

BOARD OF TRUSTEES
AGENDA

<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Regular	<input type="checkbox"/>	Special
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- (A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) Action Item

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

Approve the Interlocal Agreement between the COSA and SSAISD / After School Challenge Program.

- (C) Funding Source: Identify the course of funds if any are required

N/A

- (D) Clarification: Explain any question or issues that might be raised regarding this item.

**SSAISD BOARD AGENDA
SUMMARY FORM**

AGENDA TITLE: Approve Interlocal Agreement with the COSA

PURPOSE: DISCUSSION
 ACTION

REQUESTED BY: Ms. Jenny Arredondo Interim Executive Director of Support Services

PRESENTER: Ms. Jenny Arredondo Interim Executive Director of Support Services
 Ms. Dyanne Martinez Munoz Assistant Athletic Director

MEETING DATE: January 16, 2013

1. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

Approve the Interlocal Agreement between the COSA and SSAISD for the After School Challenge Program

II. BACKGROUND INFORMATION

See Attached

III. ALTERNATIVES CONSIDERED (if applicable)

N/A

IV. RECOMMENDATION AND IMPACT

N/A

V. 2012-2013 DISTRICT GOAL AND CORRESPONDING DEPARTMENTAL INITIATIVE

VI. FUNDING SOURCE-PROGRAM AND/OR BUDGET CODE



Approved by Executive Director

<p>STATE OF TEXAS</p> <p>COUNTY OF BEXAR</p>	<p>§</p> <p>§</p> <p>§</p>	<p>INTERLOCAL AGREEMENT</p> <p>BETWEEN CITY OF SAN ANTONIO</p> <p>AND</p> <p>SOUTH SAN INDEPENDENT SCHOOL DISTRICT</p>
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This agreement (“Agreement”) is entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation, (hereinafter called "City"), acting by and through its Director of the Department of Human Services pursuant to Ordinance No. 2012-09-13-0696, dated September 13, 2012 and South San Independent School District, a political subdivision of the State of Texas, acting by and through its Board of Trustees, hereto duly authorized, (hereinafter called "District").

WHEREAS, both parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, the City and District wish to collaborate to provide recreational and educational opportunities for children in the community during after school hours (hereinafter referred to as the “After School Challenge Program”); and

WHEREAS, the District owns various educational facilities which are available for use for approved activities during after school hours; and

WHEREAS, City desires to provide funding to District in order for District to conduct the After School Challenge Program for children at its various educational facilities; and

WHEREAS, the City and the District have come to an agreement regarding mutually advantageous terms for the District to manage and operate the After School Challenge Program, and both desire that such agreement be memorialized herein; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1: Term

This Agreement shall commence on October 1, 2012 and shall terminate on September 30, 2013.

Section 2: Program Operation

- A. City and District agree that District shall manage and operate the After School Challenge Program for after school recreation, enrichment, and education for students enrolled in District’s schools and in compliance with the Scope of Work and SA2020 Scorecard attached hereto and incorporated herein for all purposes as Attachment I. District may subcontract the

- B. District and any approved Providers shall operate the After School Challenge Program in accordance with the standards approved by the District which comply with the State of Texas Department of Family and Protective Services requirements for operations of after-school programs by a school district.
- C. The District shall provide the following to children during the After School Challenge Program:
 - 1.) An hour daily combined homework assistance and tutoring;
 - 2.) A safe and conducive place for students to engage in educationally based activities, including but not limited to providing students with the opportunity to study, socialize, interact, and engage in recreational/physical fitness opportunities; and
 - 3.) A nutritious snack.
- D. The District understands and agrees that the After School Challenge Program shall be open for the required minimum days to only those students enrolled at District's schools during the 2012-2013 school year. District shall offer and operate the After School Challenge Program at no fewer than 3 campuses and shall maintain a combined minimum enrollment of 300 children.
- E. District shall start operation of the After School Challenge Program no earlier than the first day of school and operate a total of 153 days from the time of school dismissal until 6:00 PM each school day through the end of the term of this Agreement. District may operate the After School Challenge Program more than the authorized number of days, but Program expenses incurred beyond the authorized number of days or hours set forth in this Agreement shall be the sole responsibility of the District.
- F. The District shall provide the After School Challenge Program activities on early release days not to exceed 6 hours per day. Operation on early release days will count toward the required total number of days of operation.

Section 3: Consideration

- A. Subject to Sections 4.A. and B. herein, City will reimburse District \$84,297.00 for those costs incurred in operating the After School Challenge Program in accordance with the budget approved by the City. A program budget and related detailed line item budget for said After School Challenge Program, reviewed and approved by City, are attached hereto and incorporated herein for all purposes as Attachment II. The Budget may be revised through a "revision" if the total Agreement Budget remains the same, or through an Agreement "amendment," if there is an increase or decrease in the total Agreement Budget. Revisions and amendments shall be approved and signed by the Director of the Department of Human Services for the City in accordance with Section 19 of the Agreement. Revised budgets shall be approved and signed by the District's Superintendent; and amended budgets

- B. District understands and agrees that the funds provided to District from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of District's total agency revenues and expenses for the Agreement term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. District's total agency revenues and expenses derived from non-City sources and from the City is District's Total Budget. District shall comply with the matching fund requirements set by City Council that apply to this Agreement. City shall have no obligation to provide any funds hereunder until District demonstrates having secured the percentage of matching funds required of District, as follows: If District receives an aggregate amount of \$1,000,000.00 or more in City funds from all City funded contracts, then District shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If District receives less than an aggregate amount of \$1,000,000.00 in City funds from all City funded contracts, then District shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place prior to making any payments under this Agreement. Only funds that are available for use and actually expended to support the Program funded under this Agreement shall satisfy District's match requirement. Additionally, District understands and acknowledges that in-kind contributions of goods and services shall not count toward its matching fund requirements. Every time District expends City funds it shall spend a corresponding amount of non-City funds based on the applicable matching funds requirement set forth above ("Expenditure Ratio"). Beginning December 31st of the Agreement year, and at the end of each quarter thereafter during each Agreement year, District shall provide acceptable evidence, as determined solely by City, demonstrating that District has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. If District does not provide City with acceptable evidence that funds have been expended as required herein, District understands and agrees that City may reduce the amount of City funds provided to District in order to comply with the required Expenditure Ratio of City funds to non-City funds, without first obtaining the approval of City Council.
- C. It is expressly understood and agreed by the City and District that the obligations of both parties under this Agreement are contingent upon the appropriation of adequate funds to meet the liabilities of the parties hereunder; except, however, City shall reimburse District for those costs incurred in operating the After School Challenge Program in accordance with the

budget approved by the City prior to receipt by District of written notice of termination of this Agreement. In the event such funds are not appropriated in part or in whole by either party in accordance with that party's respective contributions, then the parties understand and agree that this Agreement may be terminated by either party upon receipt by the other party of reasonable written notice of termination; whereupon, this Agreement shall be of no further force or effect.

