

AN ORDINANCE 2006 - 01 - 19 - 0091

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE FY 2006 CHILD CARE LOCAL MATCH CONTRIBUTION AGREEMENT WITH ALAMO WORKFORCE DEVELOPMENT, INC., D/B/A ALAMO WORKSOURCE (AWS) IN THE AMOUNT OF \$290,654.00 TO BE USED AS LOCAL MATCH, IN ORDER TO GENERATE ADDITIONAL FEDERAL FUNDS IN THE AMOUNT OF \$560,214.00, FOR THE PROVISION OF ADDITIONAL QUALITY IMPROVEMENT ACTIVITIES WITHIN THE ALAMO AREA CHILD CARE DELIVERY SYSTEM (CCDS) PROGRAM THROUGH SEPTEMBER 30, 2006; AUTHORIZING ACCEPTANCE OF SAID ADDITIONAL FUNDS; AUTHORIZING EXECUTION OF AMENDMENTS AND CONTRACTS WITH ALAMO AREA DEVELOPMENT CORPORATION, FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC., ALAMO PUBLIC TELECOMMUNICATIONS COUNCIL D/B/A KLRN, AND UNITED WAY OF SAN ANTONIO AND BEXAR COUNTY, IN THE AMOUNTS OF \$50,197.39, \$82,600.00, \$220,000.00, AND \$50,000.00, RESPECTIVELY, FOR THE PROVISION OF QUALITY IMPROVEMENT ACTIVITIES FOR THE PERIOD ENDING SEPTEMBER 30, 2006; AND APPROVING A REVISED FY 2006 CCDS PROGRAM BUDGET.

* * * * *

WHEREAS, on August 28, 2003, pursuant to Ordinance No. 98090, the City Council authorized the operation of the Alamo Area Child Care Delivery System (CCDS) program for the period September 1, 2003 to August 31, 2005 with funds from the Texas Workforce Commission (TWC), which were awarded and managed through Alamo Workforce Development, Inc., d/b/a Alamo WorkSource (AWS); and

WHEREAS, on September 8, 2005, pursuant to Ordinance No. 101352, the City Council authorized a contract modification for the continued operation of the CCDS Program for the period October 1, 2005 to September 30, 2006; and

WHEREAS, the City of San Antonio, through its Child Care Delivery System Division of the Department of Community Initiatives, serves as administrator for the CCDS Program for the Alamo Workforce Development Area; and

WHEREAS, TWC has insufficient appropriations of state match funds necessary to fully utilize the available federal child care funds, and requires local communities to match funds for the CCDS Program; and

WHEREAS, AWS desires to amend the City of San Antonio's FY 2006 Child Care Local Match Contribution Agreement in order to generate additional federal funds; and

WHEREAS, through the pledging and certification of additional local expenditures in the amount of \$290,654.00, additional federal funds in the amount of \$560,214.00 will be made available

through AWS for additional quality improvement activities within the Alamo Area CCDS program through September 30, 2006; and

WHEREAS, the City desires to amend the contracts with Alamo Area Development Corporation, Family Services Association of San Antonio, Inc., and Alamo Public Telecommunications Council d/b/a KLRN in the amounts of \$50,197.39, \$82,600.00, and \$220,000.00, respectively, for the period ending September 30, 2006; and

WHEREAS, the City desires to enter into a contract with United Way of San Antonio and Bexar County in the amount of \$50,000.00 for the period ending September 30, 2006; **NOW THEREFORE:**

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

SECTION 1. The City Manager, or her designee, or the Director of the Department of Community Initiatives is authorized to execute an amendment to the FY 2006 Child Care Local Match Agreement with Alamo Workforce Development, Inc., d/b/a Alamo WorkSource (AWS), which pledges additional local expenditures in the amount of \$290,654.00 to be used as local matching funds in order to generate an additional \$560,214.00 in federal funds for the Alamo Area Child Care Delivery System (CCDS) program. A copy of the FY 2006 Child Care Local Match Agreement Amendment is attached hereto and incorporated herein for all purposes as Attachment I. The City Manager, or her designee, or the Director of the Department of Community Initiatives is authorized to certify expenditures in the amount of \$290,654.00 in connection with the FY 2006 Child Care Local Match Agreement Amendment.

SECTION 2. The City Manager, or her designee, or the Director of the Department of Community Initiatives is authorized to accept additional federal funds in the amount of \$560,214.00 from AWS for the purpose of providing additional quality improvement activities within the Alamo Area CCDS program through September 30, 2006.

SECTION 3. The City Manager, or her designee, or the Director of the Department of Community Initiatives is authorized to execute contract amendments with Alamo Area Development Corporation, Family Services Association of San Antonio, Inc., and Alamo Public Telecommunications Council d/b/a KLRN in the amounts of \$50,197.39, \$82,600.00, and \$220,000.00, respectively, for the period ending September 30, 2006. Copies of said amendments, in substantially final form, are attached hereto and incorporated herein for all purposes as Attachments II, III, and IV respectively.

SECTION 4. The City Manager, or her designee, or the Director of the Department of Community Initiatives is authorized to execute a contract with United Way of San Antonio and Bexar County in the amount of \$50,000.00 for the period ending September 30, 2006. A copy of said contract, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment V.

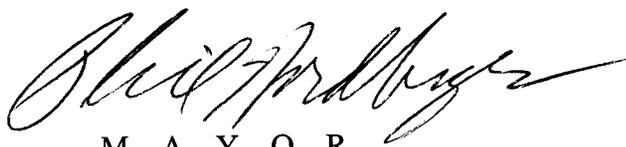
SECTION 5. Fund No. 26039000, Internal Order No. 138000000383, entitled "2005-2006 CCDS Federal Match" is designated for use in accounting for said grant and the amount of \$560,214.00 is appropriated in said fund. General Ledger number 4501100 entitled "Grants from Federal

Agencies-Operating” is hereby designated for accounting purposes. The revised budget, attached hereto and incorporated herein for all purposes as Attachment VI, is approved.

SECTION 6. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, 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 7. This ordinance shall become effective on and after January 29, 2006.

PASSED AND APPROVED this 19th day of January 2006.



M A Y O R

PHIL HARDBERGER

ATTEST: Leticia M. Vaca
City Clerk

APPROVED AS TO FORM: Hollis Young
for City Attorney

Child Care Local Match Agreement Amendment

NOTE: Amendments must be executed by both the Contributor and the Board prior to the current agreement end date.

NAME OF CONTRIBUTOR	City of San Antonio	Amendment No.	1
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EFFECTIVE DATE OF AMENDMENT	October 1, 2005	PROGRAM NUMBER (Must match Agreement being Amended)	08220C01FY06
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The Contributor and the Board seek to amend the Local Match Agreement referenced above in the following manner (CHECK ALL THAT APPLY):

<input checked="" type="checkbox"/> MODIFICATION TO PLEDGED LOCAL MATCH CONTRIBUTION					
DONATION AMOUNT	CURRENT AMOUNT		INCREASE: _____	NEW AMOUNT	
			DECREASE: _____		
TRANSFER AMOUNT	CURRENT AMOUNT		INCREASE: _____	NEW AMOUNT	
			DECREASE: _____		
CERTIFICATION AMOUNT	CURRENT AMOUNT	1,882,555	INCREASE: 290,654	NEW AMOUNT	2,173,209
			DECREASE: _____		
<input type="checkbox"/> DONATION/TRANSFER PAYMENT OR CERTIFICATION SCHEDULE					

<input type="checkbox"/> MODIFICATION TO AGREEMENT PERIOD				
CURRENT	FROM*		TO	
		NEW	TO	
* This date remains the same throughout the period of the Agreement.				

<input checked="" type="checkbox"/> MODIFICATION TO GENERAL TERMS OF AGREEMENT, including Utilization of Funds Description OTHER (DESCRIBE)
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All other terms, conditions and certifications of the Agreement not herein amended remain in effect and constitute promised performances by the Contributor and the Board.

SIGNATURES: The person signing this agreement on behalf of the Contributor or the Board hereby warrants that he or she has been fully authorized by their organization to:

- execute this agreement on behalf of his or her organization, and
- validly and legally bind his or her organization to all the terms, performances and provisions of this agreement.

For the faithful performance of this Agreement, as amended, the parties below affix their signatures and bind their agencies.

	City of San Antonio (COSA) (CONTRIBUTOR)	Alamo WORKFORCE DEVELOPMENT BOARD LWDA #: 20
Signature		
Printed Name	Dennis J. Campa	Alan D. Miller
Title	Director DCI	Executive Director
E-mail	dcampa@sanantonio.gov	alan.miller@twc.state.tx.us

A. UTILIZATION OF FUNDS DESCRIPTION:

The planned utilization of funds, including planned amounts, is described below. Utilization of funds must be in compliance with the State's Child Care and Development Fund Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board's planned utilization of local and federal funds resulting from donation and transfer of funds agreements.

	Description	Planned Funding (Local and Federal)
Direct Child Care		\$
Child Care Quality Improvement	<input type="checkbox"/> Consumer Education, including Information and Referral Services (2-1-1) <input type="checkbox"/> Improving salaries or other compensation for providers of CCDF-funded child care <input type="checkbox"/> Activities to support early language, literacy and numeracy development, including related professional development activities <input type="checkbox"/> Activities to support inclusive child care <input type="checkbox"/> Collaborative Reading Initiatives <input type="checkbox"/> Professional Development (i.e. Training, education and technical assistance to providers, including resources)	\$

2. **Certification of Expenditures:** The descriptions below describe (1) the allowable child care services or activities that resulted in local certified expenditures, the source of the local funds and (2) the Board's planned utilization of the matched federal funds resulting from the certification of expenditures.

	Description	Funding
Direct Child Care	1. Expenditures certified by the contributor resulted from services provided at: After School Challenge, CDBG Public Service childcare, Seamless Program & Human Development. Source of Local Funds: General Fund & CDBG	Amount of funding: (Local Share) \$ 1,190,654
Direct Child Care	2. Board's planned use of federal funds: Expenditures for eligible clients enrolled in the CCDS program as determined by COSA	Amount of funding: (Federal Share) \$ 3,628,488
Child Care Quality Improvement	1. Expenditures certified resulted from the following activities: <input checked="" type="checkbox"/> Consumer Education <input checked="" type="checkbox"/> Information and Referral Services <input checked="" type="checkbox"/> Professional Development (i.e. Training, education or technical assistance to providers, including resources) <input checked="" type="checkbox"/> Improving salaries or other compensation for providers of CCDF-funded child care <input checked="" type="checkbox"/> Activities to support early language, literacy and numeracy development <input type="checkbox"/> Activities to support inclusive child care <input checked="" type="checkbox"/> Collaborative Reading Initiatives <input checked="" type="checkbox"/> Other, Describe in detail the activities: General Delegate Agencies Actives under Human Development Funds and Early-on contracts Source of Local Funds: General Fund, General Fund Grant Transfer, and Human Development Services Fund	Amount of funding: (Local Share) \$ 982,555
Child Care Quality Improvement	2. Board's planned use of federal funds: <input checked="" type="checkbox"/> Consumer Education, including Information and Referral Services (2-1-1) <input type="checkbox"/> Improving salaries or other compensation for providers of CCDF-funded child care <input checked="" type="checkbox"/> Activities to support early language, literacy and numeracy development, including related professional development activities <input type="checkbox"/> Activities to support inclusive child care <input checked="" type="checkbox"/> Collaborative Reading Initiatives	Amount of funding: (Federal Share) \$ 560,214

	<input checked="" type="checkbox"/> Professional Development (i.e. Training, education or technical assistance to providers, including resources)	
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B. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE: In compliance with this agreement, the Contributor will remit payment or reports of actual expense in accordance with the completed schedule below.

