Nurses	29-1111
Retail Salespersons	41-2031
Secondary School Teachers, Except Special and Vocational Education	25-2031
Shipping, Receiving, and Traffic Clerks	43-5071
Teacher Assistants	25-9041
Truck Drivers, Heavy and Tractor-Trailer	53-3032
Truck Drivers, Light or Delivery Services	53-3033

Attachment V

CONTRACT MONITORING REPORT

Department of Human Services
FY 2013-2014

Agency Name:
Program Name:
Month of:
Program/Contract Year:

Agency Rep:
Phone Number:
Monitor:
Phone Number:

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Pgm Total	YTD Actual	YTD % Ach
Approved Budget	P	$0	$0	$0	$0	$0										
Amount Expensed	A	$0	$0	$0	$0											
1	P	0	0	0	0	0										
	A	0	0	0	0											
2	P	0	0	0	0	0										
	A	0	0	0	0											
3	P	0	0	0	0	0										
	A	0	0	0	0											
4	P	0	0	0	0	0										
	A	0	0	0	0											
5	P	0	0	0	0	0										
	A	0	0	0	0											
6	P	0	0	0	0	0										
	A	0	0	0	0											
7	P	0	0	0	0	0										
	A	0	0	0	0											
8	P	0	0	0	0	0										
	A	0	0	0	0											
9	P	0	0	0	0	0										
	A	0	0	0	0											
10	P	0	0	0	0	0										
	A	0	0	0	0											

# Unduplicated Participants per Council District	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	*Cumulative/District*
Council District #1	0	0	0	0	0								0
Council District #2	0	0	0	0	0								0
Council District #3	0	0	0	0	0								0
Council District #4	0	0	0	0	0								0
Council District #5	0	0	0	0	0								0
Council District #6	0	0	0	0	0								0
Council District #7	0	0	0	0	0								0
Council District #8	0	0	0	0	0								0
Council District #9	0	0	0	0	0								0
Council District #10	0	0	0	0	0								0
Unknown District or Other	0	0	0	0	0								0
Total Number of Unduplicated Clients	0	0	0	0	0	0	0	0	0	0	0	0	0

Remarks for Each Measure Over or Under a 10% Variance

Monitor Reviewed: _____
Date: _____

Supervisor Reviewed: _____
Date: _____

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the City of San Antonio ("Covered Entity"), and [insert name of entity], a Business Associate ("BA").

WHEREAS, the City of San Antonio and BA have entered into a delegate agency contract to provide [insert brief description of service] ("Service Contract"), effective October 1, 2014; and

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

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

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

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

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

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

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

(3) "Parties" shall mean Covered Entity and BA.

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

(5) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by BA from or on behalf of Covered Entity.

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

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

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

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

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

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

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

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

(5) Ensure that any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards to protect such information;

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

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

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

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

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

(11) Will immediately, and in no event later than 14 days of discovery, notify Covered Entity of any breach of PHI and will coordinate with Covered Entity to identify, record, investigate, and report to an affected Individual and the U.S. Department of Health and Human Services, as required, any covered PHI breach.

C. Permitted Uses and Disclosures by BA

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

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

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

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 502(j)(1).

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

(1) notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;

(2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;

(3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI.

(4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

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

F. Term and Termination.

(1) The term of this Agreement shall commence on the date on which it is fully executed or contract start date of October 1, 2014, whichever is later. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Service Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(3) Effect of Termination.

(a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.

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

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

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

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

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

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

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

M. **Reimbursement.** BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.

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

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

P. **Entire Agreement.** This Agreement constitutes the complete agreement between BA and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contract or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Service Contract comply with the federal law and regulations commonly referred to as the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

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

EXECUTED to be effective October 1, 2015.

COVERED ENTITY
City of San Antonio

BUSINESS ASSOCIATE:
[Entity]

_____

Melody Woosley, Director
Department of Human Services

APPROVED AS TO FORM:

_____

[insert name]
Assistant City Attorney

Attachment II

2016 CHILD CARE SERVICES PROGRAM

October 1, 2015 - September 30, 2016

PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS	CURRENT POSITIONS	ADD/DELETE	BUDGET 2016 POSITIONS
138000000xxx CHILD CARE SERVICES OPERATIONS				
ACCOUNTANT	0874	1		1
ADMIINISTRATIVE ASSOCIATE	2063	6		6
ADMINISTRATIVE ASSISTANT I	0040	1	1	2
CASE AIDE	0985	7		7
CHAUFFEUR	0907	1	-1	0
CHILD CARE RESOURCES SPECIALIST	0990	23		23
CHILD CARE SERVICES SUPERVISOR	0991	6	-1	5
CLIENT SERVICES ANALYST	4014	1		1
CUSTOMER SERVICE REPRESENTATIVE	0909	1		1
FISCAL ANALYST	0844	2		2
HUMAN SERVICES ADMINISTRATOR	2354	0	1	1
MANAGEMENT ANALYST	0046	1	1	2
PROCUREMENT SPECIALIST II	0156	1		1
RECORDS SUPERVISOR	0007	1		1
SENIOR OFFICE ASSISTANT	0009	2		2
SOCIAL SERVICES MANAGER	0906	1		1
SR MANAGEMENT ANALYST	0999	3	1	4
TOTAL POSITIONS FOR CCDS PROGRAM		**58**	**2**	**60**