Section 4: Payment

- A. Invoices for reimbursement must be submitted to City on a monthly basis and no later than the 30th calendar day of each month, in the month after the period for which reimbursement of an expense is being requested. City shall reimburse the District for allowable costs within 30 days of City's receipt of invoice.
- B. Additionally, District shall reimburse all Providers and subcontractors within 30 days of receipt of invoice for services performed in accordance with the approved Budget and requirements of this Agreement. District shall withhold payment for those invoice items with partial or no supporting documentation. District agree to reimburse Providers and subcontractors for 100% of workers compensation related to individuals contributing 100% of his or her time and effort to the After School Challenge Program. Workers compensation related to other individuals contributing less than 100% of his or her time and effort will be reimbursed on a prorated basis supported by time and effort reports or other documentation mutually agreed upon by District and Provider.
- C. District shall maintain a minimum Average Daily Attendance of 85% of the contracted enrollment in the After School Challenge Program as outlined in the plan approved by City, in order to receive reimbursement of related costs from the City.

Section 5: Program Site, Supplies, and Maintenance

- A. District shall provide educational facilities for the After School Challenge Program, adequate in size for all of the participants and activities to be provided at each campus (the combined facilities utilized for the programs at each campus is hereinafter referred to as "Program Site" and the Program Sites are collectively referred to as "Program Sites"). The Program Sites may include a combination of classrooms, cafeteria, lab rooms, or libraries. If District intends to utilize other educational facilities within a campus, the District must obtain the City's approval prior to implementation into the programs. The District shall also reserve and keep secure space for the storage of the Agreement funded equipment as is appropriate and necessary for the number of program participants at each Program Site.
- B. Program Sites for the After School Challenge Program shall be located at District campuses only.
- C. District shall provide supplies as necessary so as to facilitate the provision of recreational and educational activities for the After School Challenge Program.
- D. The District shall provide utilities and custodial services at all Program Sites.

Section 6: Program Participation

- A. Participation in the After School Challenge Program shall be open to all of District's students attending the Program Site where said Program is offered. At a minimum, students must be in kindergarten and must be 5 years old as of September 1st of the school year covered by this Agreement in order to enroll. However, enrollment of 5 year olds may be limited depending on licensing requirements.
- B. The District shall not restrict registration at Program Sites other than as outlined in this Agreement.
- C. District shall collect an annual fee for participation in the After School Challenge Program in accordance with the fee structure adopted by City Council and in effect at the time of collection. District understands and agrees that the fees are revenues belonging to the City and that the District is required to maintain accurate and complete records demonstrating collection in compliance with applicable law and established policies. With prior approval and at the sole option of the Director of the Department of Human Services, District will either (a) be required to return to the City's Department of Human Services the annual fees collected, or (b) District may be permitted to retain such funds. If District is authorized to retain fees collected, then District understands and agrees that the City may deduct the amount retained from subsequent reimbursements (i.e., the amount due District from invoices submitted for reimbursement under this Agreement shall be offset by the amount retained). District also agrees that if the District has collected an amount greater than that which the District is entitled or due under the Agreement after reconciliation, then District shall immediately deliver to the City the amount due to the City no later than ten (10) days from the date of receipt by District's Board of Trustees at a lawfully convened meeting of written notification by the City.

Section 7: Program Staff

- A. The District shall provide at least one professional educator (hereinafter referred to as "Site Facilitator") as part of District's staff at each Program Site. Each Site Facilitator shall be the liaison between the Program and the District and shall have oversight responsibility at the Program Site to which he or she is assigned.
- B. For the After School Challenge Program, District, through its Site Facilitator for each Program Site, shall monitor on a daily basis participant attendance and staffing to ensure that District's participant to staff ratio shall always be maintained at a maximum ratio of 25:1.
- C. All District employees that are employed to satisfy the maximum 25:1 ratio of participants to staff in the After School Challenge Program, shall remain with the participants at all times, and must be free of non-program related duties (e.g., custodial duties) during the hours of operation. Accordingly, Site Facilitators shall not be assigned to serve as staff assigned to provide direct child care. All employees acting as staff of the District for the contracted services shall be under the direct supervision of the Site Facilitator for the Program Site and, ultimately the District during the After School Challenge Program hours of operation.

- D. The District shall be responsible for assessing the number of the District's participants with special needs and for employing staff qualified to assist special needs participants. Staff members provided by District to assist special needs participants shall be in addition to the staff required to maintain the 25:1 participant to staff ratio.

Section 8: Snack Component

- A. The District shall be responsible for providing snacks, in cooperation with the United States Department of Agriculture (USDA) free snack program, at each District campus that qualifies for the free snack program and is being used as a Program Site for the After School Challenge Program. Expired foods and those lacking nutritional value shall not be served to participants.
- B. The District shall be responsible for ensuring that the After School Challenge Program staff serves the snack in accordance with USDA guidelines.

