

AN ORDINANCE 101777

AUTHORIZING THE EXECUTION OF A CONTRACT CHANGE TOTALING \$143,495.00 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (TDSHS) TO FUND THE FEDERAL REFUGEE HEALTH SCREENING PROGRAM OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT (SAMHD) FOR THE PERIOD OCTOBER 1, 2005 THROUGH SEPTEMBER 30, 2006; AUTHORIZING THE EXECUTION OF A SUBCONTRACT TOTALING \$33,000.00 WITH CATHOLIC CHARITIES, ARCHDIOCESE OF SAN ANTONIO, INC. FOR SERVICES; ADOPTING THE PROGRAM BUDGET; APPROVING THE PERSONNEL COMPLEMENT; AND AUTHORIZING PAYMENTS.

* * * * *

WHEREAS, the San Antonio Metropolitan Health District (SAMHD) offers core public health activities; and

WHEREAS, the City Manager was authorized to execute the Public Health State Support Project 2005/2006 contract with the Texas Department of State Health Services (TDSHS) through an ordinance passed and approved on January 13, 2005; and

WHEREAS, contract changes are made throughout the term of the contract in order to renew grant programs when their terms expire; and

WHEREAS, TDSHS has offered a contract change totaling \$143,495.00 to renew support for the ongoing Federal Refugee Health Screening Program in the SAMHD for the period October 1, 2005 through September 30, 2006; and

WHEREAS, through a delegate agency agreement, Catholic Charities, Archdiocese of San Antonio, Inc., will furnish refugees transportation to and from medical and dental appointments, and will provide for interpretation and translation services at these appointments; and

WHEREAS, TDSHS has offered a contract change totaling \$143,495.00 through Contract Change Notice No. 13, Attachment 14 to renew support for the ongoing Federal Refugee Health Screening Program in the SAMHD for the period October 1, 2005 through September 30, 2006. This contract change supports a subcontract with Catholic Charities, Archdiocese of San Antonio, Inc. for \$33,000.00, **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is authorized to execute Contract Change Notice No. 13, Attachment 14 with the Texas Department of State Health Services (TDSHS) for \$143,495.00 to fund the Federal Refugee Health Screening Program of the San Antonio Metropolitan Health District (SAMHD) for the period October 1, 2005 through September 30, 2006. A copy of said contract change notice is attached hereto and incorporated herein for all purposes as Attachment II.

SECTION 2. The City Manager or her designee is authorized to execute a subcontract with Catholic Charities Archdiocese of San Antonio, Inc. for \$33,000.00 for the period October 1, 2005 through

September 30, 2006. A copy of said subcontract is attached hereto and incorporated herein for all purposes as Attachment III.

SECTION 3. SAP Fund No. 26016000 entitled "Texas Department of State Health Service", Fund Center 3607460000, Cost Center 3607460002, Internal Order 136000000295 entitled "2005-06 Federal Refugee Health Scrn Prg" is hereby designated for use in accounting for the fiscal transactions of this project and authorized to be revised in accordance with Contract Change Notice No. 13.

SECTION 4. The sum of \$143,495.00 is hereby appropriated in the above-designated fund and the budget set out in Attachment I is approved and adopted for entry on the City books.

SECTION 5. Payments in an aggregate amount not to exceed \$33,000.00 are hereby authorized to be paid to Catholic Charities, Archdiocese of San Antonio, Inc. for services in connection with the Federal Refugee Health Screening Program. These payments will be made from SAP Fund No. 26016000, Cost Center 3607460002, Internal Order 136000000295, SAP GL No. 5201040 Catholic Charities on a cost reimbursement basis.

SECTION 6. Payments in an aggregate amount not to exceed \$13,440.00 are hereby authorized to be paid to various medical practitioners for services needed in connection with the Federal Refugee Health Screening Program. These payments will be made from SAP Fund No. 26016000, Cost Center 3607460002, Internal Order 136000000295, SAP GL No. 5201040 Fees to Professional Contractors on an as needed basis.

SECTION 7. The five (5) personnel positions set out in Attachment I and incorporated herein are authorized for the activity shown thereon.

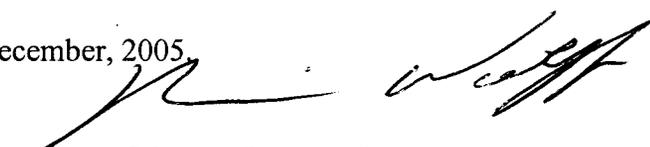
SECTION 8. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, subject to concurrence by the City Manager, or her designee, may correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP internal orders and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

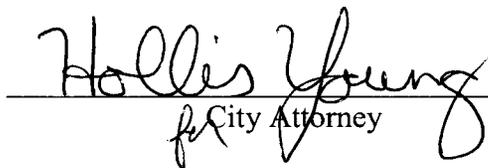
SECTION 9. Should the grant awarded be in an amount other than that budgeted for, or should the grant contain terms and conditions different than those currently existing, acceptance of the grant, budget and corresponding personnel complement will be subject to subsequent City Council ordinance.

SECTION 10. This ordinance shall become effective on and after December 11, 2005.

PASSED AND APPROVED this 1st day of December, 2005.

ATTEST: 
City Clerk


M A Y O R
PHIL HARDBERGER

APPROVED AS TO FORM: 
for City Attorney



DEPARTMENT OF STATE HEALTH SERVICES
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

STATE OF TEXAS

DSHS Document No. 7460020708 2006

COUNTY OF TRAVIS

Contract Change Notice No. 13

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with SAN ANTONIO METROPOLITAN HEALTH DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:
ATT NO. 14 : REFUGEE

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

RECEIVING AGENCY :

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
(Signature of person authorized to sign)

By: _____
(Signature of person authorized to sign)

(Name and Title)

Bob Burnette, Director
Client Services Contracting Unit

(Name and Title)

Date: _____

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	HIV/PREV 0000301959	01/01/05	12/31/05	93.940	232,350.00	0.00	232,350.00
03	STD/HIV 0000302392	01/01/05	12/31/05	93.940 93.977	321,254.00	0.00	321,254.00
04	TB/PC 0000302377	01/01/05	12/31/05	93.116	356,700.00	0.00	356,700.00
05	HIV/SURV 0000303156	01/01/05	12/31/05	93.944	123,869.00	0.00	123,869.00
06	DIAB/CDSP 0000306306	04/01/05	03/29/06	93.988	90,000.00	0.00	90,000.00
07	RLSS/LPHS 0000309916	09/01/05	02/28/06	State	152,888.00	0.00	152,888.00
08	EPI/LEAD 0000307363	07/01/05	06/30/06	93.262	35,520.00	0.00	35,520.00
09	TB/PC 0000309488	09/01/05	08/31/06	State	189,472.00	0.00	189,472.00
10	CPS/BIO-LAB 0000310170	09/01/05	08/31/06	93.283	250,000.00	0.00	250,000.00
11	CPS/BIOTERR 0000310219	09/01/05	08/31/06	93.283	1,918,789.00	0.00	1,918,789.00
12	IMM/LOCALS 0000310324	09/01/05	08/31/06	State	429,812.00	0.00	429,812.00
13	NSS/WIC-CARD 0000311358	10/01/05	09/30/06	10.557	0.00	0.00	0.00
14	REFUGEE 0000311479	10/01/05	09/30/06	93.566	143,495.00	0.00	143,495.00
DSHS Document No.7460020708 2006 Change No. 13				Totals	\$4,244,149.00	\$ 0.00	\$4,244,149.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7460020708-2006
ATTACHMENT NO. 14
PURCHASE ORDER NO. 0000311479

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: INFECTIOUS DISEASE INTERVENTION AND
CONTROL BRANCH

TERM: October 01, 2005 THRU: September 30, 2006

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall provide health screening, assessment, referral services, and follow-up care, as appropriate, for newly arrived official Refugees, including Amerasian Immigrants, Cuban and Haitian Entrants/Parolees, Asylees, and Certified Victims of Trafficking, in their identified and approved service area.

Services provided under this contract Attachment shall be conducted in a manner that takes into account the ethnic and cultural origins of the recipient of the services and with the support of a trained interpreter, if the client does not speak English well.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines and the following:

1. The Immigration and Nationality Act, 8 U.S.C. §§ 152;
2. Chapter 81, Health and Safety Code;
3. Medical Screening Protocol for Newly Arriving Refugees, United States Department of Health and Human Services, Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) State Letter 95-37, November 21, 1995;
4. ORR State Letter 99-17, June 11, 1997, Use of Refugee Medical Assistance (RMA) funds for Vaccinations; and
5. ORR State Letter 04-10, May 28, 2004, Guidelines regarding the use of RMA Health Screening Programs.

Screening services shall be initiated within ninety (90) days of the official Refugee's arrival in the United States, date asylum granted, or other eligibility status certified, and shall include the following activities:

1. Review each official Refugee's medical history, chest x-ray(s), and other medical records as available. Follow-up (evaluation, referral for treatment) of Class A and Class B conditions identified during the overseas medical exam and reported on Form OF-157 "Medical Examination of Applicants for United States Visas" and/or forms DS-2053, DS-3024, DS-3025, and DS-3026;

2. Review immunization status and administration of vaccines, as appropriate;
3. Tuberculosis screening includes the giving and reading of a Mantoux Purified Protein Derivative (PPD) skin test; and appropriate referral for evaluation and follow-up treatment or prophylaxis, if indicated;
4. Parasite examination including collection and laboratory examination of stool specimens, and treatment of identified infections;
5. Physical examination, including heart, lungs, ear, nose and throat (ENT), skin evaluation, eyes-vision, ears-hearing, height, weight, blood pressure, hematocit, nutritional status, gross dental inspection, and development level;
6. Sexually transmitted disease (STD) follow-up for STDs identified on overseas medical examination forms;
7. General assessment of orientation to place, date, time (mental status);
8. Other laboratory services, screening tests, or referrals, when indicated by history, initial assessment, age, sex, or particular refugee subpopulation, per the Medical Screening Protocol, Additional Age Specific Recommendations:
 - a. Complete blood count or red blood count (RBC);
 - b. Lead level, including all children, <16 years old (with provision of or referral of follow-up test after 3-6 months for children <6 years old);
 - c. Malaria smear (thick blood smear);
 - d. Sickle cell;
 - e. Hemoglobin electrophoresis;
 - f. Thalassemia;
 - g. Tay scachs;
 - h. Veneral Disease Research Laboratories (VDRL) quantitative Rapid Plasma Regain (RPR);
 - i. Human immunodeficiency virus (HIV) test;
 - j. Hepatitis B surface antigen, anti-HBs, and/or Hepatitis B panel, as appropriate;
 - k. Pregnancy Human Chorionic Gonadotropin (HCG) test;
 - l. Stool exam for blood (hemoccult);
 - m. Fasting glucose; and
 - n. Cholesterol screening.
9. Nutritional assessment, including all children, with provision of or referral for appropriate nutritional, and supplemental therapy, if indicated; and
10. Cancer information and referral.

Additional screening tests or referrals to primary health services as indicated for:

1. Further evaluation (preferably to a health care facility that will ultimately provide routine care) if any screening tests are significantly abnormal;
2. Referral for routine medical or dental care; and
3. Community/health referrals as appropriate, e.g. social services, mental health, public heath (women, infants, and children (WIC), family planning, children's health, etc.) rehabilitation, etc..

Case Management, to include: Client tracking, necessary transportation, home visits and/or other client contact, trained interpreter support sufficient to carry out screening and follow-up through initial referral appointments.

Other specific screening procedures may be included when identified as appropriate with a particular refugee subpopulation.

RECEIVING AGENCY'S Program will provide PERFORMING AGENCY daily/weekly written notification, which will include a Refugee Health Assessment Form for each official Refugee's arrival in PERFORMING AGENCY'S approved program service area.

Funds provided to PERFORMING AGENCY under this contract Attachment are intended to support and defray costs incurred by local governments in providing health screening services and assessments to officially arriving refugees in their approved program area. Other specifically designated funds from the United States Department of Health and Human Services, Office of Refugee Resettlement Preventive Health Grant, may be used for other refugee screening program related activities such as conference or training, travel, equipment, major supplies, etc.

Costs of assessments and treatments should be first recovered by PERFORMING AGENCY through Medicaid, Early Periodic Screening, Diagnosis and Treatment (EPSD) or the State Child Health Insurance (SCHIP) program(s) whenever possible. All official Refugees are eligible for Medicaid upon arrival.

PERFORMING AGENCY shall maintain financial records that identify the source and application of funds provided.

All activities shall be performed in accordance with PERFORMING AGENCY'S objectives, work plans, and detailed budget as approved by RECEIVING AGENCY'S Program and with RECEIVING AGENCY'S Program guidelines, when published and/or updated.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this contract.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY'S Program, in writing, if it will not continue performance under this contract Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the contract Attachment immediately or within a reasonable period-of-time as determined by RECEIVING AGENCY.

