

AN ORDINANCE 2013-06-20-0460

AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) IN AN AMOUNT UP TO \$21,809,394.00 FOR THE HEAD START PROGRAM FOR THE PERIOD OF JULY 1, 2013 – JUNE 30, 2014; AUTHORIZING A BUDGET, INCLUDING AN IN-KIND MATCH OF UP TO \$5,452,349.00 AND A PERSONNEL COMPLEMENT OF 66 POSITIONS FOR THE DEPARTMENT OF HUMAN SERVICES; AUTHORIZING THE NEGOTIATION AND EXECUTION OF SERVICE PROVIDER AGREEMENTS IN A CUMULATIVE AMOUNT NOT TO EXCEED THE TOTAL AMOUNT AWARDED BY HHS; AUTHORIZING ADDITIONAL AGREEMENTS AND/OR AMENDMENTS NEEDED FOR PROGRAM IMPROVEMENTS; AND AUTHORIZING THE ACCEPTANCE, RELEASE, AND/OR TRANSFER OF THE PROGRAM'S FIXED AND NON-FIXED ASSETS AND OTHER PROGRAM ITEMS, AND THE RELEASE AND/OR TRANSFER OF REAL PROPERTY, PURCHASED WITH FEDERAL FUNDS AND IN ACCORDANCE WITH HHS GUIDANCE AND REGULATIONS.

* * * * *

WHEREAS, the Head Start program is a federal early childhood education and development program funded through the U.S. Department of Health and Human Services (HHS) providing education and family support services for eligible children between three and five years of age; and

WHEREAS, for over 30 years, the City of San Antonio served as program grantee and provided oversight, monitoring, technical assistance, and administrative support for the San Antonio and Bexar County Head Start Program, which currently serves 6,789 children in 12 school districts throughout the county; and

WHEREAS, the 2007 Head Start Act introduced plans for Head Start program competition; and

WHEREAS, on April 19, 2012, HHS released a Request for Proposal for the City of San Antonio and the Bexar County area; and

WHEREAS, the City submitted a grant proposal to serve 4,845 children in the San Antonio Independent School District (SAISD) and Edgewood Independent School District (EISD) service areas; and

WHEREAS, on April 4, 2013, HHS announced preliminary awards for six potential Head Start grantees for the San Antonio and Bexar County area; and

WHEREAS, after participating in slot allocation and service area boundary negotiation meetings with HHS, the Office of Head Start and Region VI staff, the City received an award of 3,020 slots; and

WHEREAS, if the 5.27% sequestration is implemented the City will have a funded enrollment of 2,861 enrollment slots; and

WHEREAS, the City would serve 2,084 children in SAISD and 777 in EISD; and

WHEREAS, HHS has indicated that by July 1, 2013 the City may receive a prorated Notice of Award for a period of time beginning July 1, 2013 and up to June 30, 2014; and

WHEREAS, the City will continue to provide comprehensive high-quality Head Start services to children through contracts with SAISD and EISD for the provision of educational services, the City of San Antonio Metropolitan Health District for dental services, University Health System for medical services, and Family Service Association for family and community support and case management; and

WHEREAS, in order to increase program efficiencies, accountability, and program quality, provision of direct family and community support and case management will transition to DHS for SAISD and EISD during the upcoming school years; and

WHEREAS, the City of San Antonio, as the current grantee and with HHS' guidance, will be responsible for distribution of existing program inventory among new grantees for the San Antonio and Bexar County service areas; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the Department of Human Services (DHS) or her designee, is hereby authorized to accept grant funds in an amount up to \$21,809,394.00 from the U.S. Department of Health and Human Services (HHS) for the Head Start Program beginning July 1, 2013, and to execute any and all necessary documents to effectuate said acceptance. A copy of the original grant application is on file with the Department of Human Services.