1. Donation/Transfer Payment(s) (Local Funds)

	Donation/Transfer Date	Actual Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
TOTAL		

2. Public Entity Certification of Expenditures (Local Funds):

	Certification Period	Reporting Date *	Planned Amount of Expenditures
1.	From 10/01/05 to 09/30/06	12/31/05	200,000
2.	From 10/01/05 to 09/30/06	03/31/06	515,654
3.	From 10/01/05 to 09/30/06	06/30/06	800,000
4.	From 10/01/05 to 09/30/06	08/31/06	657,555
5.	From to		
6.	From to		
7.	From to		
8.	From to		
9.	From to		
10.	From to		
11.	From to		
12.	From to		
TOTAL			2,173,209

* Explanation (if reporting dates are outside the agreement effective dates):

ATTACHMENT II

Contract # _____

AMENDMENT #1 TO DELEGATE AGENCY CONTRACT WITH ALAMO AREA DEVELOPMENT CORPORATION

This amendment of the Alamo Area Development Corporation FY2006 Delegate Agency Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative, the Director of the Department of Community Initiatives, pursuant to Ordinance No. _____ passed and approved on _____, 2006, and Alamo Area Development Corporation (hereinafter referred to as "Contractor") acting by and through its designated representative.

WHEREAS, the City presently subcontracts with Contractor, to enhance quality of childcare in the rural counties allowing families to gain employment and become self-sufficient, pursuant to a Delegate Agency Contract (hereinafter referred to as "the Contract") that was executed on _____ pursuant to Ordinance No. 101352; and

WHEREAS, the Alamo Workforce Development, Inc. (hereinafter referred to as Alamo WorkSource) has awarded the City of San Antonio \$50,197.39 to increase the level of service for direct childcare in the rural counties; and

WHEREAS, the City desires to use said funds to grant an additional \$50,197.39 to the Contractor to perform additional services through its enhanced quality of childcare in the rural counties; and

WHEREAS, as a result of the additional services and funding, the Contract needs to be revised to reflect the increase in funding and revision to the Executive Summary and Balanced Scorecard Performance Plan and Project budget; and

WHEREAS, it is in the best interest of the City that an amendment of the Contract now be executed which revises the Executive Summary and Balanced Scorecard Performance Plan and Project budget so that the additional work may be performed; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled "Executive Summary and Balanced Scorecard Performance Plan (Revision #1)" attached hereto and incorporated herein as Exhibit I and Attachment II (Budget Revision #1) attached hereto and incorporated herein as Exhibit II, will hereby supercede the Executive Summary and Balanced Scorecard Performance Plan for the project identified as Attachment I in the Contract and the budget identified as Attachment II in the Contract, respectively, and all references in the Contract to Executive Summary and Balanced Scorecard Performance Plan and budget will now refer to the attached Executive Summary and Balanced Scorecard Performance Plan (Revision #1) and Attachment II (Budget Revision #1).

2. Section 3.1 is hereby amended as follows:

In consideration, the City will reimburse Contractor for costs incurred for the project in accordance with the budget approved by City Council of San Antonio in Ordinance No. 101352 and Ordinance No. _____. Said budgets are 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 \$759,209.39.

3. Section 3.2 is hereby amended as follows:

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

\$709,012.00	FY06 Child Care Development Funds from Alamo WorkSource
\$ 50,197.39	FY06 Child Care Development Funds from Alamo WorkSource

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

4. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the _____ day of _____, _____.

CITY OF SAN ANTONIO:

CONTRACTOR:

Alamo Area Development Corporation
8700 Tesoro Drive Ste 700
San Antonio, TX 78217

Dennis J. Campa, Director
Department of Community Initiatives



Executive Director

Date: _____

Date: 12/22/05

APPROVED AS TO FORM:

Assistant City Attorney

Executive Summary

Attachment I

Revision #1

**Alamo Area Development Corporation
Child Care Delivery System (CCDS)**

**Executive Summary/Statement of Work
(Effective October 2005)**

For the purpose of this contract the client Services and Provider Management functions will be coordinated in an agreement between the City of San Antonio (City), a Texas Municipal Corporation, and the Alamo Area Development Corporation (AADC). AADC will provide, oversee, administer, and carry out all of the following activities and services in a manner satisfactory to the City:

Client Services

1. Strategies for increasing client access to services include:
 - Permanently assigning client services staff to the rural Workforce Centers to assist all clients in all child care funding programs. Staff assigned to the Workforce Centers also assists the Workforce Center staff with providing assistance to the clients in the Resource Rooms.
 - Providing and advertising the toll-free 1-800 number available for clients to call for rural child care needs.
 - Providing on-site pre-screening of clients for organizations such as schools (Teen parents and after-school care).
 - Participation in Workforce Center sponsored and other community sponsored job fairs.
 - Participation in community support activities to include Bexar County School-Age Parenting Advisory Council, and numerous child care conferences/workshops as well as child care activities such as Kids' Day in the Park and El Dia de los Ninos.
 - Participation in the Child Care Advisory Council.
 - A parent handbook will inform parents of all CCDS services as well as providing telephone numbers for other services such as Child Care Licensing, Child Protective Services, Child Care Resource and Referral.

2. Rural CCDS staff will participate at Job Fairs by the rural WFC to recruit clients seeking employment and needing child care. Staff will also participate in community health fairs, back-to-school fairs Early Childhood Intervention screenings and Preschool Programs for Children with Disabilities public school screenings. The CCDS staff has developed a strong community presence during the last four years. In the rural areas the best and surest method of outreaching and recruiting clients and providers is to develop a reputation as a provider of quality service with positive outcomes. Additional successes are achieved through active participation in community networks in each of the areas where staff are located. Brochures, flyers, training opportunities advertising CCDS services are provided to child care centers, registered or licensed homes, DHS offices, Community Centers, Churches, Libraries, Housing

Developments, Non-Profit Community Agencies, social Security offices and other Community agencies. CCDS staff will participate in other child-related community activities and events sponsored by other agencies to publicize child care services available in the rural area.

Client Services plan consist of the following processes:

A. Application process:

- Workforce Center (WFC) Career Counselors determine eligibility for child care for their clients and forward Form 2510 (Child Care Referral and Eligibility Verification) to CCDS staff located at the Workforce Center to enroll their clients' children into child care. CCDS staff will contact the client within 24 hours and will enroll into an eligible child care provider within 24 hours of provider selection notification from the client.
- Texas Department of Family Protective Services (TDFPS), Child Protective Services (CPS) staff will determine eligibility for their clients and forward Form 2054 (Child Protective Services Service Authorization) to enroll their clients into child care. CCDS will contact a CPS caseworker within 24 hours and will enroll children into eligible provider within 24 hours of provider selection.
- Income Eligible clients will be pre-screened for eligibility and placed on the wait list if eligible and intake is closed or if intake is open but not all clients on the wait list have been enrolled. Pre-screened clients will be given an intake appointment during the pre-screening interview, if eligible, and intake is open and they have priority over all clients remaining on the wait list (i.e. client's income is 150% FPIL and all remaining clients on the wait list are 85% SMI). All income eligible intake appointments are completed in person and all eligibility forms signed at the appointment. Child care may start when all eligibility requirements are completed to include non-regulated child care orientation attendance for clients and providers who select non-regulated care.

B. Determining and maintaining eligibility documentation:

- WFC Career Counselors will put the period of eligibility on the Form 2510 in accordance with Alamo WorkSource (AWS) policy. WFC Career counselors will submit another Form 2510 on or before the eligibility end date to continue care, discontinue care, or re-determine care.
- CPS staff will put the period of eligibility on the Form 2054. CPS staff will submit another Form 2054 on or before the eligibility end date to either continue care or to discontinue care.
- Income Eligible clients will be enrolled for a period as provided through AWS policy. Enrollment periods will be less when staff request three check stubs for new employment or when knowledge of clients' eligibility ending is earlier (i.e. Transitional status ending, 30 day job search, school graduation, etc). All eligibility documentation will be maintained in the clients' files. All inactive client files will be stored for a minimum of four years.

C. Providing information for customer choice:

- All clients will be informed at their intake appointment of all eligible child care provider options to include non-regulated providers. In addition, clients will be provided the Selecting Quality Childcare Brochure to help clients in choosing quality providers. The Parent Handbook will contain a checklist of items to consider in choosing a provider. Clients will be briefed at intake and information will also be in the Parent Handbook information on transfers form one provider to another.

D. Authorizing provider care:

- For WFC and CPS clients, child care will start within 24 hours of receipt of Form 2510 or Form 2054 and notification of selected eligible child care providers. For Income Eligible clients, child care is authorized to start as soon as all eligibility criteria is completed and signed, an eligible provider is selected, and non-regulated child care class attendance (if client chooses a non-regulated provider) is completed.

E. Re-determining eligibility:

- For WFC and CPS clients, child care will continue when new Forms 2510 and 2054 are received, prior to the eligibility end date, with instruction to continue care.
- For Income Eligible clients, an appointment letter is mailed to all clients with an appointment date prior to the client's eligibility end date. Clients must continue to meet all eligibility criteria for care to continue. Clients who fail to attend a re-certification appointment prior to their eligibility end date will have their child care terminated. Clients who are moving from one child care funded program to another (i.e. CHOICES to Transitional, Welfare to Work to Income Eligible, Transitional to Income Eligible, etc.) must meet all the eligibility criteria for the new child care program.
- Current clients who report a change in status that could affect their eligibility or parent fee will be given a re-determination appointment within thirty calendar days of the notification. The Parent Handbook will remind parents of their re-certification date and timeline for reporting changes.

F. Tracking of clients attendance:

- The City of San Antonio (City) CCDS Accounting Case Aides tracks client attendance on the provider billing forms. Parents are sent a letter at the 20 and 30 days of accumulated absences informing the client of the number of absences, the maximum number of absences allowed, and information on requesting absence extensions if two-thirds of the absences are illness or extension circumstances related. Child care is subject to termination upon the child's 30th absence in a twelve-month period unless an absence extension has been approved.
- Child care will also be subject to termination if a child is reported by the provider to the City Case Aides for five consecutive days of being absent without parent contact with either the provider or CCDS. Clients who request an absence extension, and can document the two-thirds of the accumulated absences are based upon illnesses and/or extenuating circumstances will be granted a 20-day absence extension per current policy.

G. Ensuring accurate data entry:

- The review of date entry on enrollments and re-determinations is part of the eligibility and review process that is done during the appointment or immediately following.
- Child Care Resource Specialists conduct random automation review on the cases assigned to their team members.
- In-house monitors review data entry or enrollment, re-determinations and terminations on a random basis quarterly.
- Child Care Resources Specialist will review data entry on enrollments and re-determinations. Identified errors will be forwarded back to the Child Care Resource Liaisons for corrections.

3. Proposed timeframes from when an application is received, eligibility is determined, and placement occurs:

- For WFC and CPS clients, child care would be authorized and started within 24 hours of receipt of Forms 2510 or 2054 respectively, unless client selection of provider is pending.
- For Income eligible clients, times for the entire process from application to placement is dependent upon whether intake is open or closed as well as whether there is a wait list or not. If intake is open and there is no wait list, clients' child care will be authorized and started within 24 hours of the intake appointment as long as all eligibility documentation and forms are completed and the client has selected the provider.
- Additional time may be needed if client needs a provider search, needs to bring additional eligibility documentation, or if a client selects a non-regulated provider and non-regulated child care class attendance is required.
- If intake is closed upon client request for child care, then the client is pre-screened for eligibility and, if eligible, placed on the waitlist within 24 hours of the pre-screening.
- In intake opens and clients are notified from the wait list, the client will receive a letter notifying them of child care availability, giving them a phone number to call to set up an intake appointment at their convenience as well as providing a list of eligibility documentation the client needs to bring with them to the appointment. This process can take anywhere from one day to two weeks and is driven by the clients' convenience and needs.
- Clients will be required to appear in person for their appointments at the nearest workforce center or satellite office. CCDS staff will work a non-traditional schedule in order to meet the client's work schedule. Every effort will be made to gather documentation necessary to establish eligibility before the appointment by fax in order to save the client time.
- The staff will also be required to complete a system generated 2050 that the parent will sign at the appointment. This will ensure that data entry occurs in a timely manner and that parental signature is secured immediately. In the future, AADC plans to cross-train Choices Counselors in the provision of child care services for the Choices participants. Client Services staff will continue to provide a one-to-one child care orientation for clients requesting a non-regulated provider. The relative will be required to attend the orientation with the parent.