Section 9: Equipment and Property

- A. The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City upon termination of this Agreement, for whatever reason. The District agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination of this Agreement. Equipment that has transferred to the District for use in the After School Challenge Program through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.
- B. District shall be responsible for procuring necessary equipment/property for the After School Challenge Program. However, if City funds are used to procure such equipment/property, District agrees that such equipment/property purchased with City funds may not be disposed of without receiving prior written approval from the Department of Human Services. If the City provides its approval for disposal, District shall take necessary action to dispose at its sole expense unless otherwise mutually agreed upon. In cases of theft and/or loss of equipment/property procured with City funds, it is the responsibility of the District to replace it with like equipment/property at market value for its age and condition. City funds cannot be used to replace equipment/property originally procured with City funds; however, City funds may be used to replace equipment/property originally procured with District funds. All replacement equipment/property will be treated in the same manner as equipment/property purchased with City funds.
- C. District shall maintain records on all items obtained with City funds to include:
 - (1) A description of the equipment, including the model and serial number, if applicable;
 - (2) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
 - (3) An indication of whether the equipment is new or used;
 - (4) The vendor's name (or transferred from);

- (5) The location of the property;
 - (6) The property number shown on the property tag; and
 - (7) A list of disposed items and disposition
- D. The District is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. District shall report damage to equipment/property purchased or leased with City funds, notwithstanding absence of intent or a determination that the damage was relatively insignificant, reasonable wear and tear excepted, to the Department of Human Services. All equipment/property purchased or leased with City funds which are determined by District to be stolen, missing, intentionally and significantly damaged, and/or destroyed shall be reported to the local Police Department. The District shall make such reports immediately and shall notify and deliver a copy of the official report to the Department of Human Services within seventy-two (72) hours from the date that District determines that such equipment was stolen, is missing, was intentionally and significantly damaged and/or was destroyed. The report submitted by the District to the Department of Human Services shall minimally include:
- (1) A reasonably complete description of the missing damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
 - (2) A reasonably complete description of the circumstances surrounding the theft, damage or destruction; and
 - (3) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.
- E. All equipment purchased under this Agreement shall be fully insured against fire, loss and theft. For purposes of such insurance, the District may self-insure. The District may, at its option, require the Provider(s) to provide the required insurance coverage.
- F. The District shall provide an annual inventory of assets purchased with funds received through the City to the Department of Human Services.

Section 10: Travel

- A. The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.
- (1) District agrees that mileage reimbursement paid to District's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. District further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record in the vehicle. Mileage records are subject to spot-checks by the City. District shall encourage the participation by its

employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the District.

- (2) District agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Agreement, District shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

Section 11: Program Evaluation and Record Keeping Requirements

- A. District agrees to maintain full and accurate records regarding: the number of participants attending each Program Site to include the activities planned and provided to the participants; the number of hours worked by the staff; the staff involved; attendance records for participants; improvement in grades or testing by participants and all other pertinent information regarding the program.
- B. The Department of Human Services is assigned monitoring, fiscal control, and evaluation of projects such as the After School Challenge Program. Therefore, at such times and in such form as may be reasonably required by the Department of Human Services, the District shall furnish to the Department of Human Services, such statements, records, data, policies, procedures, and information and permit the City to have interviews with its personnel, board members and, subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), program participants pertaining to the matters covered by this Agreement.
- C. The SA2020 Scorecard reviewed and approved by City, for the After School Challenge Program is attached hereto and incorporated herein as Attachment I. At the start of the Agreement term, a Contract Monitoring Report containing projected monthly performance measures for the entire Agreement term shall be developed by District, or its Provider with approval by the District, and approved by designated Department of Human Services monitoring staff based upon the SA2020 Scorecard. District shall submit to the Department of Human Services a completed Contract Monitoring Report, which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission, no later than the 8th business day of each month. A copy of the Contract Monitoring Report Form is attached hereto and incorporated herein as Attachment IV. If District subcontracts the performance of work pursuant to this Agreement, then measures by each approved Provider, which in the aggregate totals the District measures for After School Challenge Program services under this Agreement, must also be submitted to City. District shall also submit to the Department of Human Services such other reports as may be reasonably required by the City. District ensures that all information contained in all required reports submitted to City is accurate.
- D. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a),

- E. In accordance with Texas law, District acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code, Subchapter J, Chapter 441 of the Texas Government Code, Chapter 552 of the Texas Government Code, and applicable federal and state confidentiality laws. Thus, District agrees that no such local government records produced by or on the behalf of District pursuant to this Agreement shall be the subject of any copyright or proprietary claim by District.
- F. District acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time, unless otherwise prohibited by law. District further agrees to turn over to City all such records upon termination of this Agreement; except, however, that any and all educational records for those students participating in the Program shall be limited to information sufficient to demonstrate the number of students and the extent of improvement without violation of FERPA. Subject to the requirements of the Texas Public Information Act, District agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction; except, however, an educational record of a student may be released without such written permission to the student's parent, guardian, or other person in lawful control of the student if required under federal or state law.

Section 12: Sub-Contracting and Assignment

- A. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be assigned without the prior written approval of City.
- B. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of City. Any work or services approved for sub-contracting hereunder shall be sub-contracted only by written agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement.

Compliance by sub-contractors or Providers with this Agreement shall be the responsibility of District. District agrees that payment for services of any sub-contractor or Provider shall be submitted to District and District alone, and District shall be responsible for all payments to sub-contractors or Providers.

Section 13: Relationship of Parties

- A. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.
- B. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

Section 14: Indemnity

District and the City acknowledge they are political subdivisions of the State of Texas and are subject to comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

Section 15: Insurance

District and the City each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

Section 16: Termination

Should either party fail to fulfill, in a timely and proper manner, obligations under this Agreement, or if either party should violate any of the covenants, conditions, or stipulations of the Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement by sending written notice to the defaulting party of such termination and specify the effective date thereof. However, prior to termination, the non-defaulting party shall provide written notice of the unsatisfactory performance, violations or areas of non-compliance, and an opportunity to cure within 10 days after receipt of the non-defaulting party's notice. However, in cases where the health, safety and welfare of one or more children is at risk as a consequence of alleged unsatisfactory performance, violation or area of non-compliance by District, as initially determined by the City, then the City may suspend District's After School Challenge Program and/or require that the District immediately act to cure the deficiency and District hereby waives the right to receive 10 days' written notice; except however, the parties shall, together, immediately work to resolve any unsatisfactory performance, violation or non-compliance in cases where the health, safety and welfare of any student is alleged to be at risk. The District shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. It is further expressly understood and agreed by the parties that

District's performance upon which final payment is conditioned shall include, but not be limited to, the District's complete performance, of its obligations for which final payment is sought.

Section 17: Notices

Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, and addressed to:

City of San Antonio
Department of Human Services
After School Challenge Program
P.O. Box 839966
San Antonio, Texas 78283-3966

or to such other address on file with the District as City may provide from time to time in writing to the District. Notices to District shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, and addressed to District at:

South San Antonio Independent School District
Rebecca Robinson, Superintendent
5622 Ray Ellison Drive
San Antonio, TX 78252

or to such other address on file with the City Clerk as District may provide from time to time in writing to City.