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. RECEIVING AGENCY'S Program will monitor PERFORMING AGENCY'S expenditures on a quarterly basis. If expenditures are below those projected in PERFORMING AGENCY'S total contract amount shown in SECTION III.

BUDGET, PERFORMING AGENCY'S budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment without waiving the enforceability of any of the other terms of the contract. PERFORMING AGENCY shall maintain the documentation used to calculate key outcome performance measures.

1. Return the Refugee Health Assessment Form for 100% of official Refugees arriving or moving to the program service area;
2. Provide health assessments to a minimum of 90% of official Refugees arriving or moving to the program service area and document the health assessment information on the Refugee Health Assessment Form. (Refugee Health Assessment Forms shall be submitted to the RECEIVING AGENCY'S Program as they are completed);
3. Document and report a minimum of 75% of referral outcomes;
4. Complete each Refugee Health Assessment Form and return it to RECEIVING AGENCY'S Program within thirty (30) days of providing screening services;
5. Initiate screening services within ninety (90) days of official Refugees' arrival in the United States, or the date asylum or other eligibility is granted or certified; and
6. Submit biannual reports either electronically or by mail to RECEIVING AGENCY'S Program, which shall include:
 - a. Significant changes in the refugee population;
 - b. Noteworthy achievements and/or major problems in providing screening services in general, or to any specific population group; and
 - c. Medical conditions identified, with referral/treatment outcomes.

Reporting periods for the biannual reports and due dates are as follows:

PERIOD COVERED	DUE DATE
October – March	April 30, 2006
April – September	October 31, 2006

In accordance with the General Provisions, **Reports** Article, failure to submit reports shall be cause for cancellation of the contract.

PERFORMING AGENCY shall provide services to clients who live or receive services in the following area/county(ies): Bexar.

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Confidentiality of Protected Health Information** Article compliance is strictly required.

SECTION III. BUDGET:

PERSONNEL	\$58,500.00
FRINGE BENEFITS	16,500.00
TRAVEL	850.00
EQUIPMENT	0.00
SUPPLIES	27,018.00
CONTRACTUAL	35,450.00
OTHER	0.00
TOTAL DIRECT CHARGES	\$138,318.00
INDIRECT CHARGES	\$5,177.00
TOTAL	\$143,495.00

Total reimbursements will not exceed \$143,495.00.

Financial status reports are due the 30th of January, 30th of April, 30th of July, and the 30th of December.

The indirect cost rate shown above is based upon an indirect cost rate on file at the RECEIVING AGENCY and subject to review by RECEIVING AGENCY fiscal monitors. Indirect charges to this contract may not exceed the amount shown above.

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

7460020708 2006-14

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489

STATE OF TEXAS *

COUNTY OF BEXAR * DELEGATE AGENCY CONTRACT WITH CATHOLIC CHARITIES, ARCHDIOCESE OF SAN ANTONIO, INC.

CITY OF SAN ANTONIO *

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 Interim City Manager pursuant to Ordinance No. _____ dated _____, and the Catholic Charities, Archdiocese of San Antonio, Inc., (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the San Antonio Metropolitan Health Department (SAMHD) 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 City of San Antonio General Fund and/or Grant Fund Operating Budget (hereinafter referred to as "General Fund" and Grant Fund", respectively) for services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of grant funds for a project entitled Federal Refugee Health Screening Program (hereinafter referred to as the "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 Project Description affixed hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on October 1, 2005 and shall terminate on September 30, 2006.

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 Ordinance No. _____. 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 \$33,000.00.

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

The Texas Department of State Health Services (TDSHS)

Consequently, Contractor agrees to comply with the General Provisions of the TDSHS Grant Contracts affixed hereto and incorporated herein for all purposes as Attachment III. In addition, none of the work or services covered by this contract shall be sub-contracted without the prior written consent of the Director of the Managing City Department.

- 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.

IV. PAYMENT

- 4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, 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. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. 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. The Director of the Managing City Department may, in his 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, (b) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final and (c) all payments hereunder made to Contractor not specifically authorized by the Director of the Managing City Department to be advance payments in accordance with the provisions of this paragraph are made on a cost reimbursement basis. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees. In those instances in which advance payments are authorized:
- (A) Funds received from the City by the Contractor in advance for payments to vendors shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that a check is available from the City.
 - (B) The Contractor must deposit City funds in a separate 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 in such separate account, 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 causes the Contractor's account balance to exceed \$100,000.00 shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended.
- 4.2 Contractor agrees that reimbursements of eligible expenses shall be made monthly or bi-weekly, as determined by the Director of the Managing City Department according to standard procedures followed by the City's Finance Department. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.
- 4.3 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Director of the Managing City Department.
- 4.4 The Contractor shall submit to City all final requests for payment no later than forty-five (45) days from the termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such forty-five (45) day period allowing Contractor to submit a request for payment after such forty-five (45) day period.

- 4.5 Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor).
- 4.6 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) records that adequately identify the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, unobligated balances, assets, equity, outlays, and income;
 - (C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain a separate numbered account for all funds received and disbursed through this Contract;
 - (D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;
 - (E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;
 - (F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with the City;
 - (G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and
 - (H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. 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.
- 4.7 Contractor agrees that Contractor costs or earnings claimed under this Contract will not be claimed under another contract or grant from another agency.
- 4.8 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 or projects funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included in the audit that is applicable to the Contractor's Project. 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.
- 4.9 Upon completion or 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/Projects, must immediately, upon receipt, be returned by Contractor to the City.

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

V. PROGRAM INCOME

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:
- (A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or
 - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.
- 5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department does not specify a timeframe for Contractor to return program income to City, then Contractor must return such program income to City no later than thirty (30) days from the date specified in the notice described in Article V, section 5.3 of this Contract when such program income will be generated. 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, 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 **TDSHS**. 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, the party ultimately responsible for all matters of compliance with TDSHS 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, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.
- 6.5 Contractor shall establish and use internal program 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 Managing City Department upon request by the Managing City Department.
- 6.6 Contractor agrees to comply with the following check 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 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 no later than three (3) business days of Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not cashed within sixty (60) days from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate by City, such check may be reissued to the Contractor or if deemed by City not to be a valid expense, such check shall be immediately returned to the City.
- 6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes and/or cell phone calls charged to the City's allocated budget.

VII. AUDIT

- 7.1 If Contractor expends \$250,000.00 or more of City dollars, then during the term of this Contract, the Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. If the amount of funds to be paid to Contractor in Article III, Section 3.1 of this Contract is \$250,000.00 or more, then the Contractor further agrees to provide a line item in its budget for a financial statement audit prepared by an independent certified public accountant. 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. If Contractor expends less than \$250,000.00 of City dollars, then during the term of this Contract, the Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or 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.

In addition, if the Contractor has expended federal funds received through the City that exceed the Single Audit threshold amount in effect during the period of this Contract, 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 A-133 revision).

Contractor understands that all Contractors expending \$500,000.00 or greater of federal funds must comply with the Office of Management and Budget (OMB A-133), or \$500,000.00 or greater of state funds must comply with the State of Texas Single Audit Circular. Federal funds expended include pass-through of federal funds from the City, pass-through of federal funds from other grantors, and direct federal funds. An independent certified public accountant (CPA) must conduct the Single Audit and it must be completed within ninety (90) days after the Contractor's fiscal year ends, and a copy of the report is required to be furnished by Contractor to the Managing City Department within fifteen (15) days after the report is issued. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the Managing City Department by Contractor within fifteen (15) days upon receipt of said report.

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

- 7.2 Contractor understands and agrees that all contractors receiving federal funds are also required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within a period not to exceed one hundred twenty (120) days after the end of contractor's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: govs.fac@census.gov and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1 (800) 253-0606 (toll free.)

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

Federal Audit Clearinghouse
1201 E. 10th Street
Jeffersonville, Indiana 47132

- 7.3 The audited financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through the City and a certification from the Contractor stating whether or not the terms and conditions of the Contract were met.

The City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. The City audit staff, a Certified Public Accounting (CPA) firm, or other auditors as designated by the City, may perform such audit(s). 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 to the auditing entity books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years" or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except there is litigation or if the audit report covering such agreement has not been

accepted, the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, at its sole 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.

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 cashiers check or money order. If Managing City Department elects to deduct such claims from subsequent reimbursements, during such time, the Contractor is forbidden to reduce 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.

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, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.
- 8.2 The Contractor shall submit to the Managing City Department such reports as may be required by **SAMHD**.
- 8.3 Contractor agrees to maintain in confidence all information pertaining to the Project/Projects or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. 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 termination of this Contract, Contractor shall return to City all copies of materials related to the Project/Projects, 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 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/Projects shall be and remain the sole and exclusive proprietary property of City. The Project/Projects shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project/Projects 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/Projects and the tangible and intangible property rights relating to or arising out of the Project/Projects, 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/Projects 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/Projects, including without limitation, any letters patent, copyright, or other protection relating to the Project/Projects, 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 thirty (30) days from the 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/the Projects.

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 Contractors board will become part of the Contractors project records and as such, must be available to City staff, upon request, provided however, the Contractor's shall submit to the City minutes of board meetings that are approved by the Contractor's Board on a quarterly basis for contracts with the City that are in an amount of \$1,000,000.00 or greater.
- (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 an original completed Certificate(s) of Insurance to the Managing City Department and City Clerk's Office. Said Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The Certificate will identify this Contract by name or reference this Contract. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and shall be mailed, transmitted or conveyed directly from the agent to the City. The City shall have no duty to pay or perform under this Contract until such certificate shall have been properly delivered to the Managing City Department and the City Clerk's Office. No officer or employee of the City shall have authority to waive this requirement. If the City in its sole discretion determines that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit. In such an event, Contractor shall pay for such audit.
- (B) The City reserves the right to review the insurance requirements of this Article before or during the effective period of the Contract and any extension or renewal hereof and to reasonably require modification or amendment to the insurance coverages, limits and endorsements attached thereto, when deemed necessary and prudent by the City's Risk Manager. Such modifications or amendments will be made solely for the purpose of addressing changes in statutory law, court decisions, or circumstances surrounding this Contract.
- (C) Contractor's financial integrity is of interest to City. Contractor shall have the right to maintain reasonable deductibles in such amounts as are approved by 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, by companies authorized and admitted to do business in the State of Texas and rated B- or better by A.M. Best Company and/or otherwise approved by City's Risk Manager in the following types and amounts:

TYPE	AMOUNTS
1. Workers' Compensation ** Employers' Liability **	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General (public) 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. Explosion, collapse, underground *g. Broad form property damage, to include fire legal liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
* If Applicable	
** Alternate Plans Must Be Approved by Risk Management	

(D) The City shall be entitled, upon request and without expense, to review copies of any and all policies, including current and past declaration pages, schedules and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for 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). Upon such request by the City, the Contractor shall exercise every reasonable effort to accomplish such changes in policy coverages, and shall pay the cost thereof.

(E) Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following provisions:

- Name the City and its officers, employees, volunteers and elected representatives as additional insureds 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;
- The Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under the Contract with the City of San Antonio.
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

(F) Contractor shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of San Antonio
San Antonio Metropolitan Health District
332 W. Commerce, Suite 307
San Antonio, Texas 78205

City of San Antonio
City Clerk's Office
City Hall-Second Floor
P.O. Box 839966
San Antonio, Texas 78283-3966

- (G) If Contractor fails to maintain the insurance required under this Contract, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under this Contract. Procuring of said insurance by the City, however, is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsements. 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.

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 or its subcontractors' performance of the work covered under this Contract.

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

- (A) Contractor covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or 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 performance of the rights or duties under this Contract, all without however, waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY 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 promptly advise the City in writing 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 and shall see to the investigation of and defense of such claim or demand at Contractor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.
- (B) It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this Article is an INDEMNITY extended by Contractor to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the City's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this Article SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. Contractor further AGREES TO DEFEND, AT ITS

OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

11.1 Contractor agrees to comply with the following Small, Minority or Woman-owned Business Advocacy Policy:

- (A) Contractor is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Contractor agrees that Contractor will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. Contractor further agrees that Contractor will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small, Minority or Woman-owned Business Advocacy Policy and City's Equal Opportunity Affirmative Action policy, these policies being available in City's Department of Economic Development, and the City Clerk's Office.
- (B) If the amount of funds to be paid to Contractor in Article III., section 3.1 of this Contract is for \$200,000.00 or more, then the Contractor agrees to submit to the City a Good Faith Effort Plan ("GFEP") indicating Contractor's utilization of Small, Minority and Woman-owned Business Enterprises no later than fifteen (15) days from the date of execution of this Contract. If City approves the GFEP, and the City subsequently finds material deficiencies in any aspect of the GFEP, Contractor will be required to submit a written report to City's Department of Economic Development. The Contractor will also be required to submit a supplemental Good Faith Effort Plan indicating efforts to resolve any deficiencies. A denied Supplemental Good Faith Effort Plan, by the City's Department of Economic Development, will constitute failure to satisfactorily resolve any deficiencies by the Contractor. Failure to obtain an approved Supplemental Good Faith Effort Plan, within ninety (90) days of initial denial shall constitute a default and result in penalty on the Contractor of \$1,000.00 per day as liquidated damages for the default until all deficiencies are resolved. Failure to cure all deficiencies within another ninety (90) days of the date the penalty is initially assessed constitute a further (additional) condition of default by the Contractor and which can, at the option of the Director of the Managing City Department, result in forfeiture of the entirety of this Contract.