SECTION 2. The City Manager or her designee, or the Director of the DHS or her designee, is further authorized to: 1) negotiate and execute contracts with the five service providers listed on the budget attached hereto and incorporated herein for all purposes as **Attachment III** in the cumulative amount not to exceed the total amount awarded by HHS; 2) negotiate and execute additional agreements and amendments to allow for program improvements and modifications in funding, provided that the total amount of all contracts, as amended, shall not exceed the total grant amount awarded by HHS; and 3) execute Letters of Intent, attached hereto and incorporated herein in substantially final form for all purposes as **Attachments IV-VIII**, with the service providers for the period starting July 1, 2013 until the five service provider contracts described above are executed.

SECTION 3. The City Manager or her designee, or the Director of the DHS or her designee, is further authorized to execute Memorandums of Understanding with Local Education Agencies, Early Head Start Programs, and Early Childhood Intervention service programs, and other entities

determined by DHS to facilitate the transition of Head Start services and children between the agencies, programs, and new grantees.

SECTION 4. The City Manager or her designee, or the Director of the DHS or her designee, is further authorized to take all action necessary regarding the acceptance, release and/or transfer of fixed and non-fixed assets and other program items, and the release and/or transfer of real property, purchased with federal funds and in accordance with HHS guidance and regulations.

SECTION 5. Upon acceptance of award, fund 26022000 entitled "Dept. of Health & Human Services" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this grant and the sum of up to \$21,809,394.00 from HHS will be appropriated in said fund. Upon award, a department specific fund will be assigned.

SECTION 6. A proposed budget, including an in-kind matching budget of up to \$5,452,349.00, attached hereto and incorporated herein for all purposes as **Attachment I**, is approved. A formal final budget which will include Internal Order numbers, General Ledger numbers, and a department specific Fund will be submitted by the department upon award.

SECTION 7. The proposed personnel complement of sixty-six (66) positions, which is attached hereto and incorporated herein for all purposes as **Attachment II**, is hereby approved.

SECTION 8. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 9. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 20th day of June, 2013.



M A Y O R

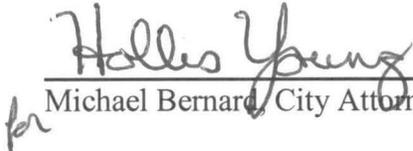
Julián Castro

ATTEST:

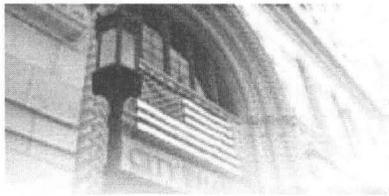


Leticia M. Vacek, City Clerk

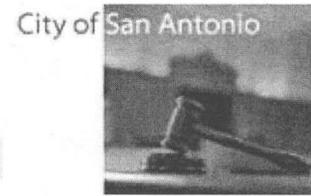
APPROVED AS TO FORM:



Michael Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 31

Name:	5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20A, 20B, 21A, 21B, 22A, 22B, 25, 26, 27, 28A, 28B, 30, 31, 32, 33, 34B, 36, 37, 38, 39, 40, 41, 42, 44, 46A, 46B, 47A, 47B, 48B, 49A, 49B, 49C
Date:	06/20/2013
Time:	11:16:24 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the acceptance of a pro-rated Head Start Designation Renewal System grant award from the Department of Health and Human Services (HHS) in an amount up to \$21,809,394.00 for program operations which includes \$212,701.00 for training and technical assistance for the period of July 1, 2013 – June 30, 2014; authorizing a budget, including a required in-kind match of up to \$5,452,349.00 and a personnel complement of 66 positions for the Department of Human Services; authorizing the negotiation and execution of five service provider contracts in a cumulative amount up to \$15,686,112.00 with the contractors listed on Attachment C for the period of July 1, 2013 to June 30, 2014, execution of Letters of Intent with the service providers for the period starting July 1, 2013 until execution of the contracts and additional contracts and/or amendments needed for program improvements; the negotiation and execution of Memorandums of Understanding with Local Education Agencies, Early Head Start Programs and Early Childhood Intervention service programs and other entities determined by the City of San Antonio Head Start program; authorizing the acceptance, release, and/or transfer program's fixed and non-fixed assets, including vehicles, office furniture, equipment and supplies, computers and playground equipment, and other program items purchased with Head Start funds in accordance with HHS guidance and regulations; and authorizing the acceptance, release, and/or transfer real property purchased with federal funds. [Gloria Hurtado, Assistant City Manager; Melody Woosley, Interim Director, Human Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				

Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

2013 Head Start Program
July 1, 2013-June 30, 2014

Attachment I

REVENUES:

4501100	Grants Federal - Operating	\$	21,809,394
	Subtotal Grant	\$	21,809,394
6500000	In Kind Revenue	\$	5,452,349
	Subtotal (In Kind)	\$	5,452,349
	TOTAL REVENUES		27,261,743

APPROPRIATIONS:

13800000xxxx 2013 Head Start COSA

5101010	Regular Salaries	\$	2,781,839
5101020	Overtime Salaries		196
5101050	Language Skill Pay		2,400
5103005	FICA & Medicare Expense		212,811
5103010	Life Insurance		2,782
5103035	Personal Leave Buy Back		21,900
5103056	Transportation Allowance		810
5104030	Flex Benefits Contr		466,939
5105010	Retirement Exp		285,398
5201025	Education - Classes		8,000
5201040	Fees to Prof. Contractors		864,264
5202020	Contractual Services - COSA		721,303
5203040	Adv and Publications		1,000
5203050	Membership Dues		400
5203060	Binding & Printing		28,000
5203070	Subs to Publications		600
5203090	Transportation Fees		27,440
5204050	Maintenance -Buildings		49,000
5204060	Cleaning Services		14,700
5204090	Maint & Rep - Automotive		1,000
5205010	Mail and Parcel Post		2,000
5205020	Rental of Office Equipment		32,928
5205030	Rental of Other Office Equipment		2,940
5206010	Rental of Facilities		161,700
5207010	Official Travel (out of town)		10,000
5208530	Alarm and Security Services		60,760
5301020	M&R Parts Automotive		993
5302010	Office Supplies		28,420
5304010	Food		15,000
5304075	Computer Software		33,000
5304080	Other Commodities		1,764
5403040	Cellular Phone Service		30,000
5403060	Domain Names		500
5403545	Motor Fuel and Lubricants		2,000
5404520	Software Licenses		1,768
5404530	Gas and Electricity		15,876
5404540	Water and Sewer		6,849
5407032	DW Other		3,300
5501000	Cap <5000 - Computer Equipment		5,000
5501055	Cap <5000 - Mach & Equip Other		2,000
5501065	Cap <5000 - Furniture & Fix		3,000
	Total 13800000xxxx	\$	5,910,580