Section 18: Approval of the City

Whenever this Agreement calls for approval by City, unless otherwise explained herein, such approval shall be evidenced by the written approval of the City's Director of the Department of Human Services or her designee, unless City Council approval is required.

Section 19: Entire Agreement; Amendments

- A. This Agreement in writing, constitutes the entire agreement, with any other written or oral agreement with District being expressly waived by District.
- B. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto. District also understands that the Charter of the City requires that all contracts with the City and amendments thereto be in writing and approved by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval by the City Council of the City, if permitted by all applicable local, state, and federal laws, and in the following circumstances:
 - 1. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement, or (b) \$25,000, whichever is the

2. modifications to the Scope of Work or SA2020 Scorecard, so long as the terms of the amendment stay within the other parameters set forth in Section 2 of this Agreement;
3. budget revisions within each Budget (Attachment II), so long as the total dollar amount of each Budget in this Agreement remains unchanged;
4. modifications to Section 3 herein to reduce the total amount of reimbursement that shall be made to the District by City, and to amend the After School Challenge Program budget accordingly which is set forth in Attachment II hereto, in the event that District does not meet the requirements set forth in Article I Overview of the COSA Funding Guide with respect only to the funding contribution ratios portion of such Overview, which is set forth in Attachment III hereto. District shall execute any and all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 19.B.4; and
5. Increases or decreases in Agreement funding based upon After School Challenge Program enrollment levels, and modifications to Agreement terms related to enrollment; provided, however, that the cumulative total of all After School Challenge Program contracts, as amended, shall not exceed the City's total budget for the After School Challenge Program for the current fiscal year. District shall execute any and all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 19.B.5.

Section 20: Miscellaneous

Each party agrees and understands that payment for all governmental functions or services under the Program and this Agreement shall be made from current revenues available to the paying party.

Section 21: Authority

Each of the signers of this Agreement hereby represents and warrants that they each have the authority to execute this Agreement on behalf of their respective governing entities. This agreement shall be signed in duplicate originals so that each party hereto shall have an original.

EXECUTED in duplicate originals on the dates indicated below, following approval of each party's governing authority.

**CITY OF SAN ANTONIO,
a Texas Municipal Corporation**

**SOUTH SAN ANTONIO
INDEPENDENT SCHOOL DISTRICT**

By: _____
Melody Woosley, Interim Director
Department of Human Services

By: _____
Rebecca Robinson
Superintendent

DATE: _____

DATE: _____

Approved as to Form:

Assistant City Attorney

ATTACHMENTS

Attachment I – Scope of Work and After School Challenge Program SA2020 Scorecard

Attachment II – Budget

Attachment III – COSA Funding Guide

Attachment IV – Contract Monitoring Report



CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

SCOPE OF WORK

**SOUTH SAN ANTONIO ISD
AFTER SCHOOL CHALLENGE PROGRAM
FY 2012 – 2013**

PROGRAM OBJECTIVE: The program's goal is to increase the overall developmental assets of children and youth. The program's objectives are 1) improving students' grades; 2) assuring that students pass to the next grade level; and 3) assuring that students pass the State Test.

Implementation Strategy – SSISD will provide after school care for children on campus at targeted schools. Programming will be offered after school and will provide organized learning centers with enrichment activities for students. Activities will include educational games, arts & crafts, and reading. SSISD will also supervise recreation and sports activities using school facilities. A snack will be provided to students each day. SSISD will also coordinate tutoring for students needing additional assistance. Students will be encouraged to complete homework while they are participating in after school care.

TARGETED POPULATION: The South San Independent School District has provided ASCP programming to targeted schools since 2006. SSISD has provided quality educational programming to students in partnership with the YWCA of San Antonio. In 2008, we implemented a program fee based on a sliding scale established by the City of San Antonio in order to accommodate more families. SSISD has met all funding and reporting requirements by the City of San Antonio and will continue to serve the residents of SSISD.

NUMBER OF PARTICIPANTS/ CLIENTS SERVED: The South San Independent School District (SSISD) After School Challenge Program (ASCP) will serve 300 students at 3 targeted schools in SSISD during the 2012-2013 school year located in Council Districts 4 and 5.

Delegate Agency SA2020 Scorecard

Agency Name: South San Antonio Independent School District

Program Name: After School Challenge Program (ASCP)

Contract Amount: \$84,297

Contract Term: October 1, 2012 – September 30, 2013

Select SA2020 Category

Education

Select SA2020 Target Alignment

1. Kindergarten Readiness
2. 3rd Grade Reading Level
3. Increase High School Graduation Rates

Select SA2020 Target Alignment(s) that Apply to Program

1. School Age Care Programs will Increase Student Engagement in School Learning Through Regular Attendance
2. ASCP Activities are Directly Linked to School goals Through the Development of a Wide Range of Skills (STEM) that Children Need in Order to Succeed
3. ASCP will provide 153 Extended School Days in the South San Antonio Independent School District (SSAISD) for Not More Than 3 Hours from School Dismissal Time at 3 School Sites for Children Ages 5-13.

Data Source and Reporting

1. School District Student Information Database
2. Standardized Test Results
3. Attendance Logs/Records

Associated Outputs/Results

1. Number of Unduplicated Clients Served – 300
2. Average Daily Attendance Reported Monthly – (85% of 300 = 255) – 255

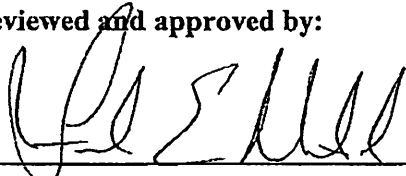
3. Number of Tutoring Hours/Homework Assistance Reported Monthly (1 hour x 153 days x 3 schools = 459) – 459
4. Number of Participants Maintaining a “C” or Above (or an “S” or above, or the equivalent used by the District for Kindergarten Students) in Reading (85% of 300 = 255 reported in January and June) – 255
5. Number of Participants Progressing to the Next Grade Level (85% Of 300 = 255 reported in August) - 255

Quality Standards

1. Staff Quality – Professional and Paraprofessional staff demonstrates knowledge, skills, and strategies to support and promote academic improvement (reading, math, and science).
2. Quality of Instruction – Planned enrichment curriculum, tutoring/homework assistance, and college/workforce oriented readiness activities.
3. Program has sufficient and appropriate materials, equipment, and supplies available.
4. School district personnel provide program oversight and demonstrate administration skills of public education to meet State academic and fiscal requirements.