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/slrn/recordspubs/gr.html>
- Government Code Chapter 552 pertaining to Texas Public Information Act found at
- 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.capitol.state.tx.us/statutes/go/go005520toc.html>

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 Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- Title VII of the Civil Rights Act of 1964, as amended;
- (A) Section 504 of the Rehabilitation Act of 1973, as amended;
- (B) The Age Discrimination Act of 1975, as amended;
- (C) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (D) Fair Labor Standards Act of 1938, as amended;
- (E) Equal Pay Act of 1963, P.L. 88-38; and
- (F) 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 Contractor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.

- 12.8 All expenditures by the Contractor or any of its subcontractors exceeding \$25,000.00 must be pre-approved in writing by the Managing City Department. Furthermore, 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 including all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code which include groups of separate, sequential or component purchases, as such terms are defined in Section 252.001 of the Texas Local Government Code, exceeding a total cost of \$3,000.00 set forth in this section.
- 12.9 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T.

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 the Charter of the City of San Antonio and its Ethics Code prohibit a City Officer or employee, as those terms are defined in 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 individuals or entities is 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 this business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 13.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

- 13.7 Contractor shall develop an ethics policy with implementation procedures and submit said policy to the Managing City Department no later than thirty (30) days from the execution date of this Contract.

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 this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days 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 or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days 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 thirty (30) days 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 At the termination of this Contract, all unclaimed (i.e., thirty (30) days or older) salaries or wages must be returned to City in the following form:
(A) a cashier's check for the aggregate amount made payable to the City of San Antonio; and
(B) a listing showing the Social Security number, full name, last known complete address and the amount for each person involved.

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, 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, 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, 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 with a statement of the above prohibitions and have each 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, salaries paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved, or the appropriate member of the Contractor's personnel is terminated.

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 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 City, 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.

- 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, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. 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.
- 16.8 Upon termination of a non-vested participating employee of Contractor, all contributions made to such employee's pension fund paid for with City funds, and investment earnings from said fund that are derived from City funds, ("Annuity funds") less reasonable insurance company administrative costs, not refunded to the terminating employee, shall be used to reduce the City's monetary obligations under this Contract to the Contractor, to the fullest extent permitted or required by applicable law. Upon termination of the Contract, if the monetary obligations under this Contract to the Contractor is less than the amount of Annuity funds, then Contractor shall pay City the balance of such funds from funds other than the ones associated with this Contract.

XVII. ADVERSARIAL PROCEEDINGS

- 17.1 Contractor agrees to comply with the following special provisions:
- (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and
 - (B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

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

XIX. EQUIPMENT

- 19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's termination, for

whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with 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 City 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.
- 19.5 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.
- 19.6 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.
- 19.7 The Contractor shall provide an annual inventory of assets to the Managing City Department. Contractor shall report to the Managing City Department any changes monthly including destruction, theft, disappearance, etc.

XX. TRAVEL

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

- (A) Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas

Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record in the vehicle. Mileage records are subject to spot-checks by City auditors and monitors. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.

- (B) Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted travel for business in connection with this Contract, under the City's allocated budget for out-of-town travel, Contractor shall 1) obtain prior approval of such costs from the City, 2) provide City with detailed documentation of such business travel expense(s), 3) ensure that any and all costs associated with out-of-town travel shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Commission, 4) purchase all business travel at the lowest available economy class rates and shall document such and 5) 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.

XXIII. ASSIGNMENT

- 23.1 Contractor shall not assign or 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 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 Contract funding during the term of this Contract shall not exceed the foregoing amount;
 - B. modifications to **Project Description** set forth in Attachment I hereto, so long as the terms of the amendment stay within the parameters set forth in the City's contract with TDSHS, which is set forth in Attachment IV hereto;
 - C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (Attachment II) of this Contract;
 - 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.

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 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.

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 mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

San Antonio Metropolitan Health District
ATTN: Director of Health
332 W. Commerce, Suite 307
San Antonio, Texas 78205

Contractor:

Catholic Charities, Archdiocese of San Antonio, Inc.
ATTN: Executive Director
1405 N. Main Avenue, Suite 222
San Antonio, Texas 78212-4351

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. 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.

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 non-profit entity with a current Internal Revenue Code section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in the 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 said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXXI. INDEPENDENT CONTRACTOR

- 31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, 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. ENTIRE CONTRACT

- 33.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

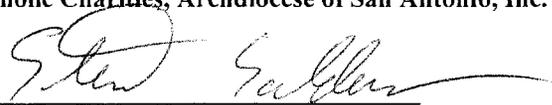
In witness of which this Contract has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

Frances A. Gonzalez
Assistant City Manager

CONTRACTING AGENCY:

Catholic Charities, Archdiocese of San Antonio, Inc.



Steve Saldana
Executive Director

ATTEST:

Leticia M. Vacek
City Clerk

Date

APPROVED AS TO FORM:

Michael D. Bernard
City Attorney

ATTACHMENTS:

- Attachment I: Project Description
- Attachment II: Project Budget
- Attachment III: General Provisions for the Texas Department of State Health Services Subrecipient Grant Contracts
- Attachment IV: Texas Department of State Health Services Contract 7460020708 2006 Contract Change Notice No. 13, Attachment No. 14

ATTACHMENT I

PROJECT DESCRIPTION

The Refugee Grant Program provides health assessments to people with U.S. Citizenship and Immigration Service (USCIS) refugee status who reside in Bexar County. The health assessment includes physical examinations, immunizations and screenings for tuberculosis. Catholic Charities, Archdiocese of San Antonio, Inc. is responsible for transportation to and from medical and dental appointments, and provides interpretation and translation services at these appointments. The grant will support approximately ninety (90) refugees from October 1, 2005 through September 30, 2006. Service provided to additional refugees will be reimbursed by the Texas Department of State Health Services.

ATTACHMENT II
PROJECT BUDGET

Catholic Charities, Archdiocese of San Antonio, Inc.
Budget Period: October 1, 2005 through September 30, 2006

Interpreter	FTE	
Refugee referral, communication, transportation for medical services	0.75	\$21,550
Fringe Benefits 25% of salary		5,385
Travel		
Local travel to transport refugees for health screening and referrals		3,400
Supplies		
Office Supplies		500
Other		
Telephone, communications, postage, printing		800
Indirect Costs		
Bookkeeping costs, copier maintenance, other administrative		1,365
	Total	\$33,000

**GENERAL PROVISIONS FOR
DEPARTMENT OF STATE HEALTH SERVICES SUBRECIPIENT GRANT CONTRACTS**

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Paper Publications Number: 29-11834, Revised June 2004

**GENERAL PROVISIONS FOR
DEPARTMENT OF STATE HEALTH SERVICES SUBRECIPIENT GRANT CONTRACTS**

ARTICLE 1. Preamble

PERFORMING AGENCY and RECEIVING AGENCY (the parties) agree to make and enter into this grant contract (contract), to faithfully perform the duties prescribed by this contract, and to uphold and abide by its terms and provisions. This contract consists of:

- RECEIVING and PERFORMING AGENCY identifying data,
- Details of Attachment(s),
- authorized signatures,
- General Provisions, and
- Attachment(s).

Attachments may include the following elements as applicable:

- detailed Scope(s) of Work,
- Special Provisions,
- budget(s), and
- exhibit(s).

This contract represents the complete and entire understanding and agreement of the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract. The terms "shall" and "will" are used interchangeably in this contract.

The person or persons signing and executing this contract on behalf of PERFORMING AGENCY, or representing themselves as signing and executing this contract on behalf of PERFORMING AGENCY, warrant and guarantee that he, she, or they have been duly authorized by PERFORMING AGENCY to execute this contract for PERFORMING AGENCY and to validly and legally bind PERFORMING AGENCY to all of its terms, performances, and provisions.

PERFORMING AGENCY assures compliance with this contract, including these General Provisions unless otherwise specified in any Special Provisions of the Attachment(s) to this document. If these General Provisions are revised or replaced during the term of this contract and PERFORMING AGENCY does not consent to comply with the modified General Provisions, PERFORMING AGENCY may exercise its termination options in accordance with the General Provisions, Termination Article.

ARTICLE 2. Term

The term (time period) of this contract shall be governed by the term(s) of the Attachment(s). No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the term. The term may be renewed, extended or shortened by amendment(s).

ARTICLE 3. Funding

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply.

ARTICLE 4. Amendments

Amendments to this contract must be in writing and signed by individuals with authority to bind the parties.

Uniform Grants Management Standards and RECEIVING AGENCY procedures authorize limited changes to a contract attachment with prior written approval from RECEIVING AGENCY. PERFORMING AGENCY must submit request in format prescribed by RECEIVING AGENCY Program. RECEIVING AGENCY will consider the request and document approval or disapproval in writing. PERFORMING AGENCY is responsible for ensuring that any modification to a contract Attachment becomes a part of the contract file.

RECEIVING AGENCY may not waive any term, covenant, or condition of this contract unless by amendment executed in compliance with this Article. PERFORMING AGENCY shall not perform and RECEIVING AGENCY will not pay for the performance of different or additional services, work, or products except pursuant to an amendment that is executed in compliance with this Article.

PERFORMING AGENCY shall plan expenditures so that any necessary budget revisions or amendments are executed no later than ninety (90) days prior to the expiration of the Attachment term. PERFORMING AGENCY shall provide a written justification for any budget revisions and/or amendments. If a budget revision or amendment is requested during the last quarter of the Attachment term, the written justification shall include a reason for the delay. Revision or amendment requests may be granted at the discretion of RECEIVING AGENCY.

ARTICLE 5. Applicable Laws and Standards

This contract shall be interpreted under and in accordance with the laws of the State of Texas and enabling state rules. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this contract. PERFORMING AGENCY agrees to comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the Uniform Grant Management Standards (UGMS) as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office. UGMA is located on the Internet at <http://www.capitol.state.tx.us/statutes/statutes.html>; the UGMS are located on the Internet at <http://www.governor.state.tx.us/stategrants/>.

PERFORMING AGENCY shall not use funds granted under this contract to pay any person for influencing or attempting to influence an officer or employee of any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352, as amended, and UGMS). If at any time this contract exceeds \$100,000 of federal funds, PERFORMING AGENCY shall file with RECEIVING AGENCY a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of PERFORMING AGENCY in connection with that contract or grant, a certification that none of the funds provided by RECEIVING AGENCY have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom PERFORMING AGENCY has an agreement. PERFORMING AGENCY shall require any person who requests or receives a subgrant or subcontract to file the same declaration, certification and disclosure with RECEIVING AGENCY. PERFORMING AGENCY shall file the declaration, certification, and disclosure at the time of application for the contract or grant; upon execution of a contract or grant unless PERFORMING AGENCY

previously filed a declaration, certification or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification or disclosure previously filed. RECEIVING AGENCY will supply the certification form to PERFORMING AGENCY upon request.

ARTICLE 6. Debarment and Suspension

PERFORMING AGENCY certifies by execution of this contract to the following:

- It is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, Feb. 18, 1986, 51 Fed. Reg. 6370;
- Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency; and,
- It is not subject to an outstanding judgment in a suit against PERFORMING AGENCY for collection of the balance of a debt.

Where PERFORMING AGENCY is unable to certify to any of the statements in this Article, PERFORMING AGENCY shall attach an explanation. If PERFORMING AGENCY'S status with respect to the items certified above changes during the contract term, PERFORMING AGENCY shall notify RECEIVING AGENCY immediately.