Clients who are on the waitlist:

- These clients are mailed a letter to enroll into child care will also receive a Selecting Quality Childcare Brochure. This will encourage clients to use the brochure to evaluate and select potential quality providers prior to attending the enrollment appointment, thereby speeding up the enrollment process. The letter will also provide the telephone number of the Child Care Resource and Referral program to call and request a list of providers by geographic area if the client has not already selected a provider.
- The Selecting Quality Childcare Brochure is also given to the clients at the intake appointments and prior to the client starting a four-day provider search. The client is briefed on quality child care as well as explaining the Texas Rising star (TRS) Program at the intake appointment. At the clients' request, we will provide information on selected child care providers from the Child Care Licensing web site. Also, at the clients' request, we can provide a list of providers, including TRS, for a specific area they are searching for child care.
- Clients who have children with disabilities will meet with an inclusion specialist from Provider Management to evaluate the children's special needs as well as to help the parent locate providers who are most qualified to help the children.

4. Plan for ensuring that clients are enrolled based upon actual need, and the re-certification schedule:

- At the intake appointment clients are asked to provide work and/or school schedules. Child care will be authorized based upon policy directives for full-time, part-time, and part-week care, as needed. Client re-certifications for CHOICES clients occur every three months and all other clients every six months at a maximum. Status changes reported by clients (i.e. changes in jobs, income, school schedules, etc.) will generate updates/re-certifications prior to the six-month eligibility end date.

5. Use and management of a client wait list:

- Clients referred for child care from the Workforce Centers and CPS are enrolled immediately and re not wait listed. The wait list is used when the demand for income eligible child care exceeds the available budget for child care. Updated wait lists are forwarded to the Child Care Resource and Referral Program for review and dissemination of child care resource information. At the time a client is placed on the wait list, they are referred to the Child Care Resource and Referral Program for resource information if desired.
- Teen parents and children with disabilities are the first priority for clients to receive care from the wait list. Clients in the 150% FPIL receive priority over those clients in the 85% SMI. Clients are enrolled within the priority groups in the order placed on the wait list, starting with the longest on the wait list enrolled first. Clients may remain on the wait list for as long as they remain eligible, however, they must call every 120 days to update their information and to request to stay on the wait list. The wait list is purged every week so clients who do not call to update within the 120 days will automatically drop off the wait list.

6. Plans for efficient utilization of increased funding:

- Upon notification of increased funding, an assessment will be made concerning the reason for the increased funding. If the funding is provided to cover a projected shortfall, then the funds will be utilized for this purpose.
- If the increased funding requires enrollment of new clients then intake will immediately start or increase. The numbers of children enrolled and the timeframe needed to complete the enrollments will be determined by the amount of money available and the time period the money must be obligated/spent. The number of children needed for enrollment will attempt to reflect an 80:20 allocation between urban and rural clients for at-risk clients only.
- Clients on the wait list will be contacted first. The first group will be contacted by phone to expedite the intake appointments. The remainder of the clients will be sent a letter informing them of child care availability and giving them phone numbers to call to set up an intake appointment at their convenience. The letter will also list all the required documentation they need to bring with them to the appointment. If large numbers of children need to be enrolled in a short period of time, intake will be scheduled for complete days and weekends until the required numbers are met. If the wait list cannot meet the demand, then all available media will be utilized to include television, radio, and newspaper announcements. Additional marketing will be used to include on-site pre-screening at other locations.
- Workforce Center and Income eligible clients will always be able to choose their own eligible providers from TRS providers, regulated providers, and non-regulated providers eligible to provide care.

7. How we address barriers in obtaining child care services identified by the client:

- Using the one-stop shopping principle child care staff will work hand in hand to overcome obstacles parents may face in accessing child care services. Staff will also provide on-site orientation or re-certification at child care facilities for individuals or groups of clients such as the teen parent programs sponsored by independent school districts.

- Limited English Proficiency (LEP): Child Care Resource Liaisons that speak Spanish are located at all WFC except for one. The TWC Case Workers at that location will assist with translating when the parent needs the service. All eligibility and enrollment forms have both English and Spanish versions.
- Night/alternative care: Clients who need night and or week-end care are provided a listing of all providers who are open extended hours and provide night and week-end care. Clients are also briefed on the non-regulated child care option as well. There has been non-instance of a CCDS client not able to access child care due to lack of providers.
- Children with disabilities (CWD): Children with Disabilities have a higher priority for care than income eligible children without disabilities. All providers who have an agreement with CCDS include in their agreement they will comply with the American's with Disabilities Act of 1990 and will not discriminate against children with disabilities. If a specialist recommends additional adult assistance for a child with a disability, additional reimbursement is available for the provider based on the type and amount of care necessary. City Inclusion Specialist tracks all children who are enrolled with the inclusion rate.

8. Plan for management of client appeals:

- All clients are informed of their appeal rights at intake and all subsequent re-certifications. Parent Handbooks will be provided to all CCDS clients informing them of their rights and responsibilities, as well as other program requirements they need to be aware of.
- Any time child care services are either reduced or denied, clients are informed of their appeal rights and given the forms to appeal if they wish. Clients may speak to a supervisor or coordinator to informally discuss the reduction or termination of child care services in order to further explain and clarify the policies, to resolve issues, and to allow the client to present any extenuating circumstances. Clients may also formally request to appeal form within the mandated timelines.
- How we address changes in client needs: Each client is assigned a Child Care Resource Liaison. The client is provided the phone number of the CCRL and must contact their caseworker within 10 days to report changes that may effect their eligibility or parent fees, but also to call their caseworker anytime special needs or extenuating circumstances warrant. This could include address changes, parent fee payment plans or reductions, transfers to another provider, increases or decreases to child care hours/days needed, referrals to other services such as Child Care Licensing, Food Stamps, Workforce Centers, Child Care Resource and Referral Program, etc.

9. Tracking longevity, attrition, and reasons children leave care:

- Both longevity and reasons children leave care are tracked in the CCDS Application System. Tracking attrition is accomplished by reviewing the Report CC0030, Number of Clients in Care, daily, as well as periodically having our automation software specialist prepare a monthly locally developed ad-hoc termination report.

Provider Management Services

A. Provider Recruitment

The following strategies are used for the recruitment of child care providers:

- Provider orientation is held once a month to disseminate CCDS information and recruit new regulated providers. The orientations are held the first Friday of every month. Potential providers call in to make reservations to the orientation.

- When Provider Management staff receives phone calls from potential providers an informational packet is mailed to them for their review. If a regulated provider decides to care for CCDS clients they must present the following information at the orientation:
 - ✓ A current license or registration
 - ✓ Copy of their social security card and tax ID form
 - ✓ Copy of their published rates
 - ✓ Copy of their hours of operation and holidays
- After a potential provider has attended an orientation and submits the required copy of TDFPS License and other paperwork, the potential regulated provider is assigned to a Provider Liaison for sign up.
- The Provider Liaison has ten days to complete the sign-up and automate the new agreement. In the event the potential regulated provider has CCDS clients waiting to enroll their children with this provider, a special request is made to expedite the sign-up within three to five days.
- As the Provider Liaison is conducting provider visits in the rural areas, ongoing recruitment efforts are made in counties needing additional regulated providers. This need is determined from the feedback provided by the rural clients.

B. Scheduling Provider Agreement Renewals

Currently, in order to avoid any possibility of a regulated agreement not being renewed in a timely manner, all agreements are maintained on a database to ensure that the renewal process begins two months prior to the agreement termination date. The Provider Liaison researches the provider's licensing compliance every six months and checks compliance with CCDS agreement every three years through a monitoring visit. Currently, monitoring includes a check of the following:

- Current enrollment authorization for all CCDS clients
- Accurate attendance records that match the billing form 2455
- Current and accurate Contact Log documenting all required information
- Latest licensing compliance report
- Published rates being charged to all clients
- Receipts for all CCDS parent fees
- Children with disabilities (if applicable)
- Parent Advisory Group (if applicable)
- Accurate Billing Form 2455 that coincides with attendance and contact logs

C. If there is any area in question or the regulated provider needs assistance with any aspect of the regulated provider requirements, the Provider Liaison provides technical assistance to help the regulated provider meet the CCDS guidelines.

The Provider Liaison reviews and updates all information contained in the CCDS regulated Provider Agreement prior to the provider signing and forwarded for signing by a City Representative.

As final instruction are received concerning changes in provider requirements from the Texas Workforce Commission (TWC) and Alamo WorkSource (AWS), CCDS will modify the Statement of Work to reflect those changes.

D. Monitoring Providers

- Providers Liaison must conduct an on-site monitoring visit within 30 days to all providers when the regulated provider receives its first CCDS referral.

- Provider Liaison must conduct an on-site monitoring visit to all regulated providers at least once within a three-year period. One third of the regulated providers must be monitored each year and placed on a rotating schedule to ensure all are monitored once within the three-year period.
- Monitor for contractual compliance and fraud and ensure regulated providers maintain a current and valid TDFPS license or registration.
- Monitor for non-compliances with CCDS policies or procedures and issue a Service Improvement Agreement (SIA) if needed.
- SIA's are negotiated with the provider to address the areas of non-compliance. The SIA includes a description of the non-compliance, steps to be taken to complete the corrections necessary with timelines and consequences for not making the corrections. Follow-up is dated and documented on the SIA by the Provider Liaison.

E. Recruitment of providers who offer non-traditional hours

- Provider Liaison will track all regulated providers who offer non-traditional hours and will forward information to the City Sr. Provider Specialist to update quarterly.
- Access information related to regulated providers through the CCDS Resource and Referral program.
- Describe the high need for regulated child care to potential providers at the monthly orientation.
- The Provider Liaisons will recruit rural providers by networking with other agencies to plan and present child care conferences and other training opportunities in the rural communities.

F. Children with Disabilities

Every CCDS client referred due to special needs will be screened for possible tracking. The parent/guardian of every CCDS child with a disability (CWD) that may have the potential need of the inclusion rate (190% rate), will be asked to complete the Inclusion Parent Packet which includes:

- The Children with Disabilities Flyer
- Parent Interview Form
- Release of Information form
- Authorization for Additional Adult Assistance Form (to be completed by a specialist)

The following procedures must be followed:

- For a child that a professional recommends additional assistance and the child care provider requests additional assistance the file will be forwarded to the City Inclusion Specialist for review and approval
- An inclusion plan must be implemented within 30 days, but not later than 60 days of receipt of an assessment from a specialist
- Each child receiving the additional rate will be followed (observed, receive an inclusion plan, and monitored) to ensure proper support both for the child and provider caring for the child
- Assistance will be made available to other community resources. Some agencies that serve CWD's include:
 - ECI (Early Childhood Intervention)
 - Local School Districts
 - The Center for Health Care Services – MHMR

G. Texas Rising Star Recruitment

Strategies to encourage providers to volunteer and maintain Texas Rising Star Provider status:

- Focus on the new providers that were recruited during the current fiscal year and address the benefits to becoming a Star provider and the requirements.
- Target NAEYC accredited centers
- Provider technical assistance to support quality care
- Conduct on-site Star orientations to any provider upon request
- Star providers that have a published rate above the CCDS Maximum reimbursement rate may receive an additional 5% daily for each CCDS client

H. Informational Resource to providers

- Direct Mail Outs on an as need basis
- Community Fairs that focus on the needs of families and children
- Child Care conferences that target child care provider and administrative staff
- Flyers distributed at the reception area of the Tesoro Building as well as the Workforce Centers

Texas Rising Stars

The AADC budget allocates amounts for the following quality activities:

- Reimbursing any TRS an additional 5% if their published rates are higher than the CCDS maximum rate.
- Stocking age appropriate equipment and materials in the Rural Mini Resource Rooms located in Kerrville, Pleasanton, Seguin and New Braunfels if resources allow.
- Ensuring the awareness of the Kindergarten Readiness Project to support core issues of Early Childhood Education and Family Strengthening.