Explanatory Notes

Reviewed and approved by:



Program Monitor

12-20-12
Date



Senior Management Analyst

12-20-12
Date



Contract Administrator

12/21/12
Date

Attachment II

PROGRAM BUDGET

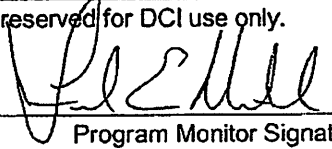
Agency Name: South San Antonio ISD


Program Title: After School Challenge Program


Cost Category	Cost Allocation				Total
	Requested from City		*Other Sources		
	\$ Amount	%	\$ Amount	%	
Personnel Services	\$77,158	100%		0%	\$77,158
Contractual Services	3,272	100%		0%	3,272
Commodities	2,580	100%		0%	2,580
Fixed Charges	1,287	100%		0%	1,287
Capital Outlay	0	#DIV/0!		#DIV/0!	0
Total	\$84,297	100%	\$0	0%	\$84,297

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

This section reserved for DCI use only.

Approved  9-27-12
 Program Monitor Signature Date

Approved  9/28/12
 Fiscal Monitor Signature Date

Approved  9/28/12
 Fiscal Planning Manager Signature Date

Attachment - II

LINE ITEM BUDGET DETAIL

Agency Name: South San Antonio ISD

Program Title: After School Challenge Program

All expenses on the Program Budget Detail Form must be validated by providing detailed information on how you arrived at the total. Detail should be provided ON THIS FORM. You may add lines where necessary.

COSA GL		Contractor's GL	DESCRIPTION			Total Cost to City
Personnel Services Schedule						
		Position Title	Daily Rate	% Budgeted to the City	Number of Days	
5101010	501-22-300	Program Director	\$138.50	16%	260	\$5,761.60
5101010	501-22-300	Program Assistant	\$138.50	5%	260	\$1,800.50
5101010	501-22-300	CFO	\$245.57	5%	260	\$3,192.41
5101010	501-22-300	Accountant	\$138.50	6%	260	\$2,160.60
5101010	501-22-300	Payroll Clerk	\$88.09	13%	260	\$2,977.44
5101010	501-22-300	ASCP Clerk	36.00	13%	159	\$744.12
5101010	501-22-300	12 Teachers x 2.75 x \$10	330.00	100%	153	\$50,490.00
5101010						0
5101010						0
5101010						0
5101010						0
5101010						0
5101010						0
5101010						0
5101010						0
5101010						0
Total Salaries 5101010			\$1,115			\$67,127
Personnel Services						
5103005	505-22-300	FICA (7.65% of Total Salaries)				\$5,135
5105010	510-22-300	Retirement (description & % paid by Employer) (\$130 x 12 months)				1,560
5104030	515-22-300	Health Insurance (\$69 x 12 months)				828
5103010		Life Insurance				
5402520	525-22-300	Worker's Compensation (required when salaries are budgeted) 2.15% of salaries				\$1,443
5402550	530-22-300	Unemployment Insurance (1.92% of \$55,470)				1,065
					Fringe Subtotal	10,031
Total Personnel Services (Salaries & Fringe Benefits)						\$77,158
Contractual Services						
5205010		Mail and Parcel Post Service				
5206010	620-22-300	Rental of Facilities (\$663 x 12 months x.13)				1,034
5205020	626-22-300	Rental of Office Equipment (\$314 x 12 months x.13)				490
5207010		Travel Official (provide location and description of expected out-of-town travel)				
5201025		Education				

LINE ITEM BUDGET DETAIL

Agency Name: South San Antonio ISD

Program Title: After School Challenge Program

All expenses on the Program Budget Detail Form must be validated by providing detailed information on how you arrived at the total. Detail should be provided ON THIS FORM. You may add lines where necessary.

COSA GL	Contractor's GL	DESCRIPTION	Total Cost to City
5203090	640-22-300	Transportation Fees (\$81.00 x 12 months)	972
5205050		Freight and Storage	
5204010		Linen and Laundry Service	
5204050	621-22-300	Maintenance and Repair - Buildings and Improvements (\$250 x 12 mths. X.13)	390
5204080		Maintenance and Repair - Machinery and Equipment	
5208530	603-22-300	Alarm and Security Services (\$5 x 12 mos x .13)	8
5201040	603-22-300	Fees to Professional Contractors (\$34 x 12 mos x .13)	53
5203040		Advertising and Publication	
5203050		Membership Dues and Licenses	
5203060	618-22-300	Binding, Printing and Reproduction (\$2,500 x .13)	325
5203070		Subscriptions to Publications (itemize)	
Total Contractual Services			\$3,272
Commodities			
5302010	605-22-300	Office Supplies (\$200 x 12 months x .13)	\$312
5303010	605-22-300	Janitorial Supplies (\$300x 12 months x .13)	468
5304005		Clothing and Linen Supplies	
5304010		Food for participants	
5304025		Motor Fuel and Lubricants	
5304040		Chemicals, Medical and Drugs	
5304045		Photographic Supplies	
5304050		Tools, Apparatus and Accessories (under \$100 each)	
5304070		Recreation Supplies	
5301010		Maintenance and Repair Materials (Buildings and Improvements)	
5301030		Maintenance and Repair Materials (Machinery and Equipment)	
5304075		Computer Software	
5304080	612-22-300	Other Commodities-Program Supplies for participants (\$6 x 300 months)	1,800
Total Commodities			\$2,580
Fixed Charges			
5403010	615-22-300	Telephone and Fax (\$135 x 12 months x .13)	211
5404530	622-22-300	Gas and Electricity (\$525 x 12 months x .13)	819
5404540	623-22-300	Water (\$15 x 12 months x .13)	23
5405030	630-22-300	Liability, Hazard, Fidelity Insurance (\$150 x 12 months x .13)	234
5407020		Direct Welfare Payments (to Participants)	

LINE ITEM BUDGET DETAIL

Agency Name: South San Antonio ISD

Program Title: After School Challenge Program

All expenses on the Program Budget Detail Form must be validated by providing detailed information on how you arrived at the total. Detail should be provided ON THIS FORM. You may add lines where necessary.