**2013 Head Start Program
July 1, 2013-June 30, 2014**

13800000xxxx 2013 Head Start COSA - T&TA			
5101010	Regular Salaries	\$	79,594
5101020	Overtime Salaries		4
5103005	FICA & Medicare Expense		6,089
5103010	Life Insurance		80
5103035	Personal Leave Buy Back		1,000
5104030	Flex Benefits Contr		11,331
5105010	Retirement Exp		8,158
5201040	Fees to Prof. Contractors		15,000
5202020	Contractual Services - COSA		56,034
5203040	Education - Classes		12,000
5203070	Binding & Printing		12,000
5203090	Transportation Fees		560
5204050	Maintenance -Buildings		1,000
5204060	Cleaning Services		300
5205020	Rental of Office Equipment		672
5205030	Rental of Other Office Equipment		60
5206010	Rental of Facilities		3,300
5207010	Official Travel (out of town)		3,200
5208530	Alarm and Security Services		1,240
5304050	Other Commodities		36
5304070	Office Supplies		580
5404520	Gas and Electricity		324
5404530	Water and Sewer		140
	Total 13800000xxxx	\$	212,701
13800000xxxx 2013 Head Start - SAISD-Education			
5202020	Contractual Services	\$	10,619,726
	Total 13800000xxxx	\$	10,619,726
13800000xxxx 2013 Head Start - EISD-Education			
5202020	Contractual Services	\$	3,959,465
	Total 13800000xxxx	\$	3,959,465
13800000xxxx 2013 Head Start - University Health System			
5202020	Contractual Services	\$	68,664
	Total 13800000xxxx	\$	68,664
13800000xxxx 2013 Head Start - SA Metro Health			
5202020	Contractual Services	\$	105,857
	Total 13800000xxxx	\$	105,857
13800000xxxx 2013 Head Start -Family Service Assn. Family & Comr			
5202020	Contractual Services	\$	932,400
	Total 13800000xxxx	\$	932,400
13800000xxxx 2013 Head Start - In Kind			
6602025	In Kind Other Contractual	\$	5,452,349
	Total 13800000xxxx	\$	5,452,349
	TOTAL APPROPRIATIONS	\$	27,261,743

**HEAD START PROGRAM
JULY 1,2013 to JUNE 30,2014
PERSONNEL COMPLEMENT**

Positions 13800000XXXX 2013 HEAD START COSA	Job Class	Current Number of Positions	Add/Delete	Budget FY 2013 Positions
ADMINISTRATIVE ASSISTANT I	0040	2	0	2
ADMINISTRATIVE ASSISTANT II	0041	1	(1)	0
MANAGEMENT ANALYST	0046	15	(6)	9
GRANTS MANAGEMENT OFFICER	0844	1	(1)	0
SPECIAL PROJECTS MANAGER	0866	3	1	4
MULTI-SERVICE CENTER SUPERVISOR	0960	1	(1)	0
SENIOR MANAGEMENT ANALYST	999	8	(2)	6
HEAD START PROGRAM ADMINISTRATOR	2187	1	0	1
FISCAL MANAGER	2216	1	0	1
FISCAL ANALYST*	2218	2	(1)	1
ACCOUNTANT*	2220	1	0	1
SR BUSINESS ANALYST	4007	1	(1)	0
BEHAVIOR MANAGEMENT SPECIALIST	TBD	0	2	2
FAMILY SUPPORT COORDINATOR	TBD	0	1	1
FAMILY SUPPORT SUPERVISOR	TBD	0	3	3
FAMILY SUPPORT WORKER	TBD	0	33	33
PARENT ADVOCATE	TBD	0	2	2
13800000XXXX 2013 HEAD START COSA		37	29	66
TOTAL POSITIONS FOR HEAD START PROGRAM		37	29	66

* Denotes 50% of FTE

Head Start
Contractor Funding

Attachment III

Category: Education and Early Childhood and Training & Technical Assistance

Provider	FY 2013 Allocation	Period
San Antonio ISD	\$10,619,726	July 1, 2013 - June 31, 2014
Edgewood ISD	\$3,959,465	

Category: Child Medical Services

Provider	FY 2013 Allocation	Period
University Health System	\$ 68,664	July 1, 2013 - June 30, 2014

Category: Child Oral Health Services

Provider	FY 2013 Allocation	Period
San Antonio Metropolitan Health Department	\$ 105,857	July 1, 2013 - June 30, 2014

Category: Family and Community Support Services

Provider	FY 2013 Allocation	Period
Family Services Association	\$ 932,400	July 1, 2013 - June 30, 2014



CITY OF SAN ANTONIO

P O BOX 839966
SAN ANTONIO, TEXAS 78283-3966

Department of Human Services
Office of the Director

May 30, 2013

Dr. Sylvester Perez
Superintendent
San Antonio Independent School District
141 Lavaca
San Antonio, TX 78210

RECEIVED
FINANCE OFFICE
13 JUN -3 PM 2:59

Letter of Intent and Understanding

Dear Dr. Perez:

Please accept this letter as a statement of intent and understanding between the San Antonio Independent School District (SAISD) and the City of San Antonio (the City), a municipal corporation, by and through the Department of Human Services (DHS), collectively referred to as "the parties."