2016 CHILD CARE QUALITY PROGRAM

October 1, 2015 - September 30, 2016

PERSONNEL COMPLEMENT

POSITIONS	JOB CLASS	CURRENT POSITIONS	ADD/DELETE	BUDGET 2016 POSITIONS
138000000xxx CHILD CARE QUALITY OPERATIONS				
MANAGEMENT ANALYST	0046	1		1
SR MANAGEMENT ANALYST	0999	1		1
TOTAL POSITIONS CCQ OPERATIONS		**2**	**0**	**2**
TOTAL POSITIONS		**60**	**2**	**62**

Attachment III

2016 Child Care Services Program
October 1, 2015 - September 30, 2016

			BUDGET
REVENUES:			
4501100	CCDF Program Operations	$	3,964,023
4501100	CCDF- Direct Care		28,316,699
4501100	Federal Match-Direct Care		6,212,362
4501100	DFPS - In Home		4,002,601
4501100	DFPS - Foster Care		1,059,207
4501100	DFPS - Other Foster Care		534,290
4501100	DFPS - Relative Care		1,658,524
4501100	Child Care Quality Operations		151,088
	Subtotal Grant	**$**	**45,898,794**
4502230	Program Income	$	80,000
	Subtotal (Program Income)	**$**	**80,000**
6101100	Local Match (GF Transfer)	$	3,263,203
	Subtotal Local Match(GF Transfer)	**$**	**3,263,203**
	TOTAL REVENUES		**$ 49,241,997**
APPROPRIATIONS			
13800000xxxx	**Child Care Services (CCS) Operations**		
5101010	Reg Salaries & Wages	$	2,410,786
5101050	Language Skill Pay		7,800
5101070	Retiree Payout Sal		4,273
5103005	FICA		184,425
5103010	Life Insurance		2,410
5103035	Personal Leave Buy Back Pay		44,685
5103056	Transportation Allowance		1,620
5105010	TMRS		259,400
5170040	Civln Actv Healthcr		432,636
5201025	Education		500
5202010	Temporary Services		1,000
5203060	Binding Printing & Repro.		28,922
5203090	Transportation Fees		1,151
5205010	Mail & Parcel Post		80,590
5205020	Rental of Equipment		1,825
5207010	Travel - Official		2,000
5302010	Office Supplies		15,000
5404520	Software Licenses		45,000
5501055	Cap<5000-Comp Equip		0
5501065	Cap < 5000 Furn & Fixtures		0
	Total 13800000xxxx	**$**	**3,524,023**

138000000xxxx	**Child Care Quality (CCQ) Operations**		
5101010	Reg Salaries & Wages	$	105,573
5103005	FICA		8,072
5103010	Life Insurance		103
5103035	Personal Leave Buy Back Pay		1,500
5105010	TMRS		11,360
5170040	Civln Actv Healthcr		15,480
5203090	Transportation Fees		3,000
5207010	Travel - Official		5,000
5302010	Office Supplies		500
5403510	Cap<5000-Comp Equip		500
	Total 13800000xxxx	**$**	**151,088**
138000000xxxx	**CCS - Rural Subcontractor**		
5202020	Contractual Services	$	520,000
	Total 13800000xxxx	**$**	**520,000**
138000000xxxx	**Direct Care Clearing Account**		
5201040	Fees to Professional Contractors	$	28,316,699
	Total 13800000xxxx	**$**	**28,316,699**
138000000xxxx	**CCS - Income Eligible**		
5201040	Fees to Professional Contractors	$	-
	Total 138000000xxx	**$**	**-**
138000000xxxx	**CCS - Transitional**		
5201040	Fees to Professional Contractors	$	-
	Total 13800000xxxx	**$**	**-**
138000000xxxx	**CCS - Choices**		
5201040	Fees to Professional Contractors	$	-
	Total 13800000xxxx	**$**	**-**
138000000xxxx	**Federal Match-Direct Care**		
5201040	Fees to Professional Contractors	$	6,212,362
	Total 13800000xxxx	**$**	**6,212,362**
138000000xxxx	**DFPS - In Home**		
5201040	Fees to Professional Contractors	$	4,002,601
	Total 13800000xxxx	**$**	**4,002,601**
138000000xxxx	**DFPS - Foster Care**		
5201040	Fees to Professional Contractors	$	1,059,207
	Total 13800000xxxx	**$**	**1,059,207**
138000000xxxx	**DFPS - Other Foster**		
5201040	Fees to Professional Contractors	$	534,290
	Total 13800000xxxx	**$**	**534,290**
138000000xxxx	**DFPS - Relative Care**		
5201040	Fees to Professional Contractors	$	1,658,524
	Total 13800000xxxx	**$**	**1,658,524**
138000000xxxx	**Local Match (GF Transfer)**		
5202020	Contractual Services	$	3,263,203
	Total Local Match (GF Transfer)	**$**	**3,263,203**
	TOTAL APPROPRIATIONS	**$**	**49,241,997**