Early Childhood Resource Room

Maintenance of Rural Mini Resource Rooms to be used by CCDS regulated providers:

- The Resource Rooms works as lending libraries and allows all rural CCDS regulated provider's access to quality materials to be used to enhance the indoor and outside environment. The Resource Rooms also has a professional laminating machine for provider's use.
- Providers will be able to access materials from the Mini Resource Rooms at a time that is convenient for them. Standard hours for access are from 8:30 a.m. to 4:30 p.m. Monday through Friday. Appointments are also available one Saturday every month from 8:30 a.m. to 12:30 p.m.

- Prior to accessing the Mini Resource Room, regulated providers are to schedule appointments with CCDS staff. The staff will be on hand during appointments to ensure that regulated providers receive developmentally appropriate materials that meet the specific needs of their facilities.
- Items will be checked out for a three-month period and then returned to the Mini Resource Room at which point the regulated provider may access new materials and supplies. All items must be returned after the three-month period regardless of condition. Exceptions may be made to loan equipment on a permanent loan basis for the life of the CCDS Regulated Provider Agreement with the provider. CCDS staff will determine if materials will need to be disposed and provide necessary documentation for disposition.
- The Mini Resource Rooms will be replenished as supplies are available, all materials will be labeled "CCDS" in permanent marker.
- The intent of the Mini Resource Rooms is to enhance the providers' current program. All regulated providers will read the policies and procedures for accessing the Mini Resource Room and be required to sign and acknowledgment of understanding and agree to abide by the procedures. The signed document will be kept on file in the CCDS office and a copy will be provided to the regulated provider. The regulated provider will agree to use the materials for the children in care at the regulated provider site.

Quality Improvement Activities

- The AADC continues to make a committed investment in furthering the improvement and development of quality initiative s specifically focusing on family strengthening and workforce planning, including early care and education.

Fiscal Section

A. Cost Summary

- Submission to City CCDS will occur no later that the 10th day of every month. If the 10th falls on a weekend or holiday, the cost summary will be submitted the following workday.
- The cost summary will include budget, YTD expense level (including accruals), and remaining balance.

B. Operations Billings

- CCDS Operations billing submission to City will occur no later than the 20th of every month. If the 20th falls on a weekend or holiday, then the billing submission will occur the following workday.

C. Direct Care

- Rural Child Care Case Aide staff reviews and forwards to City, CCDS 2455A billings received on a daily basis.

Program Performance

- AWS, City, CCDS, and AADC staff will meet monthly to discuss challenges within the program and ideas to aid with these.

Exhibit I

Balanced Scorecard Performance Plan (Revision #1)	
Agency Name:	Alamo Area Development Corporation
Project/Program:	Child Care Delivery System
Contract Period:	10/01/05 – 09/30/06

Program Objective	Enhanced quality of childcare in the rural counties will allow families to gain employment and become self-sufficient.
Targeted Participants	Participants residing in the rural counties, which include Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina and Wilson.

PERFORMANCE MEASURES

DCI Strategic Objective: Agency Measure:	Provide Comprehensive Community Based Family Strengthening Services # of Average Daily Childcare Units (billed units) (Output)	Value 1948
DCI Strategic Objective: Agency Measure:	Provide Comprehensive Community Based Family Strengthening Services % of Parents Satisfied with Program Services (Outcome)	Value 85%
DCI Strategic Objective: Agency Measure:	Provide Comprehensive Community Based Family Strengthening Services # of Childcare Providers Satisfied with Provider Services (Outcome)	Value 80%
DCI Strategic Objective: Agency Measure:	Promote Access to High Quality early childhood education and school readiness activities % of Regulated Rural Childcare Providers participating in CCDS program (Outcome)	Value 30%
DCI Strategic Objective: Agency Measure:	Ensure progress toward identified performance and budget targets % of Total Automation Entries Input within Five (5) Business Days (Efficiency)	Value 98%
DCI Strategic Objective: Agency Measure:	Provide Comprehensive Community Based Family Strengthening Services Cost Per Childcare Unit (Efficiency)	Value \$389.74

Explanatory Notes

of Average Daily Childcare Units - Number of average daily childcare units billed monthly from rural areas, excluding Fund Codes 001, 002 and 014. (Information garnered from Report 70, Funds Expended by County. Total units divided by number of billing days.)

% of Parents Satisfied with Program Services - Based upon quantified survey results disseminated to parents at each re-certification appointment.

% of Childcare Providers Satisfied with Provider Services - Based upon quantified survey results disseminated to rural childcare providers.

% of Regulated Rural Childcare Providers participating in CCDS program – Based upon number of regulated rural providers in CCDS divided by monthly TDFPS Licensing listing of regulated providers in rural counties to include all licensed centers, licensed group homes, and registered family homes.

% of Total Automation Entries Input within Five (5) Business Days – Timely data entry rate (timely entries divided by total entries) entered by rural staff identified on Report 86, Timely Data Entry Report. (CCDS will generate monthly).

Cost Per Child – Based upon 1,948 rural average daily, billed units each month and annual budget of \$759,209.

Attachment II BUDGET *Revision # 1*
 SPECIFIC PROGRAM BUDGET

Agency Name: Alamo Area Council of Governments

Program Title: Child Care

Cost Category	Cost Allocation				Total
	Requested from City		*Other Sources		
	\$ Amount	%	\$ Amount	%	
Personnel Services	\$644,630	100%		0%	\$644,630
Contractual Services	51,967	100%		0%	51,967
Commodities	9,000	100%		0%	9,000
Fixed Charges	53,612	100%		0%	53,612
Capital Outlay		#DIV/0!		#DIV/0!	0
Total	\$759,209	100%	\$0	0%	\$759,209

* Identify all other costs of program, which are NOT requested to be funded by the City of San Antonio on this page only.

ATTACHMENT III

Contract # 4600003189

AMENDMENT #1 TO DELEGATE AGENCY CONTRACT WITH FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC.

This amendment of the **Family Service Association of San Antonio, Inc.** FY2005 Delegate Agency Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative, the Director of the Department of Community Initiatives, pursuant to Ordinance No. _____ passed and approved on _____, and **Family Service Association of San Antonio, Inc.** (hereinafter referred to as "Contractor") acting by and through its designated representative.

WHEREAS, the City presently subcontracts with Contractor, for the Quality Activities for Early Care and Education Professionals pursuant to a Delegate Agency Contract (hereinafter referred to as "the Contract") that was executed on October 11, 2005 pursuant to Ordinance No. 101386; and

WHEREAS, the **Alamo Workforce Development, Inc. (hereinafter referred to as Alamo WorkSource)** has awarded the City of San Antonio \$550,000.00 to increase the level of service for Child Care Quality Improvement Activities; and

WHEREAS, the City desires to use said funds to grant an additional \$82,600.00 to the Contractor to perform additional services through its Quality Activities for Early Care and Education Professionals Project; and

WHEREAS, as a result of the additional services and funding, the Contractor needs to revise their Executive Summary and Balanced Scorecard Performance Plan and their budget in the Contract; and

WHEREAS, it is in the best interest of the City that an amendment of the Contract now be executed which revises the Executive Summary and Balanced Scorecard Performance Plan and Project budget so that the additional work may be performed; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled "Executive Summary and Balanced Scorecard Performance Plan for Project B (Revision #1)" attached hereto and incorporated herein as Exhibit I and "Attachment II B (Budget Revision #1)" attached hereto and incorporated herein as Exhibit II, will hereby supercede the Executive Summary and Balanced Scorecard Performance Plan for Project B identified as Attachment I B in the Contract and the budget identified as Attachment II B in the Contract, respectively, and all references in the Contract to Executive Summary and Balanced Scorecard Performance Plan and budget for Project B will now refer to the attached Executive Summary and Balanced Scorecard Performance Plan for project B (Revision #1) and Attachment II B (Budget Revision #1).

2. Section 3.1 is hereby amended as follows:

In consideration, the City will reimburse Contractor for costs incurred for Project A in accordance with the budget approved for Project A by City Council of San Antonio in Ordinance No. 101386, for Project B in accordance with the budget approved for Project B by City Council of San Antonio in Ordinance No. 101386 and Ordinance No. _____, for Project C in accordance with the budget approved for Project C by City Council of San Antonio in Ordinance No. 101386, and for Project D in accordance with the budget approved for Project D by City Council of San Antonio in Ordinance No. 101386. Said budgets are affixed hereto and incorporated herein for all purposes as Attachment II (A) for Project A, Attachment II (B) for Project B, Attachment II (C) for Project C and Attachment II (D) for Project D. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **\$546,849.00**, representing **\$201,328.00** for Project A, **\$121,835.00** for Project B, **\$123,686.00** for Project C and **\$100,000.00** for Project D.

3. Section 3.2 is hereby amended as follows:

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

Project A:		
	\$201,328.00	FY06 General Fund
Project B:		
	\$16,569.00	FY06 General Fund
	\$22,666.00	FY06 General Fund used as match for Child Care Development Funds
	\$82,600.00	FY06 Child Care Development Funds from Alamo WorkSource
Project C:		
	\$123,686.00	FY06 General Fund
Project D:		
	\$100,000.00	FY06 General Fund

Consequently, Contractor agrees to comply with the following referenced requirements for the following respective project(s):

Project A Sections I and II B of the Technical Workbook, affixed hereto and/incorporated herein for all purposes as Attachment III.

Project B Sections I, II B, and III B of the Technical Workbook, affixed hereto and/incorporated herein for all purposes as Attachment III.

Project C Sections I and II B of the Technical Workbook, affixed hereto and/incorporated herein for all purposes as Attachment III.

Project D Sections I and II B of the Technical Workbook, affixed hereto and/incorporated herein for all purposes as Attachment III.

4. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

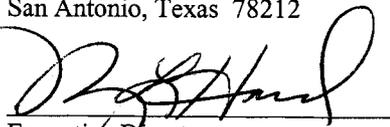
Executed this the _____ day of _____, _____.

CITY OF SAN ANTONIO:

CONTRACTOR:

Family Service Association of San Antonio, Inc.
702 San Pedro Ave.
San Antonio, Texas 78212

Dennis J. Campa, Director
Department of Community Initiatives



Executive Director

Date: _____

Date: 11/7/05

APPROVED AS TO FORM:

Assistant City Attorney

Attachment I B (Revision #1)

EXECUTIVE SUMMARY
Attachment

Project Service Category: Family Strengthening: Quality of Care Improvement/Enhancement

Respondent Name: Family Service Association of San Antonio, Inc.