PERFORMING AGENCY shall not contract with a subrecipient nor procure goods or services from a subcontractor, at any tier, which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

ARTICLE 7. Assurances

PERFORMING AGENCY shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

To the extent such provisions are applicable to PERFORMING AGENCY, PERFORMING AGENCY agrees to fully comply with the following:

- Title VI of the Civil Rights Act of 1964, 42 USC §§2000d *et seq.*, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin, and includes the provision for effective communication and equal access to programs, services and activities to persons with Limited English Proficiency (LEP);
- Title IX of the Education Amendments of 1972, 20 USC §§1681-1683, and 1685-1686, as amended, which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, 29 USC §794(a), which prohibits discrimination on the basis of disabilities and the Americans with Disabilities Act of 1990, 42 USC §§12101 *et seq.*, including the provision for effective communication and equal access to programs, services and activities to persons with sensory and speech impairments;
- The Age Discrimination Act of 1975, 42 USC §§6101-6107, as amended, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, 21 USC §§1101 *et seq.*, as amended, relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC §290dd (b)(1), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- Public Health Service Act of 1912, §§523 and 527, 42 USC §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act of 1968, 42 USC §3601 *et seq.*, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- The requirements of any other nondiscrimination statute(s); and

Collectively, such requirements obligate RECEIVING AGENCY to provide services without discrimination on the basis of race, color, national origin, religion, age, sex or disability. PERFORMING AGENCY shall carry out the terms of this contract in a manner which will assist RECEIVING AGENCY in complying with such obligations to the fullest extent of PERFORMING AGENCY'S ability.

PERFORMING AGENCY agrees to comply with all or part of the following, as applicable:

- A. Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.
- B. Immigration Reform and Control Act of 1986, 8 USC §1324a, as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this contract.
- C. Pro-Children Act of 1994, 20 USC §§6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.
- D. The National Research Service Award Act of 1971, 42 USC §§289a-1 *et seq.*, as amended, and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding the protection of human subjects involved in research, development, and related activities supported by any applicable award of federal assistance, as implemented by 45 CFR Part 46, Protection of Human Subjects.
- E. The Clinical Laboratory Improvement Amendments of 1988, 42 USC §263a, as amended, which establish federal requirements for the regulation and certification of clinical laboratories.
- F. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR §1910.1030, which set safety standards for those workers and facilities in the private sector who may handle blood borne pathogens, or Title 25 Texas Administrative Code (TAC), Chapter 96, which affects facilities in the public sector.
- G. Laboratory Animal Welfare Act of 1966, 7 USC §§2131 *et seq.* (P.L. 89-544), as amended, pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
- H. Texas Government Code, Chapter 469, as amended, pertaining to standards which eliminate architectural barriers for persons with disabilities.
- I. Health and Safety Code, Chapter 165, relating to the rights of mothers to breast-feed and the promotion of breast-feeding. RECEIVING AGENCY will support PERFORMING AGENCY in complying by providing promotional material and information that encourages breast-feeding to program participants who are pregnant women or mothers with infants. Promotional material may be requested from RECEIVING AGENCY by calling (512) 458-7796.

J. Environmental standards pursuant to the following:

- (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality."
 - (2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans."
 - (3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961.
 - (4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951.
 - (5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§1451 *et seq.*, as amended.
 - (6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§7401 *et seq.*
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§300f-300j, as amended.
 - (8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§1531 *et seq.*, as amended.
- K. The Hatch Political Activity Act, 5 USC §§7321-26, which limits the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
- L. The Fair Labor Standards Act, 29 USC §§201 *et seq.*, and the Intergovernmental Personnel Act of 1970, 42 USC §§4701 *et seq.*, as applicable, concerning minimum wage and maximum hours.
- M. General Appropriations Act, Regular Session, 78th Legislature, 2003, Article §9-6.13, page IX-35, "Limitation on Grants to Units of Local Government." For the purpose of §9-6.13, "unit of local government" shall mean a council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code; a local workforce development board; or an MHMR community center.
- N. Texas Government Code, Chapter 573, relating to nepotism.
- O. Texas Government Code, Chapter 552, relating to open records and public information.
- P. Texas Government Code, Chapter 551, relating to open meetings.
- Q. Texas Occupations Code, Chapter 1701, as amended, and all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, as amended, relating to regulated law enforcement agencies.

PERFORMING AGENCY shall ensure that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and shall notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (Executive Order 11738).

PERFORMING AGENCY shall comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §§4001-4003, as amended. Section 102(a) requires the purchase of flood insurance in communities where the insurance is available as a condition for the receipt of any federal financial

assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the U. S. Department of Housing and Urban Development as an area having special flood hazards.

If PERFORMING AGENCY provides medical, dental, psychological or surgical treatment to a minor under this contract, either directly or through contracts with subrecipients, the treatment of a minor shall be provided only if consent to treatment is obtained pursuant to Chapter 32 of the Texas Family Code relating to consent to treatment of a child by a non-parent or child. If requirements of federal law relating to consent directly conflict with Chapter 32 of the Family Code, federal law shall supersede state law.

If PERFORMING AGENCY provides immunizations, PERFORMING AGENCY shall comply with all immunization reporting guidelines and requirements set forth in the Health and Safety Code, Chapter 161, Subchapter A. This requirement shall also apply to subrecipients or subcontractors of PERFORMING AGENCY, if any.

PERFORMING AGENCY shall comply with the requirements of the Texas Workers' Compensation Act, Labor Code, Chapters 401-406, and rules promulgated thereunder found at 28 Texas Administrative Code (TAC), Part 2, which cover compensation for employees' injuries.

When incorporated into an Attachment, standard assurances contained in the application package, if any, become terms or conditions for receipt of RECEIVING AGENCY funds. PERFORMING AGENCY and its subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

PERFORMING AGENCY shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

PERFORMING AGENCY assures it shall not transfer, assign or sell its interest in this contract, or in any equipment purchased with funds from this contract, without the written consent of RECEIVING AGENCY.

ARTICLE 8. Child Abuse Reporting Requirements

[PERFORMING AGENCY is required to comply with this article only as related to services provided under the following Attachments: Human Immunodeficiency Virus and Sexually Transmitted Diseases (all direct client care services for HIV and other sexually transmitted diseases funded under the Ryan White CARE Act Title II or general revenue), Title V Family Planning (ACFH/FEE-FP, Title X Family Planning (BWH/TITLE X), Title XX Family Planning (BWH/TTLXX), Primary Health Care (ACFH/PHC), Title V Maternal and Child Health (ACFH/FEE), Special Supplemental Nutrition Program for Women, Infants, and Children (BNS/WIC-CARD, and the Services Delivery Integration project (SDI/FFS).] PERFORMING AGENCY and each of its subrecipients shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Chapter 261 of the Texas Family Code relating to investigations of reports of child abuse and neglect. PERFORMING AGENCY and each of its subrecipients shall develop, implement and enforce a written policy that includes at a minimum the TDH Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. PERFORMING AGENCY and its subrecipients shall use the Checklist for TDH Monitoring as required by RECEIVING AGENCY. (The policy and checklist are available at each of the above-referenced programs' websites.)

ARTICLE 9. Intellectual Property

Texas Health and Safety Code §12.020, as amended, authorizes RECEIVING AGENCY to protect intellectual property developed as a result of this contract.

“Intellectual property” means created property that may be protected under copyright, patent, or trademark/service mark law.

“Work made for hire” is a copyrightable work prepared for RECEIVING AGENCY use, or a work specially ordered or commissioned through a contract for RECEIVING AGENCY use. RECEIVING AGENCY owns works made for hire unless it agrees otherwise by contract.

If federal or state funds are used to finance activities supported by this Contract that result in the production of original material, the federal or state awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal or state government purposes (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a PERFORMING AGENCY or its subrecipient purchases ownership with grant support. PERFORMING AGENCY shall place an acknowledgment of federal or state awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that “This publication was made possible by grant number _____ from (federal or state awarding agency)” or “The project described was supported by grant number _____ from (federal or state awarding agency)” and “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal or state awarding agency).”

In the event the terms of a federal or state grant award the copyright to PERFORMING AGENCY, RECEIVING AGENCY reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for RECEIVING AGENCY, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a PERFORMING AGENCY purchases ownership with grant support.

If the results of the contract performance are subject to copyright law, the PERFORMING AGENCY cannot publish those results without prior review and approval of RECEIVING AGENCY.

ARTICLE 10. Historically Underutilized Businesses

If PERFORMING AGENCY subcontracts a portion of this contract, PERFORMING AGENCY agrees to make a good faith effort to subcontract with HUBs during the performance of its contract Attachment(s) with RECEIVING AGENCY and will report HUB subcontract activity on a quarterly basis to RECEIVING AGENCY.

ARTICLE 11. Conflict of Interest

PERFORMING AGENCY does not have nor will it acquire any interest that would conflict in any manner with the performance of its obligations under this contract. Potential conflicts of interest include an existing business or personal relationship between PERFORMING AGENCY, its principal, or any affiliate or subrecipient with RECEIVING AGENCY, its board members, officers or employees, or any other entity or person involved in any way in any project that is the subject of this contract.

ARTICLE 12. Certification of Software, Hardware, Firmware and Micro Code Products

PERFORMING AGENCY certifies that any supplied or supported software, hardware, firmware, and micro code products used individually or together as a system to comply with RECEIVING AGENCY contract requirements shall

operate "accurately" in the manner in which they were intended when given a "valid date" containing century, year, month, and day.

For purposes of this Article, "supplied or supported software, hardware, firmware, and micro code products" does not include software supported by RECEIVING AGENCY or an agency of the federal government.

PERFORMING AGENCY is responsible for installing and implementing any versions of any software provided by RECEIVING AGENCY or an agency of the federal government which is used in performance of this contract.

For purposes of this Article,

- A) "accurately" is defined to include the following:
 - 1) calculations shall be correctly performed using four-digit year processing;
 - 2) functionality-on-line, batch including entry, inquiry, maintenance and updates shall support four-digit year processing;
 - 3) interfaces and reports shall support four-digit year processing;
 - 4) processing with a four-digit year shall occur without human intervention;
 - 5) correct results in forward and backward date calculation spanning century boundaries shall be provided;
 - 6) correct leap year calculations shall be performed; and,
 - 7) processing correct results in forward and backward date calculation spanning century boundaries shall occur;
- B) "date integrity" shall mean all manipulations of time-related data (dates, durations, days of week, etc.) shall produce desired results for all valid date values within the application domain;
- C) "explicit century" shall mean date elements in interfaces and data storage permit specifying century to eliminate date ambiguity;
- D) "extraordinary actions" shall be defined to mean any action outside the normal documented processing steps identified in the product's reference documentation;
- E) "general integrity" shall mean no value for current date will cause interruptions in desired operation;
- F) "implicit century" shall mean for any data element without century, the correct century is unambiguous for all manipulations involving that document;
- G) "product" or "products" shall be defined to include, but is not limited to, any supplied or supported hardware, software, firmware and/or micro code;
- H) "valid date" shall contain a two-digit month, a two-digit day and a four-digit year.

PERFORMING AGENCY and its subrecipient(s) shall obtain a warranty from any vendor/licensor from which it obtains product(s), that product(s) delivered and installed under the contract/license shall accurately process valid date data when used in accordance with the product documentation provided by the contractor/licensor and require no extraordinary actions on the part of PERFORMING AGENCY, its personnel, or its subrecipient(s). Products under the contract/license shall possess general integrity, date integrity, explicit and implicit century capabilities. If the contract/license requires that specific products shall perform as a system in accordance with the foregoing warranty, then the warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to PERFORMING AGENCY or its subrecipient(s) for breach of the warranty shall be defined in, and subject to, the terms and conditions of the contractor's standard commercial warranty or warranties contained in the

contract/license; provided, that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to PERFORMING AGENCY or its subrecipient(s) shall include repair or replacement of any supplied product if its noncompliance is discovered and made known to the contractor/licensor in writing within ninety (90) days after final acceptance. Nothing in the warranty shall be considered to limit any rights or remedies PERFORMING AGENCY or its subrecipient(s) may otherwise have under the contract/license.

RECEIVING AGENCY will not hold PERFORMING AGENCY responsible if the information coming to PERFORMING AGENCY'S product/software from RECEIVING AGENCY is inaccurate or corrupt.

ARTICLE 13. Standards for Financial and Programmatic Management

PERFORMING AGENCY shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in RECEIVING AGENCY'S Financial Administrative Procedures Manual (documents available at http://www.tdh.state.tx.us/grants/form_doc.htm). Those requirements shall include at a minimum:

- A. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- B. Financial management systems including accurate, correct, and complete accounting records, that identify the source and application of funds provided under each Attachment, and that support the information contained in required financial reports; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allowableness, and allocability of costs; and timely and appropriate audits and resolution of any findings; and,
- C. Billing and collection policies, including a fee schedule, a system for discounting or adjusting charges based on a person's income and family size, and a mechanism capable of billing and making reasonable efforts to collect from patients and third parties.

PERFORMING AGENCY shall bill all third party payers for services provided under the Attachment(s) before submitting any request for reimbursement to RECEIVING AGENCY. A third party payer is any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources. Third party billing functions shall be provided by PERFORMING AGENCY at no cost to the client. PERFORMING AGENCY or its subrecipient shall become a Medicaid provider if performing approved Texas Medicaid services authorized by the Attachment(s).