The parties hereby express that they are negotiating a comprehensive Agreement for the provision of education services by SAISD to the City's Head Start Program for a new term beginning July 1, 2013 through June 30, 2014. The parties attest that they are currently operating under an agreement for the program year ending June 30, 2013 and, in an effort to provide a seamless transition to the new program term, wish to establish that SAISD will continue to provide education services as of July 1, 2013 as set out below or until such time as the final agreement is executed between the parties.

Now therefore, the parties agree that:

- 1) SAISD shall continue to provide education services to the City's Head Start Program for the period beginning July 1, 2013 until the agreement is finally executed between the parties;
- 2) SAISD may hire staff and contract with other vendors as necessary to provide services in conformance with all Head Start requirements;
- 3) SAISD has been allocated a budget of \$10,619,726.00 to provide education services to 2,084 children in SAISD (the Federal share, which shall be no more than 80% of the program budget) to provide services for the period beginning on July 1, 2013 and ending on June 30, 2014;

- 4) This Letter of Intent and Understanding shall immediately terminate in favor of an executed Head Start agreement between the parties, unless terminated earlier in writing by either the City's Department of Human Services or the SAISD's Board of Trustees;
- 5) In the event that this Letter of Intent and Understanding is not ratified by SAISD's Board of Trustees on or before June 17, 2013, or if a final agreement has not been executed by the parties by August 31, 2013, this Letter of Intent and Understanding shall terminate, unless extended by further written agreement between the parties;
- 6) Upon expiration or early termination of this Letter of Intent and Understanding, or at any time during the term of this Letter of Intent and Understanding, all unused funds, rebates, advances exceeding allowable costs, or credits on-hand or collected thereafter relating to the Project, shall be immediately returned by SAISD to the City.

Signed and executed on this ____ day of _____, 2013.

Melody Woosley
Interim Director
Department of Human Services
City of San Antonio



Dr. Sylvester Perez
Interim Superintendent
San Antonio Independent School District



CITY OF SAN ANTONIO

P O BOX 839966
SAN ANTONIO, TEXAS 78283-3966

EDGEWOOD ISD
OFFICE OF SUPERINTENDENT
2013 MAY 31 AM 11:10

Department of Human Services
Office of the Director

May 30, 2013

Dr. Jose A. Cervantes
Superintendent
Edgewood Independent School District
5358 W. Commerce
San Antonio, TX 78237

Letter of Intent and Understanding

Dear Dr. Cervantes:

Please accept this letter as a statement of intent and understanding between the Edgewood Independent School District (EISD) and the City of San Antonio (the City), a municipal corporation, by and through the Department of Human Services (DHS), collectively referred to as "the parties."

The parties hereby express that they are negotiating a comprehensive Agreement for the provision of education services by EISD to the City's Head Start Program for a new term beginning July 1, 2013 through June 30, 2014. The parties attest that they are currently operating under an agreement for the program year ending June 30, 2013 and, in an effort to provide a seamless transition to the new program term, wish to establish that EISD will continue to provide education services as of July 1, 2013 as set out below or until such time as the final agreement is executed between the parties.