Project Description: Quality Activities for Child Care Professionals

As a key organizer in the coordination of agencies influencing the quality of early care and education, Family Service Association of San Antonio, Inc. seeks to increase the number and level of quality trained/educated early care and education professionals. This can be accomplished through training and mentoring, which can contribute to systemic change within the child care industry. Family Service Association incorporates developmentally appropriate materials, supplies and equipment to enhance educational programs and utilizes training opportunities for providers to learn implementation of these materials and resources. Family Service Association has developed relationships with many local and state agencies and established organizations to focus on the ability of professionals and parents to recognize and improve the quality of child care.

The target population for this service package includes individuals working in the field of early care and education in Bexar County and the 11 surrounding counties representing the Alamo WorkSource delivery area. Program Activities include: 200 child care teachers will receive the **C.I.R.C.L.E. Preschool Early Language and Literacy Training Module** developed by the University of Texas Health Science Center in Houston (including materials and supplies for implementation of what is learned), 9 Child Care classrooms will receive the PDA assessment tool developed by C.I.R.C.L.E., Center based and Registered Family Home providers will receive equipment to create a quality child care environment for school success and Child Care Resource & Referral will be provided. These specialized trainings and projects provide professional development to individuals in our community increasing their ability to earn a living wage while increasing the level of quality for early care and education teachers and programs. All proposed activities have demonstrated success and are part of an on-going effort to increase the quality of early care and education for working families and their children.

Family Service Association staff and qualified professionals from the early care and education community will be responsible for implementation of the key elements of the service package. In 2004-2005 Family Service Association served approximately 5000 individuals in early care and education through direct services. These individuals are now better prepared to deal with the needs of children and their families. Caregivers who receive specialized training are better able to facilitate a positive learning and socialization environment, and tend to have children who are more cooperative, less aggressive and who exhibit fewer negative behaviors. Ultimately, this service package allows for workforce development of the provider, but more importantly, it increases the availability of quality child care for San Antonio working families.

Balanced Scorecard Performance Plan

Agency Name:	Family Service Association
Project/Program:	Quality Activities for Child Care Professionals
Contract Period:	10/1/05 – 9/30/06

Program Objective	Family Service Association will provide services that enable the child care professionals opportunities to improve the quality of care they offer to children and families.
Targeted Participants	Child care professionals in the San Antonio metropolitan area. The "Making Connections" or 9 zip codes within Bexar County identified as those most in need of services and the Alamo WorkSource service area.

PERFORMANCE MEASURES

DCI Strategic Objective: <i>Agency Measure:</i>	Provide Comprehensive Community Based Family Strengthening Services <i># Unduplicated Participants Served</i>	80
DCI Strategic Objective: <i>Agency Measure:</i>	Provide Comprehensive Community-Based Family Strengthening Services <i># Unduplicated Participants participated in CIRCLE Early Language & Literacy Training</i>	200
DCI Strategic Objective: <i>Agency Measure:</i>	Promoting Access to High Quality Early Care and Education <i>% of participants demonstrating an increased knowledge within the early language & literacy knowledge and skills area</i>	85% (170 out of 200)
DCI Strategic Objective: <i>Agency Measure:</i>	Quality of Care Improvement/Enhancement <i># Recipients will participate in home-based services project</i>	40
DCI Strategic Objective: <i>Agency Measure:</i>	Quality of Care Improvement/Enhancement <i># of training hours per home-based participant</i>	16
DCI Strategic Objective: <i>Agency Measure:</i>	Quality of Care Improvement/Enhancement <i>% of recipients will complete home-based services project</i>	90% (36 out of 40)
DCI Strategic Objective: <i>Agency Measure:</i>	Quality of Care Improvement/Enhancement <i># Recipients will participate in A.N.G.E.L.S. project</i>	40
DCI Strategic Objective: <i>Agency Measure:</i>	Quality of Care Improvement/Enhancement <i># of training hours per A.N.G.E.L.S. participant</i>	39
DCI Strategic Objective: <i>Agency Measure:</i>	Quality of Care Improvement/Enhancement <i>% of recipients will complete A.N.G.E.L.S. project will be quality trained and employment ready</i>	85% (34 out of 40)

Explanatory Notes

Amendment #1 Adding the following services to be concluded by 12/31/2005:

C.I.R.C.L.E. Early Language & Literacy Training will be a quality education opportunity for Center-based and Home-based child care providers (administrators and/or staff). It will include training and equipment specifically targeted to the knowledge and skills areas of early language and literacy, numeracy and early learning to provide additional professional development.

The palm pilot assessment tool will be purchased for 9 early childhood classroom sites.

Planning for and ordering equipment, resources and curriculum materials to enhance the quality of center-based and home-based child care.

Attachment II B
BUDGET Revision # 1
SPECIFIC PROGRAM BUDGET

Agency Name: Family Service Association of San Antonio, Inc.

Program Title: Quality Initiatives (63005,63006 & 63014)

Cost Category	Cost Allocation				
	Requested from City		*Other Sources		Total
	\$ Amount	%	\$ Amount	%	
Personnel Services	\$28,129	100%		0%	\$28,129
Contractual Services	43,115	100%		0%	43,115
Commodities	49,441	100%		0%	49,441
Fixed Charges	350	100%		0%	350
Capital Outlay	800	100%		0%	800
Total	\$121,835	100%	\$0	0%	\$121,835

* Identify all other costs of program, which are NOT requested to be funded by the City of San Antonio on this page only.

**AMENDMENT #1 TO DELEGATE AGENCY CONTRACT
WITH
Alamo Public Telecommunications Council dba KLRN**

This amendment of the **Alamo Public Telecommunications Council dba KLRN** FY2006 Delegate Agency Contract (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative, the Director of the Department of Community Initiatives, pursuant to Ordinance No. _____ passed and approved on _____, 2006, and Alamo Public Telecommunications Council dba KLRN (hereinafter referred to as "Contractor") acting by and through its designated representative.

WHEREAS, the City presently subcontracts with Contractor, for the Early On School Readiness project pursuant to a Delegate Agency Contract (hereinafter referred to as "the Contract") that was executed on October 11, 2005 pursuant to Ordinance No. 101386; and

WHEREAS, the **Alamo Workforce Development, Inc. (hereinafter referred to as Alamo WorkSource)** has awarded the City of San Antonio \$550,000.00 to increase the level of service for Child Care Quality Improvement Activities; and

WHEREAS, the City desires to use said funds to grant an additional \$220,000 to the Contractor to perform additional services through its Early ON School Readiness Project; and

WHEREAS, as a result of the additional services and funding, the Contract needs to be revised to reflect the increase in funding and revision to the Executive Summary and Balanced Scorecard Performance Plan and Project budget; and

WHEREAS, it is in the best interest of the City that an amendment of the Contract now be executed which increases the level of funding and revises the Executive Summary and Balanced Scorecard Performance Plan and Project budget so that the additional work may be performed; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The documents entitled "Executive Summary and Balanced Scorecard Performance Plan (Revision #1)" attached hereto and incorporated herein as Exhibit I and Attachment II (Budget Revision #1) attached hereto and incorporated herein as Exhibit II, will hereby supercede the Executive Summary and Balanced Scorecard Performance Plan for the project identified as Attachment I in the Contract and the budget identified as Attachment II in the Contract, respectively, and all references in the Contract to Executive Summary and Balanced Scorecard Performance Plan and budget will now refer to the attached Executive Summary and Balanced Scorecard Performance Plan (Revision #1) and Attachment II (Budget Revision #1).
2. Section 3.1 is hereby amended as follows:

In consideration, the City will reimburse Contractor for costs incurred for the project in accordance with the budget approved by City Council of San Antonio in Ordinance No. 101386 and Ordinance No. _____. Said budgets are 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 **\$506,108.00**.

3. Section 3.2 is hereby amended as follows:

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

\$286,108.00	FY06 General Fund used as match for Child Care Development Funds
\$220,000.00	FY06 Child Care Development Funds from Alamo WorkSource

Consequently, Contractor agrees to comply with the Sections I, II B, and III B of the Technical Workbook, affixed hereto and/incorporated herein for all purposes as Attachment III.

4. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

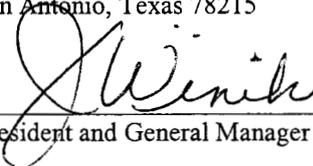
Executed this the _____ day of _____, _____.

CITY OF SAN ANTONIO:

CONTRACTOR:

Alamo Public Telecommunications Council dba KLRN
501 Broadway
San Antonio, Texas 78215

Dennis J. Campa, Director
Department of Community Initiatives



President and General Manager

Date: _____

Date: 12-22-05

APPROVED AS TO FORM:

Assistant City Attorney

Executive Summary Revision #1

Respondent: Alamo Public Telecommunications Council (dba KLRN) and
Family Service Association (FSA)

Service Name: Early On School Readiness Program

Targeted Population – KLRN and Family Service Association's joint school readiness service, entitled *EARLY ON*, focuses on improving school readiness in children ages 3-5. The program also accounts for adults who interact with these children. As evidenced by attendance at past *EARLY ON* offerings, many adults want to learn how they can prepare children for school success. *EARLY ON* provides this through events; and parent, caregiver, and childcare provider training. The project's targeted elementary schools, surrounding neighborhoods and childcare centers are all within the Bexar County area. A community-wide media campaign stresses the importance of parents as a child's first teacher.

Project Goal – *EARLY ON*'s goal is to prepare children for school success through collaboration with childcare centers, community associations, informal caregivers, businesses and media.

Service Description – *Early On* Fun Times Events are in each council district. *Early On* offers a Bright Ideas Café program that reinforces the Creative Curriculum and the School Readiness Guidelines. These activities, coordinated through schools and childcare centers, train adults to become their child's first teacher. The project assigns a mentor to each of the designated sites to model best practices, reinforce professional training and provide technical assistance and offers a reliable scientifically-based Early Language and Literacy training to designated sites. Additionally, horizontal alignment of activities among elementary teachers and childcare staff will facilitate school readiness. The bilingual media campaign and the Early ON website reiterate the importance of parental involvement through messages promoting the 65-SMART Hotline. Informal caregiver sessions will be offered in order to help prepare these caregivers with basic, easy-to-understand early childhood development messages.

Services Provided/Project Elements – The Bright Ideas Café program is led by trained staff members providing resources to parents. Participants are recruited numerous ways. Onsite surveys and phone questionnaires provide an evaluation of the service. There are no eligibility requirements. All specialized trainings offered to early care educators are lead by Texas Early Care and Education certified trainers. Assessments and teacher observations are conducted on a quarterly basis and are performed by early care educators and members of staff who have been trained in reliability to administer the assessments. No case management or counseling services are provided.

Informal caregiver sessions will be conducted throughout the year, focusing on topics such as early brain development, literacy, social, and emotional development, health and nutrition. Sessions will be offered in a series and in both English and Spanish. The three series options will help provide a networking resource for these informal caregivers who often do not get out into the community. In addition, KLRN will create a newsletter especially for informal caregivers as well as provide learning kits to caregivers who complete any of the three series of sessions. In order to continue working with FFN providers, KLRN will organize 4 FFN resource fairs where informal caregivers will be invited and community agencies will offer services that benefit FFN

providers. The resource fairs will also offer break out sessions with more in-depth training as well as free child care. A culminating event will take place in August in appreciation for their commitment in preparing the children in their care for success in school.

Summary of successes with similar projects – KLRN and Family Service Association have successfully conducted projects like EARLY ON. KLRN's Ready To Learn™ links educational television programming to curriculum for childcare providers, Even Start teachers and extension agencies through the "Train the Trainer" model. Family and Schools Together, a program of Family Service Association, has been shown to increase family involvement in children's lives, decrease stress levels in homes, and improve children's school behavior.