COSA GL		Contractor's GL	DESCRIPTION	Total Cost to City
			Total Other Expenditures	\$1,287
Capital Outlay				
5501000			Computer Equipment <\$5,000	
5501055			Machinery and Equipment - Other	
5501065			Furniture and Fixtures >\$5,000	
			Total Capital Outlay	\$0
			Total Program Budget	\$84,297

TOTAL AGENCY BUDGET

AGENCY NAME: South San Antonio ISD

REVENUES & EXPENDITURES	Actual Revenue FY 2011	Actual Expenditure FY 2011	Estimated Revenue FY 2012	Estimated Expenditure FY 2012	Projected Revenue FY 2013
1. City of San Antonio (COSA)	\$257,089	\$257,189	\$84,297	\$84,297	\$84,297
2. Local Government (other than COSA)	74,825,374	76,905,493	76,166,951	79,262,858	79,324,610
3. State Government					
4. Federal Government					
5. United Way					
6. Foundation Grants					
7. Donation					
8. Other (list)					
TOTAL	\$75,082,463	\$77,162,682	\$76,251,248	\$79,347,155	\$79,408,907

TOTAL AGENCY ADMINISTRATIVE COST ALLOCATION*

	2%		2%	
--	----	--	----	--

*Administrative overhead cost allocations are to be reported on the total agency's budget and may not exceed 20% of the City's allocation to the agency.

Administrative cost allocations should match the agency's Audit and/or IRS 990

CITY OF SAN ANTONIO
CONSOLIDATED HUMAN & WORKFORCE DEVELOPMENT SERVICES
FUNDING POOL
FUNDING GUIDE



FY 2013- 2014

Collaborative Effort

City of San Antonio

Department of Human Services

Economic Development Department

Grant Monitoring & Administration

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I. OVERVIEW

In an effort to maximize financial resources during fiscal years 2013 and 2014, the City of San Antonio (the "City") through its Department of Human Services, Economic Development Department, and Grants Monitoring Administration Department has established a Consolidated Public Service Funding process. Since funds provided are competitively allocated, organizations interested in providing and administering these Public Service activities is encouraged to submit a proposal highlighting their specific programs and detailing current resources available to conduct the anticipated activities. The competitive solicitation period shall begin in March 2012, and effectively culminate in submission of funding recommendations and budget adoption September 2012. Although some funding sources may be available around August 1, 2012, most funding sources shall be available for release on or about October 1, 2012. Other funds, as they may become available throughout FY13 and FY14 for services procured through the consolidated RFP may be awarded at a later date with approval of City Council of the City of San Antonio.

Funding from the Consolidated Human Development Services Funding Pool RFP of City Council ("City Funds") shall represent a limited percentage of the total agency revenues and expenses for FY2013 and FY2014, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses that represents non-City Funds is sometimes referred to as the agency's "match" requirement. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. Currently, if Contractor receives \$1,000,000.00 or more in City Funds through this RFP, then the amount of City Funds received shall be limited to not more than 65% of the revenues for all of Contractor's operations and activities that Contractor has budgeted to be expended each fiscal year for FY2013 and FY2014, respectively. If Contractor receives less than \$1,000,000.00 in City Funds through this RFP, then the amount of City Funds received shall be limited to not more than 50% of the revenues for all of Contractor's operations and activities that Contractor has budgeted to be expended each fiscal year for FY2013 and FY2014, respectively. These limits are not based on the revenues for the Project, but are based upon and determined by, the revenues for all of the Contractor's operations and activities in each contract year:

Contractor shall provide to the Managing City Department, acceptable evidence, as determined solely by the Director of the Managing City Department, that Contractor has secured revenues from sources other than from the City ("Non-City Funding") in an amount that meets the required limit no later than December 31, 2012 for Fiscal Year 2013 and no later than December 31, 2013 for Fiscal Year 2014. If Contractor does not provide the Managing City Department with acceptable evidence of the required amount of "Non-City Funding" by December 31 of respective contract year, then the Contractor understands and agrees that the Director of the Managing City Department may reduce the amount of "City Funds" provided to Contractor in order to comply with this limit without obtaining the approval of the City Council.

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

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

II. CONTRACT ADMINISTRATION

A. Department of Grants Monitoring & Administration Administered Contracts

All Contracts administered by the Department of Grants Monitoring Administration shall comply with the following Special Provisions:

- 1) Contractor understands and agrees from commencement date of contract execution to gather information and data relative to all programmatic and financial reporting.
- 2) Contractor understands and agrees that it will cooperate with the Department of Grants Monitoring Administration staff in such a way so as not to obstruct or delay its monitoring of Contractor's performance and that it shall designate one of its staffs to coordinate the monitoring process as requested by CITY staff.

Contractor shall ensure that all services are consistent with the City of San Antonio Consolidated Plan located at:
<http://www.sanantonio.gov/gma/pdf/RESOURCES/San%20Antonio%20Consolidated%20Plan%20Final.pdf>

Only CDBG Public Service funds will be distributed through the Requests for Proposals generated in connection with this Funding Guide.

B. Department of Human Services Administered Contracts

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

- 1) Contractor shall comply with the Department of Human Services' policy on Supportive Services as well as any other Department of Human Services policies applicable to Delegate Agencies. Applicable policies shall be provided to Contractor by said Department upon execution of the contract.
- 2) Contractor shall provide family outreach services and/or application assistance for the Children's Health Insurance Program (CHIP). Contractor shall also provide information on the TexCare Partnership program and application assistance for eligible children who are not currently covered under a health insurance plan. Contractor shall also maintain and provide to the City's Department of Human Services, in a monthly report, the following information:
 1. number of eligible children not covered by a health insurance plan; and
 2. Information and application assistance provided by the Contractor to eligible families.
- 3) Contractor shall disseminate information on the School Readiness Guidelines (hereinafter referred to as "Readiness Guidelines") program to all program participants and to the general public. Contractor shall maintain records on the amount and type of outreach efforts in its

dissemination of information on the Readiness Guidelines, and shall submit on monthly basis reports of said records to City's Department of Human Services.