PERFORMING AGENCY and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from RECEIVING AGENCY; compliance with RECEIVING AGENCY rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and RECEIVING AGENCY'S monitoring processes. Ignorance of any contract provisions or other requirements contained or referenced in this contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

ARTICLE 14. Bonding

PERFORMING AGENCY is required to carry a fidelity bond, insurance coverage or self-insurance equal to the amount of funding provided under the contract Attachment(s) up to \$100,000 that covers each employee of PERFORMING AGENCY handling funds under this contract, including person(s) authorizing payment of such funds. The fidelity bond, insurance, or self-insurance shall provide for indemnification of losses occasioned by: 1)

any fraudulent or dishonest act or acts committed by any of PERFORMING AGENCY'S employees, either individually or in concert with others, and/or 2) failure of PERFORMING AGENCY or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

ARTICLE 15. Funding Participation Requirement

PERFORMING AGENCY agrees funds provided through this contract shall not be used for matching purposes in securing other funding unless directed or approved by RECEIVING AGENCY.

ARTICLE 16. Allowable Costs and Audit Requirements

Only those costs allowable under UGMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

Applicable Cost Principles*	Audit Requirements*	Administrative Requirements*
OMB Circular A-87, State, Local and Tribal Governments	OMB Circular A-133 and UGMS	UGMS

The OMB circulars cited above shall be applied with the modifications prescribed by UGMS.

PERFORMING AGENCY or the AUTHORIZED CONTRACTING ENTITY shall arrange for a financial and compliance audit (Single Audit) if required by OMB Circular A-133 and/or UGMS, Part IV, "State of Texas Single Audit Circular." The audit shall be of PERFORMING AGENCY'S or the AUTHORIZED CONTRACTING ENTITY's fiscal year. The audit shall be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. PERFORMING AGENCY shall procure audit services in compliance with state procurement procedures, as well as with the provisions of UGMS.

If PERFORMING AGENCY is not required to have a Single Audit, a limited scope audit may be required. RECEIVING AGENCY will provide PERFORMING AGENCY with written audit requirements if a limited scope audit is required.

Within thirty (30) days of receipt of the audit reports required by this section, PERFORMING AGENCY/AUTHORIZED CONTRACTING ENTITY shall submit a copy to Health and Human Services Commission (HHSC), OIG Single Audit at the following address:

Health and Human Services Commission
 Attention: Single Audit OIG
 Mailcode H-954
 1100 West 47th Street
 Austin, Texas 78756-3199

ARTICLE 17. Terms and Conditions of Payment

For services satisfactorily performed pursuant to this contract, RECEIVING AGENCY will reimburse PERFORMING AGENCY for allowable costs. Reimbursements are contingent on a signed contract and will not exceed the total of each Attachment(s). PERFORMING AGENCY is entitled to payment only if the service, work, and/or product has been authorized and satisfactorily performed. If those conditions are met, RECEIVING AGENCY will make payment in accordance with the Texas prompt payment law (Texas Government Code, Chapter 2251).

PERFORMING AGENCY is entitled to exercise remedies for nonpayment in accordance with Texas Government Code, Chapter 2251, Subchapter D.

PERFORMING AGENCY shall have incurred a cost within the applicable Attachment term to be eligible for reimbursement under this contract and prior to claiming reimbursement. PERFORMING AGENCY shall submit requests for reimbursement on a State of Texas Purchase Voucher (TDH Form B-13) or any other form designated by RECEIVING AGENCY monthly within thirty (30) days following the end of the month covered by the bill. PERFORMING AGENCY shall submit a reimbursement request as a final close-out bill not later than ninety (90) days following the end of the applicable Attachment term(s) for goods received and services rendered during the Attachment term. Reimbursement requests received in RECEIVING AGENCY'S offices more than ninety (90) days following the end of the applicable Attachment term will not be paid. If necessary to meet this deadline, PERFORMING AGENCY may submit reimbursement request by facsimile transmission. Consideration of requests for an exception will be made on a case-by-case basis and only for an extenuating circumstance such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations, or causes damage or destruction of the place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the RECEIVING AGENCY Program sponsoring the Attachment.

PERFORMING AGENCY shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including advance payments from RECEIVING AGENCY.

Funding from this contract may not be used to supplant [i.e., use in place of funds dedicated, appropriated or expended for activities funded through the Attachment(s)] state or local funds, but PERFORMING AGENCY shall use the funds from this contract to increase state or local funds currently available for a particular activity. PERFORMING AGENCY shall make a good faith effort to maintain its current level of support. PERFORMING AGENCY may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under the Attachment(s).

RECEIVING AGENCY shall determine whether costs submitted by PERFORMING AGENCY are allowable and reimbursable. If RECEIVING AGENCY has paid funds to PERFORMING AGENCY for unallowable or ineligible costs, PERFORMING AGENCY shall return the funds to RECEIVING AGENCY within thirty (30) days of written notice.

RECEIVING AGENCY may withhold all or part of any payments to PERFORMING AGENCY to offset reimbursement for any ineligible expenditures that PERFORMING AGENCY has not refunded to RECEIVING AGENCY, or if financial status report(s) required under the Reports Article are not submitted by the date(s) due. RECEIVING AGENCY may take repayment from funds available under any Attachment, active or expired, in amounts necessary to fulfill PERFORMING AGENCY repayment obligations.

ARTICLE 18. Advance Payments

PERFORMING AGENCY may request a one-time advance for each Attachment only to meet immediate need for cash disbursement. PERFORMING AGENCY shall make the request on a State of Texas Purchase Voucher, accompanied by written justification and supporting documentation as specified in RECEIVING AGENCY'S Financial Administrative Procedures Manual. The advance shall be requested at the beginning of the applicable Attachment period or at a later time in the applicable Attachment period if circumstances so warrant. Approval of the request for advance will be at the discretion of RECEIVING AGENCY. If the request is approved, the voucher will be processed; if disapproved, RECEIVING AGENCY will provide written notification to PERFORMING AGENCY.

RECEIVING AGENCY will determine the amount of the advance, if any, by the amount and term of the applicable Attachment(s). For each Attachment, the amount of the advance shall not exceed the amount of the Attachment divided by the number of months covered by the Attachment multiplied by two (2). Advance funds shall be expended during the applicable Attachment term; any unexpended funds must be refunded to RECEIVING AGENCY.

If the Attachment is amended to increase or decrease the total amount of funding, RECEIVING AGENCY may adjust the amount of allowable advance in accordance with the above formula. If PERFORMING AGENCY is requesting an upward adjustment, PERFORMING AGENCY shall submit a written justification and State of Texas Purchase Voucher in the amount necessary to correct the ratio. If the adjustment is downward, RECEIVING AGENCY will determine the amount of adjustment to the advance and the method of repayment.

ARTICLE 19. Program Income

PERFORMING AGENCY may, but if a local health department shall, develop a fee-for-service system and a schedule of fees for personal health services in accordance with the provisions of Health and Safety Code §12.031; the Texas Board of Health rules covering Fees for Clinical Health Services, 25 TAC §1.91; and other applicable laws. No patient may be denied a service due to inability to pay.

All revenues directly generated by an Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. Program income will be used by PERFORMING AGENCY to further the program objectives of the state/federal statute under which the Attachment(s) was/were made, and it shall be spent on the same project in which it was generated. PERFORMING AGENCY shall identify and report this income utilizing the forms and time frames specified in the Reports Article of these provisions or the Special Provisions of the Attachment.

PERFORMING AGENCY shall utilize one of the following methods for applying program income:

- A. Additive method - add the program income to the funds already committed to the project by both parties.
- B. Deductive method - deduct the program income from the total allowable costs to determine the net allowable costs.

PERFORMING AGENCY shall expend program income during the Attachment term in which it is earned, and may not carry forward to the succeeding term. Program income not expended in the term in which it is earned shall be refunded to RECEIVING AGENCY.

RECEIVING AGENCY may base future funding levels, in part, upon PERFORMING AGENCY'S proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions of the applicable Attachment(s).

ARTICLE 20. Overtime Compensation

PERFORMING AGENCY shall not use any of the funds provided by the Attachment(s) to pay the premium portion of overtime. PERFORMING AGENCY shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the normal rate of pay for hours worked in excess of normal working hours.

ARTICLE 21. Equipment and Supplies

In accordance with Health and Safety Code, § 12.053, title to all equipment and supplies purchased from funds from this contract shall be in the name of PERFORMING AGENCY throughout the Attachment(s) term(s) or until the Attachment is terminated.

Equipment is defined as tangible nonexpendable personal property with an acquisition cost of more than \$5,000 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances, and incubators. If the unit cost of these exception items is more than \$500, they will be considered equipment, shall be approved for purchase by RECEIVING AGENCY, and are considered capital assets for inventory purposes. The acquisition cost is the net invoice unit price of an item of equipment, including the cost of any necessary modifications, attachments, accessories or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Supplies are defined as consumable items necessary to carry out the Attachment including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

All items of equipment purchased with Attachment funds shall be itemized in the budget. Any changes to the equipment list contained in the budget shall be approved in writing by RECEIVING AGENCY. PERFORMING AGENCY shall submit a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, RECEIVING AGENCY will notify PERFORMING AGENCY by means of a written amendment or Attachment Change Notice.

PERFORMING AGENCY shall maintain a nonexpendable personal property (equipment) inventory and submit an annual cumulative report (TDH Form GC-11) to RECEIVING AGENCY no later than October 15th of each year. PERFORMING AGENCY shall administer a program of maintenance, repair, and protection of assets under this contract so as to assure their full availability and usefulness. In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said assets. If any item of equipment is no longer needed to perform services under the Attachment(s) or becomes inoperable, PERFORMING AGENCY shall request disposition instructions in writing from RECEIVING AGENCY.

Upon termination or expiration of applicable Attachment(s) that are not renewed, title to any remaining equipment and supplies purchased from funds under this contract reverts to RECEIVING AGENCY. Title may be transferred to any other party designated by RECEIVING AGENCY. RECEIVING AGENCY may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to PERFORMING AGENCY.

ARTICLE 22. Contracts with Subrecipients

PERFORMING AGENCY may enter into contracts with subrecipients unless restricted or otherwise prohibited in specific Attachment(s). Prior to entering into an agreement equaling \$25,000 or twenty-five percent (25%) of an Attachment, whichever is greater, PERFORMING AGENCY shall obtain written approval from RECEIVING AGENCY.

Contracts with subrecipients shall be in writing and include the following:

- Name and address of all parties;
- A detailed description of the services to be provided;
- Measurable method and rate of payment and total amount of the contract;
- Clearly defined and executable termination clause;

- Beginning and ending dates which coincide with the dates of the applicable contract Attachment(s) or cover a term within the beginning and ending dates of the applicable contract Attachment(s);
- Records retention requirements consistent with UGMS;
- Access to inspect the work and the premises on which any of the work is performed, in accordance with the Inspections Article contained in this contract;
- All clauses required by state/federal statutes, executive orders, and their implementing regulations; and
- Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, Uniform Grant Management Standards issued by the Governor's Office, applicable Office of Management and Budget Circulars, and applicable Code of Federal Regulations.

PERFORMING AGENCY agrees that all contracts with other subrecipients containing a categorical budget shall include audit requirements referenced in the Allowable Costs and Audit Requirements Article of this contract, as appropriate.

PERFORMING AGENCY is responsible to RECEIVING AGENCY for the performance of any subrecipient. PERFORMING AGENCY shall monitor both financial and programmatic performance and maintain pertinent records that shall be available for inspection by RECEIVING AGENCY.

PERFORMING AGENCY shall ensure that:

- Subrecipients are fully aware of the requirements imposed upon them by state/federal statutes and regulations including prompt payment of any subcontractors pursuant to Texas Government Code, Chapter 2251, Subchapter D;
- Subrecipients comply with all financial management requirements as defined by RECEIVING AGENCY, UGMS and the applicable OMB circulars;
- Subrecipients complete required audits;
- An adequate tracking system is maintained to ensure timely receipt of any subrecipient's required audit reports and the resolution of any findings and questioned costs cited by these reports; and, that
- RECEIVING AGENCY is immediately notified in writing of alleged or actual misuse or misappropriation of contract funds by subrecipients.

ARTICLE 23. Contracts for Procurement

PERFORMING AGENCY may enter into contracts for procurement of goods and services unless restricted or otherwise prohibited in specific Attachment(s). PERFORMING AGENCY agrees that it shall be responsible to RECEIVING AGENCY for the performance of any subcontracted activity.