Balanced Scorecard Performance Plan

Agency Name:	Alamo Public Telecommunications Council dba KLRN		
Project/Program:	Kindergarten Readiness Program		
Contract Period:	10/01/05 – 9/30/06	Allocation:	\$506,108

Program Objectives	Children will enter kindergarten ready to learn; increased awareness on the part of parents and the community; improved communication between early childhood caregivers and elementary school staff; increased expectations on the part of the early childhood provider systems
Targeted Participants	Children aged 3-5 and the adults who interact with them within the boundaries of the model schools and designated childcare centers.

PERFORMANCE MEASURES

DCI Strategic Objective: <i>Agency Measure:</i>	Provide Comprehensive Community Based Family Strengthening Services Unduplicated Participants Served <i>#(1) Home-based (Family, Friends, Neighbors) caregivers and (2) parents who participate in the project.</i>	923
DCI Strategic Objective: <i>Agency Measure:</i>	Provide Comprehensive Community Based Family Strengthening Services Total unduplicated Child Participants <i>Total number children reached.</i>	425
DCI Strategic Objective: <i>Agency Measure:</i>	Coordinate and Foster Strategic Partnerships with Outside Agencies Community Awareness Activities <i># Neighborhood events held throughout the city to promote school readiness.</i>	15
DCI Strategic Objective: <i>Agency Measure:</i>	Promote Access to School Readiness Initiatives Family, Friends & Neighbors Workshops <i># School readiness sessions offered to home-based caregivers (adopted series).</i>	102
DCI Strategic Objective: <i>Agency Measure:</i>	Promote Access to School Readiness Initiatives <i># Adult Clients Reached Monthly</i> <i>Average # parents and FFN caregivers informed (per month) in ways to promote school readiness.</i>	258
DCI Strategic Objective: <i>Agency Measure:</i>	Promote Access to High Quality Early Childhood Education Media Impact <i>Total # of times spots aired (TV, radio, etc.)</i>	1610
DCI Strategic Objective: <i>Agency Measure:</i>	Promote Access to High Quality Early Childhood Education Media Impact <i>Total # of TV spots, Radio PSA's and street banners created</i>	18
DCI Strategic Objective: <i>Agency Measure:</i>	Promote Access to High Quality Early Childhood Education Program Enhancement <i>Total # Activity Kits provided to Delegate Agencies for their Clients</i>	600
DCI Strategic Objective: <i>Agency Measure:</i>	Promote Access to School Readiness Initiatives <i>% Adult Participants with Improved Knowledge</i> <i>% FFN caregivers and parents reporting improved knowledge and usage of School Readiness Guidelines that help the child/children be ready for school. (Instrument used: adopted questionnaires).</i>	85%

Explanatory notes:

Attachment II BUDGET

TOTAL AGENCY BUDGET Attachment II

Revision #1

Agency Name: Alamo Public Telecommunications Council dba KLRN

REVENUES & EXPENDITURES	Actual Revenue FY 2003	Actual Expenditure FY 2003	Actual Revenue FY 2004	Actual Expenditure FY 2004	Projected Revenue FY2005	Proposed Revenue FY2006
1. City of San Antonio (COSA)	\$280,761	\$280,761	\$280,136	\$280,136	\$305,177	\$506,108
2. Local Government (other than COSA)						
3. State Government						
4. Federal Government						
5. United Way						
6. Foundation Grants						
7. Donation						
8. Other (list)						
TOTAL	\$280,761	\$280,761	\$280,136	\$280,136	\$305,177	\$506,108

TOTAL AGENCY ADMINISTRATIVE COST ALLOCATION*					
	36%		36%		36%

*Administrative cost allocations are to be reported on the total agency's budget

IN-KIND					
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In-Kind should not be included in Revenue Category; list under In-Kind Category.

Identify the type of In-Kind being reported and how it was calculated.

Example: Volunteer hours multiplied by minimum wage rate

Instructions

Volunteer hours should be calculated at minimum wage rate unless performed by a licensed professional such as a physician, psychologist, attorney, etc.

Attach a 2nd page providing detail of each funding category.

Example: City of San Antonio General Fund \$XXX
 C.S.B.G. - \$XXX
 C.D.B.G. - \$XXX

NOTE: Funding from the City will be limited to not more 50% of the total agency revenues for FY2006.

This total agency revenue will be calculated based on this page, not on the program budget.

**Attachment II BUDGET
 SPECIFIC PROGRAM BUDGET
 Revision #1**

Agency Name: Alamo Public Telecommunications Council dba KLRN

Program Title: Early On School Readiness Program

Cost Category	Cost Allocation				Total
	Requested from City		*Other Sources		
	\$ Amount	%	\$ Amount	%	
Personnel Services	159,976	100%		0%	\$159,976
Contractual Services	226,878	100%		0%	226,878
Commodities	114,574	100%		0%	114,574
Fixed Charges	-	#DIV/0!		#DIV/0!	0
Capital Outlay	4,680	100%		0%	4,680
Total	506,108	100%	\$0	0%	\$506,108

* Identify all other costs of program, which are NOT requested to be funded by the City of San Antonio on this page only.

**PROFESSIONAL
SERVICES CONTRACT**

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

This Contract is made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its Director of the Department of Community Initiatives and United Way of San Antonio and Bexar County (hereinafter referred to as "CONSULTANT") as authorized by CITY Council on _____, 2006, pursuant to Ordinance No. _____.

WHEREAS, the CITY has negotiated with the CONSULTANT to provide childcare consumer awareness and education in support of the Department of Community Initiatives family strengthening initiative (hereinafter referred to as "the Project"); and

ACCORDINGLY, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

I. TERM

- 1.1 This Contract shall commence on October 1, 2005 and shall terminate on September 30, 2006 unless earlier termination or extension shall occur pursuant to any provision hereof.
- 1.2 Other provisions of this Contract notwithstanding, the Director of Department of Community Initiatives shall be authorized to approve any extension of this Contract, not exceeding six (6) months beyond the term listed under Section 1.1 herein, to allow for the completion of services hereof.

II. CONTRACT PRICING AND BILLING

- 2.1 The total of all payments and obligations made and incurred by CITY under this Contract, in consideration for CONSULTANT's performance of services under this Contract, shall not exceed the total amount of \$50,000.00.
- 2.2 Unless otherwise provided for in the Statement of Work and Budget attached hereto and incorporated herein as Attachment A, an initial invoice, based on the payment terms set forth in Section 2.1 of this Contract and consistent with the number of hours actually worked by CONSULTANT, will be billed to the CITY thirty (30) days after the execution date of the Contract and, after initial billing, invoices consistent with the above will be submitted every thirty (30) days thereafter until the completion of the Contract. The information contained in such invoices shall be in such detail as may be required by CITY. CITY shall pay CONSULTANT upon the delivery by CONSULTANT to CITY of an invoice and the approval of said invoice by the Director of Community Initiatives. Upon approval of the invoice by CITY, CITY shall pay CONSULTANT no later than thirty (30) days after the date of such approval, provided however that such approval shall be based upon satisfactory completion of the work described in Attachment A. The question of satisfactory completion of said work shall be determined by the City alone and its decision shall be final.

- 2.3 Final Payment due under the Contract will not be paid until the all work, reports, data, documents and any other unfinished services necessary to complete performance under the Contract have been received, performed and are approved by the CITY, as meeting all the tasks required hereunder in Section 3.1. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.
- 2.4 CITY shall not be obligated or liable under the Contract to any party, other than CONSULTANT, including any subcontractors, for payment of any monies for provision of any goods or services.
- 2.5 All expenses necessary to provide and complete the services required hereunder, including any travel, project related and administrative expenses, shall be included in the total costs of the CONTRACT referenced in Section 2.1 of the CONTRACT.

III. SCOPE OF SERVICES

- 3.1 The CONSULTANT will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the CITY and in compliance with the Statement of Work and Budget, attached hereto and incorporated herein as Attachment "A". The CONSULTANT understands and agrees that Attachment A is a part of the CONTRACT, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the CONSULTANT as completely and fully are the obligations, conditions, tasks, products, and representations imposed by this CONTRACT.

IV. TERMINATION

- 4.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 4.2 TERMINATION BY NOTICE: The CONTRACT may be canceled by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination. Any CITY funds held in any escrow account(s) shall be returned to the CITY within thirty (30) calendar days after the effective termination date.
- 4.3 TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.
- 4.4 TERMINATION BY LAW: If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this CONTRACT shall automatically terminate as of the effective date of such prohibition.

- 4.5 EFFECT OF TERMINATION: The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT'S sole cost and expense.
- 4.6 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination.
- 4.7 Upon termination or cancellation of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records. Within thirty (30) calendar days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY or its employees. No waiver of existing default shall be deemed to waive any subsequent default.
- 4.8 In the event that through action or no action initiated by the CITY of San Antonio, the CITY'S legislative body does not appropriate funds for the continuation of a contract and has no funds to do so from other sources, the contract may be terminated. To effect this termination, the CITY shall, 30 days prior to the period for which funds are not appropriated, send the CONSULTANT written notice stating that the CITY of San Antonio failed to appropriate funds.

V. INDEPENDENT CONTRACTOR

- 5.1 It is expressly understood and agreed that the CONSULTANT is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the CITY shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 5.2 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.
- 5.3 Any and all of the employees of the CONSULTANT, wherever located, while engaged in the performance of any work required by the CITY under this CONTRACT shall be considered employees of the CONSULTANT 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 CONSULTANT.

VI. CONFIDENTIALITY

- 6.1 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this Contract shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY. In the event CONSULTANT receives any such request, CONSULTANT shall forward such request to CITY immediately.
- 6.2 CONSULTANT shall establish a method to secure the confidentiality of records and information that CONSULTANT may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY'S right of access to records or other information under this CONTRACT.

- 6.3 CONSULTANT shall comply with the confidentiality procedures pertaining to records and other information in accordance with the applicable Federal laws, State laws, the San Antonio CITY Charter, CITY ordinance, rules and regulations.
- 6.4 If the CONSULTANT receives inquiries regarding documents within their possession pursuant to the CONTRACT, the CONSULTANT shall immediately forward such request to the CITY for disposition.

VII. OWNERSHIP OF DOCUMENTS

- 7.1 In accordance with Texas law, CONSULTANT acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of CONSULTANT pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONSULTANT.

The term "*local government record*" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

- 7.2 The CITY shall own the copyright of whatever nature or extent and in all media whatsoever to any documents and records produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code. CONSULTANT and its employees, officers and agents, if any, shall be responsible for furnishing appropriate documentation confirming and/or transferring such copyright ownership in and to the CITY. Provided, however, nothing herein contained is intended nor shall it be construed to require CONSULTANT to transfer any ownership interest in CONSULTANT's best practice and benchmarking information to the CITY.

VIII. INTELLECTUAL PROPERTY

- 8.1 CONSULTANT shall pay all royalties and licensing fees. CONSULTANT shall hold the CITY harmless and indemnify the CITY from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if CONSULTANT has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the CITY.
- 8.2 Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, CONSULTANT will immediately:
- 8.2.1 Either:
- a) obtain, at CONSULTANT 's sole expense, the necessary license(s) or rights that would allow the CITY to continue using the programs, hardware, or both the programs

and hardware, as the case may be, or,

b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

c) reimburse the CITY for any expenses incurred by the CITY to implement emergency backup measures if the CITY is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

8.2.2 CONSULTANT further agrees to:

a) assume the defense of any claim, suit, or proceeding brought against the CITY for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

c) indemnify the CITY against any monetary damages and/or costs awarded in such suit;

Provided that:

- CONSULTANT is given sole and exclusive control of all negotiations relative to the settlement thereof, but that CONSULTANT agrees to consult with the CITY Attorney of the CITY during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the CITY,
- that the Software or the equipment is used by the CITY in the form, state, or condition as delivered by CONSULTANT or as modified without the permission of CONSULTANT, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the CITY's negligent act or omission, and
- that the CITY promptly provide CONSULTANT with written notice within 15 days following the formal assertion of any claim with respect to which the CITY asserts that CONSULTANT assumes responsibility under this section.