- 4) The contractor shall disseminate information to the general public on information about the Women, Infants and Children (WIC) Program. The contractor shall assist families, who may be eligible for WIC services, in locating a WIC program office and provide the necessary referral to the family. The contractor shall provide information about other potential sources of food assistance in the local area to individuals who apply for the WIC program, but who cannot be served because the program is operating at capacity in the local area.
- 5) The contractor shall disseminate information to the general public on information about the Supplemental Nutrition Assistance Program (SNAP). The contractor shall assist families, who may be eligible for food stamps, in locating a program office and provide the necessary referral to the family.
- 6) The contractor shall become familiar with other basic health and human service programs offered through the Texas Department of Health, the Texas Department of Human Services, Bexar County, the City of San Antonio or other private/public agencies that assist low income families. The contractor shall be prepared to offer basic referrals to these services based on the individual needs of the family.
- 7) Contractor shall disseminate information to the general public on the benefits and eligibility for the Federal Earned Income Tax and Child Care Credits. Contractor shall provide participants with referrals to the City of San Antonio, Department of Human Services and Volunteer Income Tax Assistance (VITA) program. If available, the contractor shall provide office space for VITA volunteers to complete tax returns.
- 8) Contractor shall allow City's Department of Human Services' Family Assistance Division staff to train Contractor's staff in certifying participants for SAWS Water Affordability Program in client verification, application processes and monitoring the Campaign. Contractor staff shall provide assistance in the implementation of the SAWS Water Affordability Program Campaign. Contractor shall complete necessary documents and a monthly summary report on the number of households assisted, and forward said monthly reports to the Family Assistance Division Main Office, located at 106 S. St. Mary's St., 7th Floor, San Antonio, TX 78205. Family Assistance Division staff shall provide support for contractor in the execution of these tasks on an on-going basis. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.
- 9) Contractor agrees that it may be selected to provide eligibility determination services to the City for utility assistance credits through Projects WARM (*Winter Assistance Relief Mobilization*) and REAP (*Residential Energy Assistance Partnership, Inc.*) to low-income and elderly residents who are City Public Service ("CPS") customers. Contractors may, at the sole discretion of the City, be required to perform these duties.

If selected by City to conduct Project WARM and REAP eligibility determination services, Contractors understand and agree that said services are part of the consideration for the City's award of funds. Contractors further understand and agree that City may not compensate Contractors for said services. Contractor further understands and agrees that City may not reimburse Contractor for any costs or expenses associated with said services or for Contractor making assistance credit recommendations to City. Contractor shall allow

City's Department of Human Services' staff to train Contractor's staff in providing eligibility determination services for Projects WARM and REAP. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.

- 10) Contractor agrees that it may be selected to participate in the Homeless Management Information System (HMIS) project of the City of San Antonio funded through the U.S. Department of Housing and Urban Development. Participation in HMIS must meet all requirements of HMIS. Contractors may, at the sole discretion of the City, be required to perform these duties.
- 11) Contractor agrees to make reports to the City of San Antonio, Department of Human Services in the format requested by the City.

C. Economic Development ~~Department~~ Development Department Administered Contracts

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

- 1) Contractor shall comply with all Economic Development Department policies applicable to Delegate Agencies. Applicable policies shall be provided to Contractor by the Department upon execution of the contract.
- 2) Contractor shall become familiar with other basic health and human service programs offered through the Texas Department of Health, The Texas Department of Human Services, Bexar County, the City of San Antonio or other private/public agencies that assist low income families. Contractor shall be prepared to offer referrals to these services based on the individual needs of the participant.
- 3) Contractor agrees to make reports to the City of San Antonio, Economic Development Department in the form requested by the City.

III. Statutory Guidelines and Special Provisions

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

CITY has received certain funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, (hereinafter referred to as **Community Development Act**), as amended for utilization in connection with its Community Development Block Grant (CDBG) Program for Public Service. The federal government defines Public Service programs as "activities directed towards improving employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare, or recreational needs."

Income Eligibility Requirements for Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) is a grant provided by the U.S. Department of Housing and Urban Development. The Department of Grants Monitoring & Administration administers the grant for the City of San Antonio for use in revitalizing neighborhoods, providing affordable housing, expanding economic opportunities, and improving community facilities and services.

National Objectives:

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

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

Population to be served and Beneficiaries

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

The Department of Grants Monitoring & Administration has established a Funding Policy under which each application will be considered. This policy identifies a number of general and activity-specific objectives that must be met in order for an application to receive further consideration.

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

Contractors receiving contracts administered by the Department Grants Monitoring & Administration shall comply with the following Special Provisions:

1) The federal government defines Public Service programs as activities "directed towards improving the community's public services and/or facilities including, but not limited to, those concerned with employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare, or recreational needs." In most cases, as direct beneficiaries, clients benefiting from CDBG supported Public Service activities must be documented as having gross annual household incomes not exceeding eighty-percent (80%) of San Antonio's median income, adjusted for household size in accordance with HUD Section 8 Income Guidelines. **In addition, HUD CDBG regulations require the Public Service program to be a new service or demonstrate a quantifiable increase in the level of an existing service.**

2) Successful Proposers funded through CDBG will be subject to the following Special provisions:

- Department of Labor Regulations (29 CFR Part 5, as amended)
- The Copeland Anti-Kickback Act (18 USC 874), as amended, and as supplemented by Department of Labor regulations (29 CFR Part 3, as amended)
- The Contract Work Hours and Safety Standards Act (40 USC 327 et seq.), as amended, and as supplemented by Department of Labor regulations (29 CFR Part 5, as amended)

- Executive Order 11246 (Equal Opportunity), as amended, and as supplemented by Department of Labor regulations (41 CFR, chapter 60, as amended)
- CFR Title 24 CFR, Subpart A, Part 84, Procurement Standards for Non-Profits

3) Contractor shall comply with applicable uniform administrative requirements, as promulgated in Title 24 CFR 570.502.

4) Contractor further assures and certifies that if the regulations and issuances promulgated pursuant to the Community Development Block Grant rules and guidelines are added to, amended or revised, it shall comply with them or notify the City as provided in this Contract. Contractor understands and agrees that if the regulations and issuances promulgated pursuant to the Community Development Act are amended or revised, it shall comply with them or otherwise immediately notify City pursuant to the provisions of Article XXVI (26.1) of this Contract.

5) Contractor understands and agrees that eligible activities funded under the Community Development Block Grant (CDBG) Program, must meet the National Objectives as defined in the Code of Federal Regulations, 570.208 (a)(2)(1)(A), stating that the services provided must be a direct benefit to "low and moderate" income-limited clientele.

6) Contractor assures and certifies that it will comply with the requirements of the Community Development Act and with all applicable Community Development Block Grant (CDBG) regulations promulgated there under as Title 24 570.200 of the Code of Federal Regulations.