Contracts for procurement of goods and services shall be in writing and contain the following provisions:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (contracts other than small purchases).
- Remedies for prompt payment of any subcontractor pursuant to Texas Government Code, Chapter 2251, Subchapter D.
- Termination for cause and for convenience by PERFORMING AGENCY including the manner by which it will be effected and the basis for settlement (all contracts in excess of \$10,000).
- Compliance with the Copeland "Anti-Kickback" Act (18 USC §874) as supplemented in Department of Labor regulations (29 CFR Part 3) (all contracts and subgrants for construction or repair).
- Compliance with §§103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (construction

contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

- Notice of RECEIVING AGENCY requirements and regulations pertaining to reporting.
- Notice of RECEIVING AGENCY requirements and regulations pertaining to trademarks, service marks, copyrights, and patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- RECEIVING AGENCY requirements and regulations pertaining to copyrights and rights in data.
- Access by RECEIVING AGENCY, the federal grantor agency, the Comptroller General of the United States, the State of Texas or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- Retention of all required records for the required retention period after RECEIVING AGENCY makes final payments and all other pending matters are closed.
- Compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act (42 USC § 7401), § 508 of the Clean Water Act (33 USC § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- Mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163), 42 USC §§6201, *et seq.*, as amended.

ARTICLE 24. Reports

Financial reports are required as provided in UGMS, and PERFORMING AGENCY shall file them regardless of whether expenses have been incurred.

For each Attachment, PERFORMING AGENCY shall submit a Financial Status Report, State of Texas Supplemental Form 269A (TDH Form GC-4a) within thirty (30) days following the end of each of the first three (3) quarters. PERFORMING AGENCY shall submit a final financial report on State of Texas Supplemental Form 269A (TDH Form GC-4a), not later than ninety (90) days following the end of the Attachment term(s). PERFORMING AGENCY shall submit a State of Texas Purchase Voucher (TDH Form B-13), or any other form designated by RECEIVING AGENCY, with the final financial report if all costs have not been recovered, or PERFORMING AGENCY shall refund excess monies if costs incurred were less than funds received.

PERFORMING AGENCY shall submit program and progress reports required by RECEIVING AGENCY in the format agreed to by the parties. PERFORMING AGENCY shall provide RECEIVING AGENCY and/or HHSC other reports including financial reports determined necessary to accomplish the objectives of this contract and to monitor compliance. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY and/or HHSC.

ARTICLE 25. Inspections

RECEIVING AGENCY, Health and Human Services Commission (HHSC), and, when federal funds are involved, any authorized representative(s) of the federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work (including reviews of client or patient records and discussions with staff) performed by PERFORMING AGENCY and its subrecipient(s), if any, and the premises on which the work is being performed. PERFORMING AGENCY and its subrecipient(s) shall participate in inspections and provide reasonable access, facilities, and assistance to the representatives. All inspections and evaluations will be conducted in such a manner as will not unduly interfere with the work.

PERFORMING AGENCY and its subrecipient(s), if any, shall give RECEIVING AGENCY, HHSC, the federal government, and the Texas State Auditor, or any of their duly authorized representatives, access to any pertinent books, documents, papers, and client or patient records, if any, for the purpose of making audit, examination, excerpts, and transcripts of transactions related to this contract. RECEIVING AGENCY will have the right to audit billings both before and after payment. Payments will not foreclose the right of RECEIVING AGENCY to recover excessive or illegal payments.

Any deficiencies identified by RECEIVING AGENCY and/or HHSC upon examination of PERFORMING AGENCY'S records will be conveyed in writing to PERFORMING AGENCY. PERFORMING AGENCY'S resolution of findings will be conveyed in writing within thirty (30) days of receipt of the report of the deficiencies. PERFORMING AGENCY'S resolution of findings will be sent to the agency(ies) referenced in the cover letter of the report. A RECEIVING AGENCY and/or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in sanctions which will remain in effect until RECEIVING AGENCY and HHSC determines the deficiencies are properly remedied.

ARTICLE 26. Records Retention

PERFORMING AGENCY and its subrecipients and subcontractors shall retain medical records in accordance with 22 Texas Administrative Code (TAC), Part 9, §165.1(b)(c) or other applicable statutes and regulations governing medical information. PERFORMING AGENCY shall retain and preserve all other records, including financial records, which are generated or collected by PERFORMING AGENCY or its subrecipients or subcontractors under the provisions of this contract, for a period of four (4) years after the termination of the Attachment(s). If an Attachment is funded through Medicaid, the federal retention period, if more than four (4) years shall apply. PERFORMING AGENCY and its subrecipients shall retain all records for an Attachment that is the subject of litigation or an audit until the litigation is ended or all questions pertaining to the audit are resolved.

Legal requirements for PERFORMING AGENCY may extend beyond the retention schedules established herein.

ARTICLE 27. Confidentiality of Protected Health Information

PERFORMING AGENCY is required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law.

PERFORMING AGENCY is required to disclose protected health information of patients or clients provided services funded through this contract to RECEIVING AGENCY upon request, or as otherwise required in other contract provisions.

RECEIVING AGENCY is authorized to request, collect and receive protected health information under this contract, without the consent of the individual to whom the protected health information relates, for funding, payment and administration of the grant program.

RECEIVING AGENCY is also authorized to request, collect and receive protected health information under this contract, without the consent of the individual to whom the protected health information relates, under exceptions to state confidentiality laws and federal privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at §164.512, and Occupations Code, Chapter 159, at §§159.003 and 159.004.

PERFORMING AGENCY must maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records. RECEIVING AGENCY may require PERFORMING AGENCY to transfer original or copies of patient and client records to another entity, without the consent or

authorization of the patient or client, upon termination of this contract, or if the care and treatment of the individual patient or client is transferred to another entity.

If providing direct client care, services, or programs, PERFORMING AGENCY shall implement RECEIVING AGENCY'S policies based on the model HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) workplace guidelines, and PERFORMING AGENCY shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Health and Safety Code § 85.112-114.

ARTICLE 28. Sanctions

RECEIVING AGENCY may impose sanctions for any breach of this contract and will monitor PERFORMING AGENCY for both programmatic and financial compliance. HHSC may impose or recommend imposition of sanctions to RECEIVING AGENCY for any breach of this contract and will monitor PERFORMING AGENCY for financial compliance. RECEIVING AGENCY may, at its own discretion, impose one or more sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. A state or federal statute, rule, regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both.

RECEIVING AGENCY may:

- A. Terminate all or a part of this contract. See the Termination Article in these provisions.
- B. Suspend all or part of this contract. Suspension is, depending on the context, either (1) the temporary withdrawal of PERFORMING AGENCY'S authority to obligate funds pending corrective action by PERFORMING AGENCY or its subrecipient(s) or pending a decision to terminate or amend the contract, or (2) an action taken by a suspending official in accordance with agency regulations implementing Executive Order 12549 to immediately exclude a person from participating in contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY during a suspension are not allowable unless expressly authorized by the notice of suspension;
- C. Disallow (deny both use of funds and matching credit for) all or part of the activities or action not in compliance;
- D. Temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of advances or reimbursements to PERFORMING AGENCY or its subrecipient(s) for proper charges or obligations incurred, pending resolution of issues of noncompliance with contract conditions or indebtedness to the United States or to the State of Texas;
- E. Permanently withhold cash payments. Permanent withholding of cash payment means that RECEIVING AGENCY retains funds billed by PERFORMING AGENCY or its subrecipient(s) for a) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; b) failure to comply with contract provisions; or c) indebtedness to the United States or to the State of Texas;
- F. Deny contract renewal or future contract awards to a PERFORMING AGENCY;
- G. Delay contract execution with PERFORMING AGENCY while other imposed or proposed sanctions are pending resolution;

- H. Place PERFORMING AGENCY on probation. Probation means that PERFORMING AGENCY will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance shall be resolved or substantial improvement shown by PERFORMING AGENCY;
- I. Conduct accelerated monitoring of PERFORMING AGENCY. Accelerated monitoring means more frequent or more extensive monitoring will be performed by RECEIVING AGENCY than would routinely be accomplished;
- J. Require PERFORMING AGENCY to obtain technical or managerial assistance;
- K. Disallow requests for reimbursement by disapproving costs or fees submitted for payment or reimbursement by PERFORMING AGENCY;
- L. Establish additional prior approvals for expenditure of funds by PERFORMING AGENCY;
- M. Require additional, more detailed, financial and/or programmatic reports to be submitted by PERFORMING AGENCY;
- N. Demand repayment from PERFORMING AGENCY;
- O. Reduce the funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate which will make full use of the award, or to provide services as set out in the Attachment(s); and,
- P. Impose other remedies provided by law.

RECEIVING AGENCY will formally notify PERFORMING AGENCY in writing when a sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the sanction(s), the reasons for imposing them, the corrective actions which shall be taken before they will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the sanctions imposed. PERFORMING AGENCY is required to file, within fifteen (15) days of receipt of notice, a written response to RECEIVING AGENCY'S program/division that sent the notice, acknowledging receipt of such notice and stating how PERFORMING AGENCY will correct the noncompliance or demonstrating in writing that the findings on which the sanctions are based are either invalid or do not warrant the sanction(s). If RECEIVING AGENCY determines that a sanction is warranted, and unless the sanction is subject to review (see Sanction Review Article), RECEIVING AGENCY'S decision is final and PERFORMING AGENCY shall take corrective action.

In an emergency, RECEIVING AGENCY may immediately terminate or suspend all or part of this contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, or delay contract execution by delivering written notice to PERFORMING AGENCY, by any verifiable method, stating the reason for the emergency action.

An "emergency" is defined as the following:

- PERFORMING AGENCY is noncompliant and the noncompliance has a direct adverse impact on the public or client health or safety. The direct adverse impact may be programmatic or financial, impacting health or safety by failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures;
- PERFORMING AGENCY fails to achieve a performance measure;

- PERFORMING AGENCY is reimbursed or requesting reimbursement for expenditures which are not in accordance with applicable federal or state laws and regulations or the provisions of this contract; or
- PERFORMING AGENCY is expending funds inappropriately.

Whether PERFORMING AGENCY'S conduct or inaction is an emergency will be determined by RECEIVING AGENCY on a case-by-case basis and will be based upon the egregious nature of the noncompliance or conduct.

ARTICLE 29. Sanction Review

PERFORMING AGENCY may request a review of the imposition of the following sanctions: termination of all or part of the contract, suspension of all or part of the contract, permanent withholding of cash payments, reduction of contract funding or other contract amendment resulting from noncompliance, and denial of contract renewal or future contract awards.

PERFORMING AGENCY shall make the request for review in writing to RECEIVING AGENCY within fifteen (15) days from the date of notification by providing written notice of the dispute to the person who signed the notification.

PERFORMING AGENCY'S notice shall contain the following: (1) a copy of the letter from RECEIVING AGENCY notifying PERFORMING AGENCY of the sanction; (2) a specific description of each act that is the basis for the dispute; (3) the grounds upon which PERFORMING AGENCY bases the complaint; (4) an identification of the issue or issues to be resolved; (5) a precise statement of the relevant facts; (6) any documentation in support of PERFORMING AGENCY'S position; and (7) a statement and authorities in support of PERFORMING AGENCY'S position.

Evidence that PERFORMING AGENCY properly notified RECEIVING AGENCY consists of any of the following documents: (1) signature on delivery card; (2) confirmation of a facsimile to the correct telephone number; or (3) signed acknowledgment of delivery.

RECEIVING AGENCY'S representative will schedule a meeting or a conference call to attempt to resolve the issues in dispute. If the dispute is resolved, any resolution will be in writing and will be signed by all parties. If the dispute is not resolved, RECEIVING AGENCY'S representative will notify PERFORMING AGENCY in writing. RECEIVING AGENCY will appoint a reviewer(s), who will review the information, who may permit or require additional information and who may grant, deny, or modify all relief requested in the written notice of dispute. The reviewer(s)'s decision will be in writing and will contain a discussion of the reason for the decision and the remedial action, if any. The reviewer(s) will send copies of the decision to all parties by any verifiable means. The decision of the reviewer(s) is final and is the final action of RECEIVING AGENCY for purposes of further proceedings.

A state statute or rule or a federal statute, regulation or guideline will prevail over the provisions of this Article unless the statute, rule, regulation or guideline can be read together with the provision or provisions of this Article to give effect to both.

ARTICLE 30. Breach of Contract Claim

Any remedies set out in this contract are in addition to rights and remedies for breach of contract provided by law.

ARTICLE 31. Termination

Each Attachment shall terminate upon its expiration date unless extended by written amendment in accordance with the Amendments Article. Prior to completion of the Attachment term, all or a part of this contract may be terminated with or without cause as set out below.