IX. RECORDS

9.1 Upon completion of the Project, all records, data, finished or unfinished documents, reports, charts, schedules, or other appended documentation pertaining to the Project, and any related

responses, inquiries, correspondence and material, shall become the property of the CITY, and CITY shall be entitled to utilize the work product for appropriate purposes without further compensation to CONSULTANT.

- 9.2 CONSULTANT shall deliver all documents to the CITY, no later than 90 days from termination of the Contract, at CONSULTANT's sole cost and expense.
- 9.3 The CONSULTANT shall retain all records owned by or to which the CITY has access to, for the retention periods set forth in the Texas Local Government Records Act.
- 9.4 CITY shall be notified immediately by CONSULTANT of any requests, by a third party, for information pertaining to documentation and records obtained and/or generated under the Contract. As such, CONSULTANT understands and agrees that CITY will process and handle all such requests.

X. RIGHT OF REVIEW AND AUDIT

- 10.1 CONSULTANT and its subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this Contract and shall make such materials available to CITY, at CITY's Budget & Performance Assessment Department, 115 Plaza de Armas, San Antonio, Texas, at all reasonable times and as often as CITY may deem necessary during the Contract term, including any renewal and extension hereof, for the purpose of auditing, examining and making copies by CITY, and any of its authorized representatives.

XI. LICENSES AND CERTIFICATIONS

- 11.1 CONSULTANT warrants and certifies that CONSULTANT and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XII. CONFLICT OF INTEREST

- 12.1 CONSULTANT 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 Section 2-52 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as CITY owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.
- 12.2 Pursuant to section 12.1 of this CONTRACT, CONSULTANT 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. CONSULTANT further warrants and certifies that is has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY'S Ethics Code.

XIII. INSURANCE

13.1 CONSULTANT agrees to comply with the following insurance provisions:

- (a) No later than thirty (30) days from the date of execution of this agreement, CONSULTANT shall furnish an original completed Certificate(s) of Insurance to the CITY's Community Initiatives Department and CITY Clerk's Office, which 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 original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed 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 delivered to the CITY's Community Initiatives Department and the CITY Clerk's Office, and no officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement. If the CITY in its sole discretion determines that CONSULTANT 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, CONSULTANT shall pay for such audit.
- (b) The CITY reserves the right to review the insurance requirements of this section during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the CITY allow modification whereupon the CITY may incur increased risk.
- (c) A CONSULTANT's financial integrity is of interest to the CITY, therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by the CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at CONSULTANT'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 A- or better by A.M. Best Company and/or otherwise acceptable to the CITY, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation*	Statutory
Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
Professional Liability	\$1,000,000
2. Commercial General (public)	
Liability Insurance to include coverage for the following:	
a. Premises/Operations	
b. Independent contractors	For <u>Bodily Injury</u> and
c. Broad Form Contractual Liability	and <u>Property Damage</u> of
d. Products/completed operations	\$1,000,000 per
e. Broad Form Property Damage,	occurrence
to include fire legal liability**	\$2,000,000 general
f. Personal Injury	aggregate or its equivalent
	in umbrella or excess
	liability coverage

3. Business Automobile Liability*

a. Owned/leased vehicles	Combined <u>Single Limit</u> for <u>Bodily</u>
b. Non-owned vehicles	<u>Injury and Property Damage</u> of
c. Hired vehicles	\$1,000,000 per occurrence.

*if applicable

- * Worker's Compensation is not required for sole proprietorships, professional corporations and partnerships that employ only one individual to work under this contract. It is generally unnecessary for small businesses (15 or less employees) or contracts where the contractor's employees never enter City premises.
- * Professional Liability is required only when the consultant makes recommendations to change or directs City policy.
- * Business Auto is not required if the company/corporation has no vehicles registered in the company name or if the consultant never plans to drive to or in the City on City business.

- (d) The CITY shall be entitled, upon request and without expense, to receive copies of the policies 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 CONSULTANT shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.
- (e) CONSULTANT agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required 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;
 - The CONSULTANT'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; and
 - Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the CITY.
- (f) CONSULTANT 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 address:

CITY of San Antonio Community Initiatives Dept. P.O. Box 839966 San Antonio, TX 78283-3966	CITY of San Antonio CITY Clerk's Office P.O. Box 839966 San Antonio, TX 78283-3966
---	---
- (g) If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure 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 the agreement; however, procuring of said insurance by the CITY is an alternative

to other remedies the CITY may have, and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies the CITY may have upon CONSULTANT'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 CONSULTANT to stop work hereunder, and/or withhold any payment(s) which become due, to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its sub-contractor's performance of the work covered under this agreement.

- (h) It is expressly understood and agreed to by CONSULTANT that additional insurance (e.g. professional liability, motor truck cargo insurance, payment and performance bonds, builders risk, pollution, a fuel storage tank, environmental, commercial crime/fidelity bond, or other insurance as required by the CITY's Risk Manager) may have to be purchased by the CONSULTANT if the CITY determines at the time of contract execution that such insurance is applicable.

XIV. INDEMNITY

- 14.1 **CONSULTANT 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 CONSULTANT's activities under this Contract, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, CONSULTANT or subcontractor of CONSULTANT, 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. CONSULTANT shall promptly advise the CITY in writing of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this Contract and shall see to the investigation of and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.**
- 14.2 **It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by CONSULTANT 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 section 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.**

CONSULTANT 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.

XV. AMENDMENT

- 15.1 This Contract, together with its authorizing ordinance and attachments, if any, shall constitute the full and final agreement between the parties hereto.
- 15.2 Except where the terms of this Contract expressly provide otherwise, any amendment to this Contract shall not be binding on the parties unless such amendment be in writing, executed by both CITY and CONSULTANT and dated subsequent to the date hereof.
- 15.3 It is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. The CONSULTANT expressly agrees to comply with all applicable federal, state, and local laws.

XVI. NOTICE

- 16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient if in writing and sent certified mail, return receipt requested, postage prepaid, to CITY or CONSULTANT at the respective address set forth below or to any other address of which written notice of change is given:

CITY

City of San Antonio
Attn: Dennis J. Campa, Director
Department of Community Initiatives
115 Plaza de Armas, Suite 210
San Antonio, Texas 78205

CONSULTANT

United Way of San Antonio and Bexar County
P.O. Box 898
San Antonio, Texas 78293-0898
(210) 352-7050

XVII. LEGAL AUTHORITY

- 17.1 The person signing on behalf of CONSULTANT represents and warrants and certifies that he has full legal authority to execute this Contract on behalf of CONSULTANT and has authority to bind CONSULTANT to all the terms, conditions, provisions and obligations contained herein.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

- 18.1 Any subcontracts or assignments on interests entered into by CONSULTANT concerning work tasks for this CONTRACT shall be communicated in writing to CITY prior to the effective date of this CONTRACT and prior to commencement of any work subsequent to this CONTRACT's effective date. CONSULTANT shall not assign, sell, pledge, transfer or convey any interest in this CONTRACT, nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, to any other party without prior written consent of CITY, evidenced by passage of an ordinance to that effect by the San Antonio CITY Council. Any such attempt at an assignment will be void *ab initio*, and shall confer no rights on the purported

assignee. Should **CONSULTANT** assign, transfer, convey, delegate or otherwise dispose of any part of, or all of, its right, title or interest in this **CONTRACT**, the **CITY** may, at its option, cancel this contract and all rights, titles and interest of **CONSULTANT** shall thereupon cease and terminate, notwithstanding any other remedy available to **CITY** under this **CONTRACT**. The violation of this provision by **CONSULTANT** shall in no event release **CONSULTANT** from any obligation under the terms of this **CONTRACT**, nor shall it relieve or release **CONSULTANT** from the payment of any damages to **CITY** which **CITY** sustains as a result of such violation.

- 18.2 **CONSULTANT's** subcontractors may not voluntarily assign, transfer, subcontract or pledge, in whole or in part, any contract with **CONSULTANT** arising from or in relation to this **CONTRACT**, nor shall any involuntary transfer or assignment result in a transfer of any rights conferred by this **CONTRACT**. **CONSULTANT** shall indicate this limitation in all contracts with approved subcontractors.
- 18.3 **CONSULTANT** agrees to notify **CITY** any changes in ownership interest greater than 10%, or control of its business entity, not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to **CITY** under this **CONTRACT**, any such change of ownership interest or control of its business entity may be grounds for termination of this **CONTRACT** at the sole discretion of the **CITY**.
- 18.4 In no event shall such written consent, if obtained, relieve **CONSULTANT** from any and all obligations hereunder or change the terms of this **CONTRACT**.
- 18.5 **CITY** must approve all substitutions of subcontractors to determine if the disadvantaged business enterprise goal will be decreased by substitution of a disadvantaged subcontractor with a non-disadvantaged subcontractor.

XIX. SUCCESSORS AND ASSIGNS

- 19.1 This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, **CONSULTANT** may not assign this Contract without prior written consent of **CITY** in accordance with Section XVIII hereof.

XX. NON WAIVER

- 20.1 The granting or acceptance of extensions of time to complete the work or furnish the materials or reports required herein will not operate as a release to the **CONSULTANT** from any covenants and conditions required in this **CONTRACT**.

XXI. COMPLIANCE

- 21.1 **CONSULTANT** shall provide and perform all services under this **CONTRACT** in compliance with all applicable federal, state, local laws, rules and regulations.
- 21.2 The **CONSULTANT** 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 **CONSULTANT** to suspension of payments, termination of Contract, and debarment and suspension actions.
- 21.3 **CONSULTANT** 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, CONSULTANT agrees to abide by all applicable provisions of San Antonio CITY ordinance number 69403 on file in the CITY Clerk's Office. Additionally, CONSULTANT certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:

- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
- b. Section 504 of the Rehabilitation Act of 1973, as amended;
- c. The Age Discrimination Act of 1975, as amended;
- d. Title IX of the Education Amendments of 1972, as amended; and
- e. All applicable regulations implementing those laws.

- 21.4 The funding level of this contract is based on a **grant** to the Department of Community Initiatives by Alamo WorkSource. The allocation is based on a **grant** for the Office of Early Childhood and Department of Community Initiatives receipt of allocation through the **GRANT FUND**. The budget to this contract may be adjusted to correspond to the actual allocation. 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, CITY, as the party ultimately responsible for all matters of compliance with Alamo WorkSource and City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

XXII. VENUE AND GOVERNING LAW

- 22.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**
- 22.2 **ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

XXIII. SEVERABILITY

- 23.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future laws during the term of this Contract, including any extension and renewal hereof, it is the intention of the parties hereto that the remainder of the Contract shall not be affected thereby, and that in lieu of each clause or provision of the Contract that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the Contract.

XXIV. GENDER

- 24.1 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.

XXV. CAPTIONS

- 25.1 The captions contained in this Contract are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this Contract.

XXVI. ENTIRE AGREEMENT

26.1 This Contract, together with its authorizing ordinance and attachments, if any, embodies the final and entire agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract. No other agreements, oral or otherwise regarding the matters of this Contract shall be deemed to exist or to bind the parties unless same be executed in accordance with Section XV.

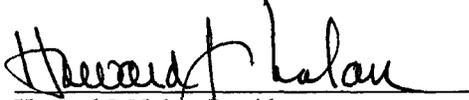
EXECUTED this the _____ day of _____, _____.