Now therefore, the parties agree that:

- 1) EISD shall continue to provide education services to the City's Head Start Program for the period beginning July 1, 2013 until the agreement is finally executed between the parties;
- 2) EISD may hire staff and contract with other vendors as necessary to provide services in conformance with all Head Start requirements;
- 3) EISD has been allocated a budget of \$3,959,465.00 to provide education services to 777 children in EISD (the Federal share, which shall be no more than 80% of the program budget) to provide services for the period beginning on July 1, 2013 and ending on June 30, 2014;

- 4) This Letter of Intent and Understanding shall immediately terminate in favor of an executed Head Start agreement between the parties;
- 5) In the event that a final agreement has not been executed by the parties by August 31, 2013, this Letter of Intent and Understanding shall terminate, unless extended by further written agreement between the parties.
- 6) Upon expiration or early termination of this Letter of Intent and Understanding, or at any time during the term of this Letter of Intent and Understanding, all unused funds, rebates, advances exceeding allowable costs, or credits on-hand or collected thereafter relating to the Project, shall be immediately returned by EISD to the City.

Signed and executed on this ___ day of _____, 2013.

Melody Woosley
Interim Director
Department of Human Services
City of San Antonio



Dr. Jose A. Cervantes
Superintendent
Edgewood Independent School District

Department of Human Services
Office of the Director

June 5, 2013

Dr. Thomas L. Schlenker
Director
San Antonio Metropolitan Health District
332 W. Commerce, Suite 307
San Antonio, TX 78205

Letter of Intent and Understanding

Dear Dr. Schlenker:

Please accept this letter as a statement of intent and understanding between the San Antonio Metropolitan Health District (SAMHD) and the City of San Antonio (the City), a municipal corporation, by and through the Department of Human Services (DHS), collectively referred to as "the parties."

The parties hereby express that they are negotiating a comprehensive Agreement for the provision of dental services by SAMHD to the City's Head Start Program for a new term beginning July 1, 2013 through June 30, 2014. The parties attest that they are currently operating under an agreement for the program year ending June 30, 2013 and, in an effort to provide a seamless transition to the new program term, wish to establish that SAMHD will continue to provide dental services as of July 1, 2013 as set out below or until such time as the final agreement is executed between the parties.

Now therefore, the parties agree that:

- 1) SAMHD shall continue to provide dental services to the City's Head Start Program for the period beginning July 1, 2013 until the agreement is finally executed between the parties;
- 2) SAMHD may hire staff and contract with other vendors as necessary to provide services in conformance with all Head Start requirements;
- 3) SAMHD has been allocated a budget of \$105,857.00 to provide dental services to 2,861 children (the Federal share, which shall be no more than 80% of the program budget) for the period beginning on July 1, 2013 and ending on June 30, 2014;
- 4) This Letter of Intent and Understanding shall immediately terminate in favor of an executed Head Start agreement between the parties;

- 5) In the event that a final agreement has not been executed by the parties by August 31, 2013, this Letter of Intent and Understanding shall terminate, unless extended by further written agreement between the parties.
- 6) Upon expiration or early termination of this Letter of Intent and Understanding, or at any time during the term of this Letter of Intent and Understanding, all unused funds, rebates, advances exceeding allowable costs, or credits on-hand or collected thereafter relating to the Project, shall be immediately returned by SAMHD to the City.

Signed and executed on this ___ day of _____, 2013.

Melody Woosley
Interim Director
Department of Human Services
City of San Antonio

Dr. Thomas L. Schlenker
Director
San Antonio Metropolitan Health District

Department of Human Services
Office of the Director

June 5, 2013

George B. Hernandez, Jr.
President/Chief Executive Officer
University Health System
4801 Northwest Loop 410, 10th Floor
San Antonio, TX 78229

Letter of Intent and Understanding

Dear Mr. Hernandez:

Please accept this letter as a statement of intent and understanding between the University Health System (UHS) and the City of San Antonio (the City), a municipal corporation, by and through the Department of Human Services (DHS), collectively referred to as "the parties."

The parties hereby express that they are negotiating a comprehensive Agreement for the provision of health services by UHS to the City's Head Start Program for a new term beginning July 1, 2013 through June 30, 2014. The parties attest that they are currently operating under an agreement for the program year ending June 30, 2013 and, in an effort to provide a seamless transition to the new program term, wish to establish that UHS will continue to provide health services as of July 1, 2013 as set out below or until such time as the final agreement is executed between the parties.