- A. Termination is the permanent withdrawal of PERFORMING AGENCY'S authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by PERFORMING AGENCY of the authority to obligate previously awarded funds. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY after termination of an award are not allowable unless expressly authorized by the notice of termination. Termination does not include: (1) withdrawal of funds awarded on the basis of the PERFORMING AGENCY'S underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of an Attachment; (3) refusal to extend an Attachment or award additional funds, to make a competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.
- B. Termination without cause.
- (1) Either party may terminate this contract with at least ninety (90) days prior written notice to the other party.
 - (2) The parties may terminate this contract by mutual agreement.
 - (3) Either party may terminate this contract with at least thirty (30) days prior written notice to the other party in the event state and/or federal funding for this contract is terminated, limited, suspended, withdrawn, or discontinued.
 - (4) RECEIVING AGENCY may terminate this contract when, in the sole determination of RECEIVING AGENCY, termination is in the best interest of the State of Texas.
- C. Termination for cause.
- (1) Either party may terminate for material breach of this contract with at least thirty (30) days written notice to the other party.
 - (2) RECEIVING AGENCY may terminate this contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the contract objectives, by giving at least thirty (30) days written notice to PERFORMING AGENCY. Such conduct may include one or more of the following:
 - (a) A court of competent jurisdiction finds that PERFORMING AGENCY has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
 - (b) PERFORMING AGENCY fails to communicate with RECEIVING AGENCY or fails to allow its employees or those of its subrecipients to communicate with RECEIVING AGENCY as necessary to the performance of this contract;
 - (c) PERFORMING AGENCY breaches a standard of confidentiality with respect to the services provided under this contract;
 - (d) RECEIVING AGENCY determines that PERFORMING AGENCY is without the personnel or resources to perform under this contract;
 - (e) RECEIVING AGENCY determines that PERFORMING AGENCY, its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an official or employee of RECEIVING AGENCY for the purpose of obtaining a contract or favorable treatment;
 - (f) PERFORMING AGENCY'S management system does not meet the UGMS management standards; or
 - (g) PERFORMING AGENCY appears to be financially unstable. Indicators of financial instability may include one or more of the following:
 - (i) PERFORMING AGENCY fails to make payments;
 - (ii) PERFORMING AGENCY makes an assignment for the benefit of its creditors;

- (iii) PERFORMING AGENCY admits in writing its inability to pay its debts generally as they become due; or
- (iv) If judgment for the payment of money in excess of \$50,000 (which is not covered by insurance) is rendered by any court or governmental body against PERFORMING AGENCY, and PERFORMING AGENCY does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) days from the date of entry thereof, and within the thirty (30)-day period or a longer period during which execution of the judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles.

D. Emergency termination. In emergency circumstances, RECEIVING AGENCY may terminate this contract immediately upon notice to PERFORMING AGENCY by any verifiable means. "Emergency" is defined in the Sanctions Article.

Either party may deliver written notice of intent to terminate by any verifiable method. If either party gives notice of its intent to terminate all or a part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. Upon termination of all or part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will be discharged from any further obligation created under the applicable terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of PERFORMING AGENCY to retain records and maintain confidentiality of information shall survive this contract.

ARTICLE 32. Void Contract

RECEIVING AGENCY may hold this contract void upon its determination that the contract award was obtained fraudulently or was otherwise illegal or invalid from its inception.

ARTICLE 33. Severability

If any provision of this contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

ARTICLE 34. Local Health Department Personnel

All local health department personnel funded by Attachment(s) to this contract are employees of PERFORMING AGENCY which shall be responsible for their direction and control and liable for any of their acts or omissions.

PERFORMING AGENCY shall have in place legally sufficient due process hearing procedures for all of its employees filling state-budgeted positions.

PERFORMING AGENCY shall have full authority to employ, promote, suspend, demote, discharge, and transfer within its organization any and all state-budgeted personnel funded by Attachment(s) to this contract provided, however, that any demotion, suspension, or discharge of such state-budgeted employees shall be in accordance with the due process hearing procedures as set out above. The only distinction between state-budgeted and local paid employees is that employees on state budgeted positions receive state benefits and are subject to certain duties, obligations, and restrictions as state employees as contained in state law. One such restriction, as contained in the State Appropriations Act, is that no employee paid on a state-budgeted position may receive a salary supplement from any source unless specifically authorized in the Appropriations Act or other state law. This prohibition includes the

payment to such employee of a so-called "flat rate" car allowance or travel allowance. Any travel or per diem allowance to these employees shall be on a reimbursement basis, supported by appropriate records, and shall not exceed the reimbursement for mileage and/or per diem allowed under the Appropriations Act and current state travel regulations. This restriction shall apply whether travel funds are provided in Attachment(s) under this contract or from any other source.

PERFORMING AGENCY shall utilize RECEIVING AGENCY'S policies and procedures for hiring and promoting individuals into state-budgeted positions funded by this contract. Qualifications of any individuals filling these positions will be subject to approval of RECEIVING AGENCY'S Bureau of Human Resources. The purpose of the approval is to ensure that individuals occupying these positions meet minimum educational and experience requirements.

PERFORMING AGENCY shall maintain required records and submit documents necessary to process personnel, payroll, leave and time records, and travel costs on state-budgeted positions. RECEIVING AGENCY will furnish documentation regarding salary compensation or travel reimbursement for employees on state-budgeted positions.

An independent audit is not required as a condition of this contract if the contract Attachment provides assistance through assignment of state-budgeted positions and no funds are budgeted for local costs.

PERFORMING AGENCY may be reimbursed for local personnel costs or other categories of expense used to fulfill the scope of work of applicable Attachment(s) in lieu of being furnished state payroll warrants after a state-budgeted position becomes vacant. Reimbursement will not exceed the balance of funds on the state-budgeted position after all benefits, obligations, and/or other entitlements are met. PERFORMING AGENCY'S Director, or other person(s) authorized elsewhere in this contract, may submit a request for conversion. RECEIVING AGENCY will transmit formal approval and a revised budget to PERFORMING AGENCY to complete the conversion if the request is granted.

ARTICLE 35. Survival of Terms

Termination or expiration of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that (a) the parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

ARTICLE 36. Construction of Ambiguities

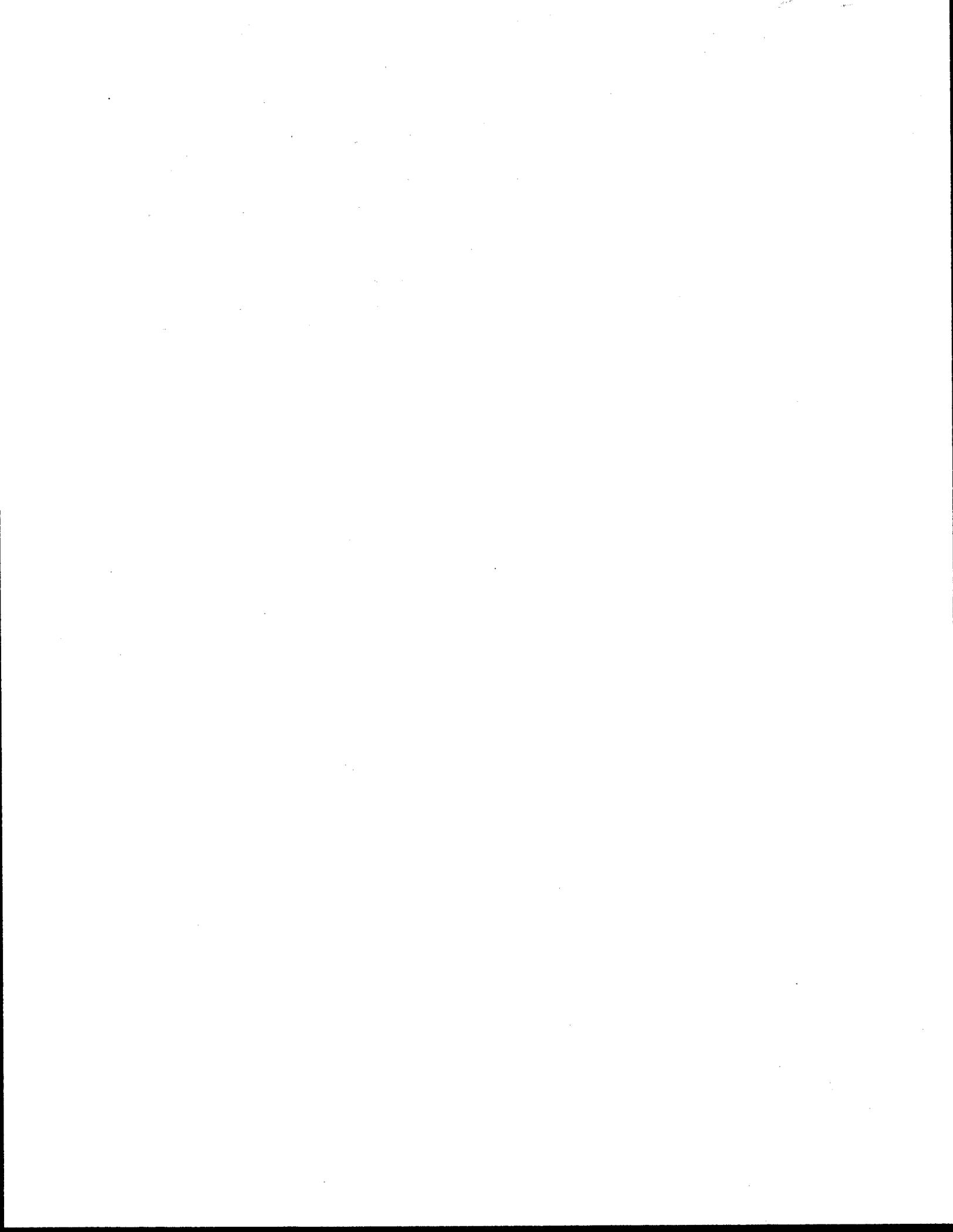
The parties expressly agree that they have each independently read and understood this contract. Any ambiguities in this contract shall not be construed against the drafters.

ARTICLE 37. No Waiver of Sovereign Immunity

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE PARTIES OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

ARTICLE 38. Certification

The governing body of each party has authorized this contract. RECEIVING AGENCY is paying for the performance of governmental functions and services from current revenues available to RECEIVING AGENCY. The payment is in an amount that fairly compensates PERFORMING AGENCY for the services or functions performed under this contract.





DEPARTMENT OF STATE HEALTH SERVICES
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

STATE OF TEXAS
COUNTY OF TRAVIS

DSHS Document No. 7460020708 2006
Contract Change Notice No. 13

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with SAN ANTONIO METROPOLITAN HEALTH DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:
ATT NO. 14 : REFUGEE

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

By: _____
(Signature of person authorized to sign)

(Name and Title)

Date: _____

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
(Signature of person authorized to sign)

Bob Burnette, Director
Client Services Contracting Unit

(Name and Title)

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	HIV/PREV 0000301959	01/01/05	12/31/05	93.940	232,350.00	0.00	232,350.00
03	STD/HIV 0000302392	01/01/05	12/31/05	93.940 93.977	321,254.00	0.00	321,254.00
04	TB/PC 0000302377	01/01/05	12/31/05	93.116	356,700.00	0.00	356,700.00
05	HIV/SURV 0000303156	01/01/05	12/31/05	93.944	123,869.00	0.00	123,869.00
06	DIAB/CDSP 0000306306	04/01/05	03/29/06	93.988	90,000.00	0.00	90,000.00
07	RLSS/LPHS 0000309916	09/01/05	02/28/06	State	152,888.00	0.00	152,888.00
08	EPI/LEAD 0000307363	07/01/05	06/30/06	93.262	35,520.00	0.00	35,520.00
09	TB/PC 0000309488	09/01/05	08/31/06	State	189,472.00	0.00	189,472.00
10	CPS/BIO-LAB 0000310170	09/01/05	08/31/06	93.283	250,000.00	0.00	250,000.00
11	CPS/BIOTERR 0000310219	09/01/05	08/31/06	93.283	1,918,789.00	0.00	1,918,789.00
12	IMM/LOCALS 0000310324	09/01/05	08/31/06	State	429,812.00	0.00	429,812.00
13	NSS/WIC-CARD 0000311358	10/01/05	09/30/06	10.557	0.00	0.00	0.00
14	REFUGEE 0000311479	10/01/05	09/30/06	93.566	143,495.00	0.00	143,495.00
DSHS Document No.7460020708 2006 Change No. 13				Totals	\$4,244,149.00	\$ 0.00	\$4,244,149.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7460020708-2006
ATTACHMENT NO. 14
PURCHASE ORDER NO. 0000311479

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: INFECTIOUS DISEASE INTERVENTION AND
CONTROL BRANCH

TERM: October 01, 2005 THRU: September 30, 2006

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall provide health screening, assessment, referral services, and follow-up care, as appropriate, for newly arrived official Refugees, including Amerasian Immigrants, Cuban and Haitian Entrants/Parolees, Asylees, and Certified Victims of Trafficking, in their identified and approved service area.

Services provided under this contract Attachment shall be conducted in a manner that takes into account the ethnic and cultural origins of the recipient of the services and with the support of a trained interpreter, if the client does not speak English well.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines and the following:

1. The Immigration and Nationality Act, 8 U.S.C. §§ 152;
2. Chapter 81, Health and Safety Code;
3. Medical Screening Protocol for Newly Arriving Refugees, United States Department of Health and Human Services, Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) State Letter 95-37, November 21, 1995;
4. ORR State Letter 99-17, June 11, 1997, Use of Refugee Medical Assistance (RMA) funds for Vaccinations; and
5. ORR State Letter 04-10, May 28, 2004, Guidelines regarding the use of RMA Health Screening Programs.