CITY

CONSULTANT

CITY of San Antonio, Texas

Dennis J. Campa, Director
Department of Community Initiatives



Howard J. Nolan, President
United Way of San Antonio and Bexar County

APPROVED AS TO FORM:

Assistant CITY Attorney

**Statement of Work and Budget
United Way of San Antonio and Bexar County**

Attachment A

Consultant agrees to abide by the following provisions and provide the following services:

- 1) Develop a consumer awareness and education campaign for Bexar and the 11 surrounding counties of Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina and Wilson.
- 2) In support of consumer awareness and education, consultant shall:
 - a) Develop an electronic newsletter and brochure, to include format & design by January 30, 2006
 - b) Develop an email database with consumer and child care provider information by February 15, 2006
 - c) Distribute first run of electronic newsletter & brochure to consumers and child care providers by March 1, 2006
 - i) Additional distribution runs shall be completed by June 1, 2006 and August 1, 2006
- 3) Develop and print the following outreach materials, by the dates indicated, for consumers:
 - a) One 211 Brochure 8,000 copies by January 31, 2006
Distribution: public presentations, workshops & via mail
 - b) One 211 Child Care Brochure 6,000 copies by February 28
Distribution: public presentations, workshops & via mail
 - c) One 211 Child Care Poster or Fact Sheet 1,000 copies by February 28
Distribution: public presentations, workshops & via mail
- 4) Maintain a database of all licensed childcare centers and registered family homes, and head start programs in Bexar and said surrounding 11 counties. Consultant agrees to utilize the *Data Fields for Child Care* listing in support of this Statement of Work and Budget, attached hereto and incorporated herein as Exhibit I
 - a) Identify public Pre-K programs in Bexar and surrounding 11 counties, determine feasibility of entering in database. Produce report outlining recommendations by March 30, 2006
 - i) Consultant agrees to enter public Pre-K programs into the database if so recommended in said feasibility study report by September 15, 2006
 - b) Call all child care providers and registered family homes to update information twice
 - i) Complete 1,400 calls by January 31, 2006 and 1,400 calls by August 31, 2006
 - ii) Enter changes into the database to update provider information by February 28 & September 15 and produce an audit trail report to document changes
 - c) Call head start programs to update information
 - i) Complete 100 calls by January 31, 2006 and 100 calls by August 31, 2006

- ii) Enter changes into database to update provider information by February 28, 2006 and September 15, 2006. Produce an audit trail report to document changes
- d) Provide database information to consumers and case managers via telephone and/or the internet, as requested
- 5) Provide child care and family resources and skills training to childcare providers and social service agency staff
 - a) Develop survey of child care providers in Bexar and the surrounding 11 counties to determine training interests and needs to be distributed and results tabulated by February 28, 2006
 - b) Conduct 4 training sessions 3 hours in length by August 31, 2006 for childcare providers and from interested social service agencies.
 - c) Consultant shall take record the names, affiliation and date on a sign-in sheet for each training session

Budget

Total budget for this project shall not exceed \$50,000.00 to be billed in the amounts indicated below, on or before the dates indicated:

- June 30, 2006 - \$30,000.00:
 - Consultant agrees to submit an invoice to CITY, not later than July 14, 2006, only for those tasks completed as identified in this Statement of Work and Budget for which all deadlines occur on or before June 30, 2006
 - Consultant agrees to include, applicable supporting documentation to said invoice such as: a program narrative, spreadsheets, telephone logs, mileage cards, sign-in sheets or any other applicable documentation required to reflect actual work performed and actual miles driven in support of this Statement of Work and Budget
- September 30, 2006 - \$20,000.00:
 - Consultant agrees to submit a final invoice to CITY, not later than October 30, 2006, only for those tasks completed as identified in this Statement of Work and Budget for which all deadlines occur between the dates of July 1, 2006 and September 30, 2006
 - Consultant may invoice for actual work performed and actual miles driven from October 1, 2005 through June 30, 2006, which had not been previously claimed in support of this Statement of Work and Budget
 - Consultant agrees to include, applicable supporting documentation to said invoice such as: a program narrative, spreadsheets, telephone logs, mileage cards, sign-in sheets or any other applicable documentation required to reflect actual work performed and actual miles driven in support of this Statement of Work and Budget

Data Fields for Child Care

Agency Name
Program Name
Address
Zip
City
Phone
Child Care Director
Program Description
Hours
Ages served
Is the childcare accredited?
Provide after school care?
Special Skills (staff)
Accept childcare subsidies?
Accept children with special needs?
Provide drop-in care?
Offers Pre-Kindergarten?
Provides transportation?
Full License?
Registered?
Provisional License?

2006 CHILD CARE DELIVERY SYSTEM PROGRAM

October 1, 2005 - September 30, 2006

26-039018

	BUDGET	REVISION #1 +/-	REVISED BUDGET
REVENUES:			
4501100 138000000373 CCDF - Early Child Care	28,038,718	(24,104)	28,014,614
4501100 138000000383 Fed Match CFDA 93.596	3,628,488	560,214	4,188,702
4501100 138000000409 Fed Match CF CFDA 93.596	1,100,000	-	1,100,000
4501100 138000000385 Foster Care CFDA 93.658	378,000	-	378,000
4501100 138000000386 Other Foster CFDA 93.575	126,000	-	126,000
4501100 138000000384 In Home CFDA 93.575	1,890,000	-	1,890,000
4501100 138000000407 National Emergency Grant CF CFDA 17.260	-	290,000	290,000
4501100 138000000370 CCDS - Operations CFDA 93.596	4,700,000	-	4,700,000
4501100 138000000388 Local Funded	-	1,200,000	1,200,000
TOTAL REVENUES	39,861,206	2,026,110	41,887,316

EXPENDITURES:

138000000370 CCDS - Operations			
5101010 Reg Salaries & Wages	2,267,121	35,000	2,302,121
5101030 Higher Class. Salary	5,000	-	5,000
5101050 Language Skill Pay	12,000	-	12,000
5103005 FICA	181,453	-	181,453
5105010 TMRS	295,306	-	295,306
5405040 Flex Benefits	500,808	-	500,808
5103010 Life Insurance	3,558	-	3,558
5405020 Worker's Disability Comp.	19,750	-	19,750
5103035 Personal Leave Buy Back	-	37,000	37,000
5403010 Communications : Telephones	96,000	-	96,000
5403030 Rental of Pagers	1,425	-	1,425
5205010 Mail & Parcel Post	42,500	-	42,500
5206010 Rental of Facilities	288,894	-	288,894
5205020 Rental of Equipment	16,250	-	16,250
5208020 Inter-Fund Rent of City Motor Pool	7,600	-	7,600
5207010 Travel - Official	2,250	-	2,250
5203090 Car Expense Allowance	6,900	-	6,900
5201025 Education	6,900	-	6,900
5204080 Maint & Rep. Mach & Equip	2,250	-	2,250
5204050 Maint & Rep Bldgs and Improvements	-	500	500
5201040 Fees to Prof. Contractors	14,800	10,000	24,800
5203040 Advertising & Publications	5,250	-	5,250
5203050 Membership Dues & Lic.	700	-	700
5203060 Binding Printing & Repro.	10,000	-	10,000
5203070 Subscriptions to Publications	150	-	150
5202025 Other Contractual Services	300	-	300
5302010 Office Supplies	16,545	5,000	21,545
5304010 Food	150	-	150
5304050 Tools, Apparatus & Accessories	150	-	150
5301030 Maint & Rep. Material - Mach & Equip	350	-	350
5304075 Computer Software	34,000	-	34,000
5304080 Other Commodities	200	-	200
5405030 Liab. , Hazard & Fidelity	30,000	-	30,000
5501065 Furniture & Fixtures	-	4,750	4,750
5501000 Computer Equipment	-	-	-
Total 138000000370	3,868,560	92,250	3,960,810

2006 CHILD CARE DELIVERY SYSTEM PROGRAM

October 1, 2005 - September 30, 2006

26-039018

	BUDGET	REVISION #1 +/-	REVISED BUDGET
138000000371 CCDS - AADC			
5202020 Contractual Services	709,012	-	709,012
Total 138000000371	709,012	-	709,012
138000000372 CCDS - Administration			
5101010 Reg Salaries & Wages	236,947	-	236,947
5103005 FICA	19,975	-	19,975
5105010 TMRS	28,053	-	28,053
5405040 Flex Benefits	24,417	-	24,417
5103010 Life Insurance	1,000	-	1,000
5405020 Workers Comp	1,850	-	1,850
5103035 Personal Leave Buy Back Pay	5,000	-	5,000
5206010 Rental of Facilities	5,000	-	5,000
5208020 Rent of City Motor Pool	300	-	300
5207010 Travel - Official	6,000	-	6,000
5201025 Education	1,500	-	1,500
5203090 Car Expense Allowance	3,500	-	3,500
5201040 Fees to Professional Contractors	2,700	-	2,700
5202010 Temporary Services	3,500	-	3,500
5203070 Subscriptions to Publications	300	-	300
5202025 Other Contractual Services	386	-	386
5304075 Computer Software	1,400	-	1,400
5304080 Other Commodities	850	-	850
5501000 Computer Equipment	3,750	-	3,750
Total 138000000372	346,428	-	346,428
138000000409 CCDS - Federal Match Carry Forward			
5202025 Fees to Other Contractors	990,000	-	990,000
Total 138000000409	990,000	-	990,000
138000000383 CCDS - Federal Match			
5202025 Fees to Other Contractors	3,628,488	504,214	4,132,702
Total 138000000383	3,628,488	504,214	4,132,702
138000000407 NEG Carry Forward			
5202025 Fees to Other Contractors	-	253,750	253,750
Total 138000000407	-	253,750	253,750
138000000384 CCDS - In Home			
5202025 Fees to Other Contractors	1,800,000	-	1,800,000
Total 138000000384	1,800,000	-	1,800,000
138000000385 CCDS - Foster Care			
5202025 Fees to Other Contractors	360,000	-	360,000
Total 138000000385	360,000	-	360,000
138000000386 CCDS - Other Foster			
5202025 Fees to Other Contractors	120,000	-	120,000
Total 138000000386	120,000	-	120,000
138000000374 CCDS - Income Eligible			
5202025 Fees to Other Contractors	-	-	-
Total 138000000374	-	-	-
138000000375 CCDS - Transitional			
5202025 Fees to Other Contractors	-	-	-
Total 138000000375	-	-	-
138000000376 CCDS - Choices			
5202025 Fees to Other Contractors	-	-	-
Total 138000000376	-	-	-

2006 CHILD CARE DELIVERY SYSTEM PROGRAM

October 1, 2005 - September 30, 2006

26-039018

	BUDGET	REVISION #1 +/-	REVISED BUDGET
138000000380 CCDS - Workforce Applicant			
5202025 Fees to Other Contractors	-	-	-
Total 138000000380	-	-	-
138000000382 CCDS - Food Stamp E&T			
5202025 Fees to Other Contractors	-	-	-
Total 138000000382	-	-	-
138000000373 CCDS - DC Clearing Account			
5202025 Fees to Other Contractors	28,038,718	(24,104)	28,014,614
Total 138000000373	28,038,718	(24,104)	28,014,614
138000000388- Local Funded			
5407030 Avance - Kindergarten Readiness	-	114,600	114,600
5407030 Family Service Association - Quality Activities	-	22,666	22,666
5407030 Family Service Association - Early On	-	141,328	141,328
5407030 KLRN - Early On	-	286,108	286,108
5407030 NISD - Even Start - Kindergarten Readiness	-	116,400	116,400
5407030 Positive Beginnings - Kindergarten Readiness	-	56,400	56,400
5407030 UTSA - School Readiness Project	-	79,391	79,391
5407030 YWCA of SA - Kindergarten Readiness	-	80,785	80,785
5201040 GF Match - Local Initiatives	-	302,322	302,322
Total 138000000388	-	1,200,000	1,200,000
TOTAL EXPENSES	39,861,206	2,026,110	41,887,316