Now therefore, the parties agree that:

- 1) UHS shall continue to provide health services to the City's Head Start Program for the period beginning July 1, 2013 until the agreement is finally executed between the parties;
- 2) UHS may hire staff and contract with other vendors as necessary to provide services in conformance with all Head Start requirements;
- 3) UHS has been allocated a budget of \$68,664.00 to provide health services to 2,861 children (the Federal share, which shall be no more than 80% of the program budget) for the period beginning on July 1, 2013 and ending on June 30, 2014;
- 4) This Letter of Intent and Understanding shall immediately terminate in favor of an executed Head Start agreement between the parties;
- 5) In the event that a final agreement has not been executed by the parties by August 31, 2013, this Letter of Intent and Understanding shall terminate, unless extended by further written agreement between the parties.

- 6) Upon expiration or early termination of this Letter of Intent and Understanding, or at any time during the term of this Letter of Intent and Understanding, all unused funds, rebates, advances exceeding allowable costs, or credits on-hand or collected thereafter relating to the Project, shall be immediately returned by UHS to the City.

Signed and executed on this ____ day of _____, 2013.

Melody Woosley
Interim Director
Department of Human Services
City of San Antonio

George B. Hernandez
President/Chief Executive Officer
University Health System

Department of Human Services
Office of the Director

June 18, 2013

Nancy L. Hard
President/Chief Executive Officer
Family Service Association, Inc.
702 San Pedro
San Antonio, TX 78219

Letter of Intent and Understanding

Dear Ms.Hard:

Please accept this letter as a statement of intent and understanding between Family Service Association of San Antonio, Inc. (Family Service) and the City of San Antonio (the City), a municipal corporation, by and through the Department of Human Services (DHS), collectively referred to as “the parties.”

The parties hereby express that they are negotiating a comprehensive Agreement for the provision of family and community support services by Family Service to the City’s Head Start Program for a new term beginning July 1, 2013. The parties attest that they are currently operating under an agreement for the program year ending June 30, 2013 and, in an effort to provide a seamless transition to the new program term, wish to establish that Family Service will continue to provide family and community support services as of July 1, 2013 as set out below or until such time as the final agreement is executed between the parties.

Now therefore, the parties agree that:

- 1) Family Service shall continue to provide family and community support services to the City’s Head Start Program for the period beginning July 1, 2013 until the agreement is finally executed between the parties;
- 2) Family Service may hire staff and contract with other vendors as necessary to provide services in conformance with all Head Start requirements;
- 3) Family Service will be allocated a budget up to \$678,383.00 (the Federal share) for the period beginning on July 1, 2013; of this amount \$223,966 will go to provide family and community support services to 2,084 children in the San Antonio Independent School District for eight (8) weeks, and \$454,417 to serve 777 children in the Edgewood Independent School District for a period of six (6) months;
- 4) This Letter of Intent and Understanding shall immediately terminate in favor of an executed Head Start agreement between the parties;

- 5) In the event that a final agreement has not been executed by the parties by August 31, 2013, this Letter of Intent and Understanding shall terminate, unless extended by further written agreement between the parties.
- 6) Upon expiration or early termination of this Letter of Intent and Understanding, or at any time during the term of this Letter of Intent and Understanding, all unused funds, rebates, advances exceeding allowable costs, or credits on-hand or collected thereafter relating to the Project, shall be immediately returned by Family Service to the City.
- 7) The City's obligations under this Letter of Intent and Understanding are contingent upon the actual receipt of adequate grant funds from HHS, and if the HHS grant award varies from anything stated herein, the parties will use their best efforts to reflect such variations in the final comprehensive Agreement.

Signed and executed on this ___ day of _____, 2013.

Melody Woosley
Interim Director
Department of Human Services
City of San Antonio

Nancy L. Hard
President/Chief Executive Officer
Family Service Association of San
Antonio, Inc.