Screening services shall be initiated within ninety (90) days of the official Refugee's arrival in the United States, date asylum granted, or other eligibility status certified, and shall include the following activities:

1. Review each official Refugee's medical history, chest x-ray(s), and other medical records as available. Follow-up (evaluation, referral for treatment) of Class A and Class B conditions identified during the overseas medical exam and reported on Form OF-157 "Medical Examination of Applicants for United States Visas" and/or forms DS-2053, DS-3024, DS-3025, and DS-3026;

2. Review immunization status and administration of vaccines, as appropriate;
3. Tuberculosis screening includes the giving and reading of a Mantoux Purified Protein Derivative (PPD) skin test; and appropriate referral for evaluation and follow-up treatment or prophylaxis, if indicated;
4. Parasite examination including collection and laboratory examination of stool specimens, and treatment of identified infections;
5. Physical examination, including heart, lungs, ear, nose and throat (ENT), skin evaluation, eyes-vision, ears-hearing, height, weight, blood pressure, hematocit, nutritional status, gross dental inspection, and development level;
6. Sexually transmitted disease (STD) follow-up for STDs identified on overseas medical examination forms;
7. General assessment of orientation to place, date, time (mental status);
8. Other laboratory services, screening tests, or referrals, when indicated by history, initial assessment, age, sex, or particular refugee subpopulation, per the Medical Screening Protocol, Additional Age Specific Recommendations:
 - a. Complete blood count or red blood count (RBC);
 - b. Lead level, including all children, <16 years old (with provision of or referral of follow-up test after 3-6 months for children <6 years old);
 - c. Malaria smear (thick blood smear);
 - d. Sickle cell;
 - e. Hemoglobin electrophoresis;
 - f. Thalassemia;
 - g. Tay scachs;
 - h. Veneral Disease Research Laboratories (VDRL) quantitative Rapid Plasma Regain (RPR);
 - i. Human immunodeficiency virus (HIV) test;
 - j. Hepatitis B surface antigen, anti-HBs, and/or Hepatitis B panel, as appropriate;
 - k. Pregnancy Human Chorionic Gonadotropin (HCG) test;
 - l. Stool exam for blood (hemoccult);
 - m. Fasting glucose; and
 - n. Cholesterol screening.
9. Nutritional assessment, including all children, with provision of or referral for appropriate nutritional, and supplemental therapy, if indicated; and
10. Cancer information and referral.

Additional screening tests or referrals to primary health services as indicated for:

1. Further evaluation (preferably to a health care facility that will ultimately provide routine care) if any screening tests are significantly abnormal;
2. Referral for routine medical or dental care; and
3. Community/health referrals as appropriate, e.g. social services, mental health, public heath (women, infants, and children (WIC), family planning, children's health, etc.) rehabilitation, etc..

Case Management, to include: Client tracking, necessary transportation, home visits and/or other client contact, trained interpreter support sufficient to carry out screening and follow-up through initial referral appointments.

Other specific screening procedures may be included when identified as appropriate with a particular refugee subpopulation.

RECEIVING AGENCY'S Program will provide PERFORMING AGENCY daily/weekly written notification, which will include a Refugee Health Assessment Form for each official Refugee's arrival in PERFORMING AGENCY'S approved program service area.

Funds provided to PERFORMING AGENCY under this contract Attachment are intended to support and defray costs incurred by local governments in providing health screening services and assessments to officially arriving refugees in their approved program area. Other specifically designated funds from the United States Department of Health and Human Services, Office of Refugee Resettlement Preventive Health Grant, may be used for other refugee screening program related activities such as conference or training, travel, equipment, major supplies, etc.

Costs of assessments and treatments should be first recovered by PERFORMING AGENCY through Medicaid, Early Periodic Screening, Diagnosis and Treatment (EPSD) or the State Child Health Insurance (SCHIP) program(s) whenever possible. All official Refugees are eligible for Medicaid upon arrival.

PERFORMING AGENCY shall maintain financial records that identify the source and application of funds provided.

All activities shall be performed in accordance with PERFORMING AGENCY'S objectives, work plans, and detailed budget as approved by RECEIVING AGENCY'S Program and with RECEIVING AGENCY'S Program guidelines, when published and/or updated.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this contract.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY'S Program, in writing, if it will not continue performance under this contract Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the contract Attachment immediately or within a reasonable period-of-time as determined by RECEIVING AGENCY.

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. RECEIVING AGENCY'S Program will monitor PERFORMING AGENCY'S expenditures on a quarterly basis. If expenditures are below those projected in PERFORMING AGENCY'S total contract amount shown in SECTION III.

BUDGET, PERFORMING AGENCY'S budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment without waiving the enforceability of any of the other terms of the contract. PERFORMING AGENCY shall maintain the documentation used to calculate key outcome performance measures.

1. Return the Refugee Health Assessment Form for 100% of official Refugees arriving or moving to the program service area;
2. Provide health assessments to a minimum of 90% of official Refugees arriving or moving to the program service area and document the health assessment information on the Refugee Health Assessment Form. (Refugee Health Assessment Forms shall be submitted to the RECEIVING AGENCY'S Program as they are completed);
3. Document and report a minimum of 75% of referral outcomes;
4. Complete each Refugee Health Assessment Form and return it to RECEIVING AGENCY'S Program within thirty (30) days of providing screening services;
5. Initiate screening services within ninety (90) days of official Refugees' arrival in the United States, or the date asylum or other eligibility is granted or certified; and
6. Submit biannual reports either electronically or by mail to RECEIVING AGENCY'S Program, which shall include:
 - a. Significant changes in the refugee population;
 - b. Noteworthy achievements and/or major problems in providing screening services in general, or to any specific population group; and
 - c. Medical conditions identified, with referral/treatment outcomes.

Reporting periods for the biannual reports and due dates are as follows:

PERIOD COVERED	DUE DATE
October – March	April 30, 2006
April – September	October 31, 2006

In accordance with the General Provisions, **Reports** Article, failure to submit reports shall be cause for cancellation of the contract.

PERFORMING AGENCY shall provide services to clients who live or receive services in the following area/county(ies): Bexar.

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Confidentiality of Protected Health Information** Article compliance is strictly required.

SECTION III. BUDGET:

PERSONNEL	\$58,500.00
FRINGE BENEFITS	16,500.00
TRAVEL	850.00
EQUIPMENT	0.00
SUPPLIES	27,018.00
CONTRACTUAL	35,450.00
OTHER	0.00
TOTAL DIRECT CHARGES	\$138,318.00
INDIRECT CHARGES	\$5,177.00
TOTAL	\$143,495.00

Total reimbursements will not exceed \$143,495.00.

Financial status reports are due the 30th of January, 30th of April, 30th of July, and the 30th of December.

The indirect cost rate shown above is based upon an indirect cost rate on file at the RECEIVING AGENCY and subject to review by RECEIVING AGENCY fiscal monitors. Indirect charges to this contract may not exceed the amount shown above.

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

7460020708 2006-14

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489

CONSENT AGENDA
47

**CITY OF SAN ANTONIO
SAN ANTONIO METROPOLITAN HEALTH DISTRICT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Fernando A. Guerra, MD, MPH, Director of Health

SUBJECT: Federal Refugee Health Screening Program

DATE: December 1, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to accept and execute a contract change totaling \$143,495.00 from the Texas Department of State Health Services (TDSHS) to renew the ongoing Federal Refugee Health Screening Program in the San Antonio Metropolitan Health District (SAMHD) for the period October 1, 2005 through September 30, 2006. The TDSHS contract change further supports a subcontract of \$33,000.00 with Catholic Charities, Archdiocese of San Antonio, Inc. for services in connection with the Federal Refugee Health Screening Program. This ordinance will also adopt a program budget, approve the personnel complement, approve the subcontract with Catholic Charities, Archdiocese of San Antonio, Inc., and authorize payments for contractual services.

Staff recommends approval.

BACKGROUND INFORMATION

The City Manager was authorized to execute the Public Health State Support Project 2005/2006 contract with TDSHS through an ordinance passed and approved on January 13, 2005, providing annual assistance to the City in support of core public health activities offered by the SAMHD. Contract changes are made throughout the term of the contract in order to renew grant programs when their terms expire. TDSHS has now offered a contract change totaling \$143,495.00 through Contract Change Notice No. 13, Attachment 14 (See Attachment II) to renew support for the ongoing Federal Refugee Health Screening Program in the SAMHD for the period October 1, 2005 through September 30, 2006.

The Federal Refugee Health Screening Program conducts approximately 300 health screening/physical examinations each year in accordance with the recommendations issued by the Federal Office of Refugee Resettlement and the TDSHS. These services are provided for refugees settling in the San Antonio and Bexar County area. SAMHD provides the health screenings, immunizations, assessment services and follow up care, as appropriate. Catholic Charities is responsible for furnishing refugee transportation to and from medical and dental appointments, and for providing interpretation and translation services at these appointments.

The 2006 funding of \$143,495.00 for this program remains the same as last year. (See Attachment I.) Five (5) staff will be assigned to work in this program as needed to meet contract requirements.

POLICY ANALYSIS

Acceptance of this grant from TDSHS will continue the long-standing practice of utilizing Federal and State aid to support the local public health programs of the City.

FISCAL IMPACT

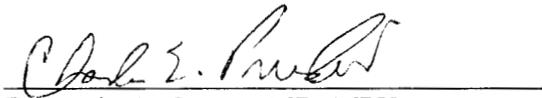
This contract change will provide \$143,495.00 to renew support for the ongoing Federal Refugee Health Screening Program in the SAMHD.

COORDINATION

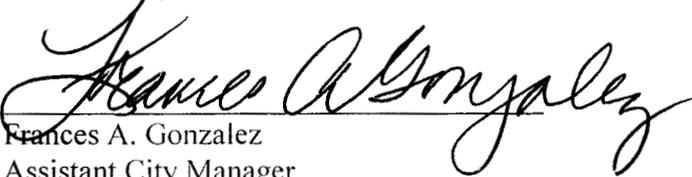
The City Attorney's Office and the Human Resources Department, Risk Management Division, have reviewed and approved the contract with TDSHS and the City Delegate Agency contract that will be executed with Catholic Charities. The SAMHD has coordinated this item with the Finance Department and the Office of Management and Budget.

SUPPLEMENTARY COMMENTS

Provisions of the Ethics Ordinance do not apply.



Fernando A. Guerra, MD, MPH
Director of Health



Frances A. Gonzalez
Assistant City Manager



Sheryl Sculley
City Manager

ATTACHMENT I
Public Health State Support Project 2005/2006 - Federal
Fund 26016000
Fund Center 3607460000
TDSHS Contract No. 7460020708 2006

<u>ESTIMATED REVENUES:</u>	<u>GL</u>	<u>CURRENT BUDGET</u>
Attachment No. 14	4501100	143,495
Total Estimated Revenues:		\$ <u>143,495</u>

APPROPRIATIONS:

Federal Refugee Health Screening Program

Activity: 36-07-46 10/01/05 to 9/30/06

Cost Center 3607460002

Internal Order 136000000295 "2005-06 Federal Refugee Health Scrn Prg"

Regular Salaries and Wages	5101010	25,760
Social Security	5103005	1,971
Life Insurance	5103010	59
Car Expense Allowance	5103055	500
TMRS	5105010	2,996
Fees to Professional Contractors	5201040	13,440
Catholic Charities	5201040	33,000
Travel - Official	5207010	750
Office Supplies	5302010	3,500
Chemicals, Medical, and Drugs	5304040	52,428
Workers' Disability Compensation	5405020	500
Group Health Insurance	5405040	6,500
Indirect Cost	5406530	2,092
Total 36-07-46		\$ <u>143,495</u>

PERSONNEL COMPLEMENT:

Activity: 36-07-46

Cost Center 3607460001

Internal Order 136000000253

	Previous Positions	Add (Deduct)	Revised Positions
0040 Administrative Assistant I (.40 FTE)	0	1	1
0067 Adminsitrative Aide (.50 FTE)	1	(1)	0
0239 Public Health Aide (.60 FTE)	0	1	1
0243 Nurse Practitioner (.10 FTE)	1	(1)	0
0244 Senior Public Health Nurse (.20 FTE)	1	0	1
0247 Public Health Nurse Supervisor (.20 FTE)	0	1	1
0267 Licensed Vocational Nurse (.20 FTE)	0	1	1
0282 Health Program Specialist	1	(1)	0
0870 Special Projects Coordinator (.50 FTE)	1	(1)	0
Total 36-07-46	<u>5</u>	<u>0</u>	<u>5</u>