7) Contractor assures that all contractors and subcontractors receiving funds in connection with a CDBG funded project shall comply with, any and all applicable rules and regulations as contained in the CITY's Federal Compliance Manual. A copy of said Federal Compliance Manual shall be provided to Contractor as part of every Contract awarded in connection with this Project. **In the event of conflict between this Contract, and the Federal Compliance Manual, the Federal Compliance Manual shall control. Said Manual is attached hereto, and incorporated herein for all purposes as "Exhibit 2" to this Funding Guide.**

8) The following Special Condition Clauses are applicable to all CDBG, HOME, ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**B. Child Care Development Fund Block Grant (CCDF) CFDA #93.575 (ARRA funding-
CFDA#93.713)**

The City of San Antonio receives CCDF funds through a contract with the Alamo Workforce Development, Inc. d/b/a Workforce Solutions Alamo (hereinafter referred to as Worksource Solutions Alamo). Based on availability, federal matching funds will support local initiatives that improve the quality of early care and education programs for young and school age children through Quality Improvement Activities (QIA) and family strengthening strategies. Funding may be awarded from multiple sources including U.S. Department of Health and Human Services Child Care Development

Fund Block Grant (CCDF), Temporary Assistance to Needy Families (TANF), and the U.S. Department of Labor Welfare to Work or Workforce Investment Act (WIA) programs.

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

- Child Care and Development Block Grant Act of 1990 - CFR Title 45, Sections 98 and 99 contain the regulations for the implementation and operation of the CCDBG
- Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (HR3734) (Welfare Reform) amends 42 USC 9858 which creates the Child Care Development Fund (CCDF).
- Public Law 104-193
- Public Law 105-33
- USC Title 42, Section 9858 (The Omnibus Reconciliation Act of 1990) created the Child Care and Development Block Grant (CCDBG) and authorizes payment for certain child care and quality improvement activities.
- USC Title 42, Chapter 7, Subchapter II Section 418 – Social Security Act, as amended entitled Federal Old-Age, Survivors, And Disability Insurance Benefits
- USC Title 42, Chapter 7, Subchapter IV, Section 601 through 679 entitled Grants to States for Aid and Services to Needy Families With Children and for Child-Welfare Services
- TAC Title 40 Part 20 – Texas Workforce Commission
- TAC Title 40, Part I, Chapter 73 Subpart A provides the processes and procedures for the administration of all programs and services receiving state financial assistance directly or through contractual arrangement, in accordance with applicable federal civil rights regulations.
- TAC Title 40, Chapter 801 and 809
- Texas Education Code, Section 33.902
- Labor Code, Title 2, Chapters 21, 81, 301 and 302
- Human Resource Code, Chapter 22 (all), Chapter 31, Section 31.0035, Chapter 44 (all), Chapter 73 (all), and Chapter 121 (all)
- Government Code Title 10, Chapters 771 and 2308
- Texas Work Source Commission Financial Manual for Grants and Contracts – available in hard copy format from the City of San Antonio, Department of Human Services upon request.
- Any other applicable federal, state, and local laws, including City and Workforce Solutions Alamo, rules regulations, policies, procedures and issuances promulgated under authority of the legislation and specific program requirements.

2) ADDITIONAL RIGHTS IN DATA

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

3) ADDITIONAL ETHICS REQUIREMENTS

- a) No employee of Contractor or Sub-Contractor, no member of Contractor's or Sub-Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affect his/her personal pecuniary interest.
- b) Contractor shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Contract shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. Contractor, its executive staff and

employees, while administering this Contract, shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

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

4) **ADDITIONAL COMMUNICATIONS/NOTICES**

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

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

5) **ADDITIONAL AUDIT / RECORDS INSPECTION**

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

6) **ADDITIONAL REQUIREMENTS FOR AMENDMENT**

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

7) **ADDITIONAL REQUIREMENT FOR ASSIGNMENTS**

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

8) **ADDITIONAL REQUIREMENT FOR SUBCONTRACTING**

In addition to the requirements set forth in Article XXV, Section 25.1 of this Contract, none of the work or services covered by this agreement shall be sub-contracted without the prior written consent of Managing City Department and Workforce Solutions Alamo. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written

agreement, and unless specific waiver is granted in writing by Managing City Department and Workforce Solutions Alamo., shall be subject by its terms to each and every provision of this agreement. Compliance by sub-Contractors with this agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any approved sub-Contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-Contractors.

C. Community Services Block Grant (CSBG) CFDA #93.569 (ARRA funding- CFDA # 93.710)

Applicable Laws

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

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

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

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

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

D. Emergency Solutions Grant (ESG) CFDA #14.231

Applicable Laws:

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

ESG funds are available for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance and data collection through the Homeless

Management Information Systems or HMIS. Recipients also receive administration funds with a statutory cap of 7.5 percent. Local government recipients may carry out all ESG activities directly, whereas state recipients may only carry out activities related to administrative costs and HMIS.

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

- Street Outreach: funds may cover costs related to essential services for unsheltered persons (including emergency health or mental health care, engagement, case management and services for special populations).
- Emergency Shelter: funds may be used for renovation of emergency shelter facilities and the operation of those facilities, as well as services for residents (including case management, child care, education, employment assistance and job training, legal mental, substance abuse treatment, transportation, and services for special populations).
- Homeless Prevention and Rapid Re-Housing: both components fund housing relocation and stabilization services (including rental application fees, security deposits, utility deposit or payments, last month's rent and housing search and placement activities). Funds may also be used for short- or medium term rental assistance for those who are at –risk of becoming homeless or transitioning to stable housing.
- HMIS: funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, and office space, salaries of operators, staff training costs, and participation fees).

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

- USC Title 42, Section 11301 (1998) - Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act, as amended
- CFR Title 24 CFR, Subpart A, Part 84, Procurement Standards for Non-Profits
- ESG Regulations – CFR Title 24, Part 91, Section 576 can be found at <http://www.hud.gov/offices/cpd/homeless/rulesandregs/regulations/576esg/index.cfm>
- CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

3) Contractor assures that all contractors and subcontractors receiving funds in connection with an ESG funded project shall comply with, any and all applicable rules and regulations as contained in the CITY's Federal Compliance Manual. A copy of said Federal Compliance Manual shall be provided to Contractor as part of every Contract awarded in connection with this Project. **In the event of conflict between this Contract and the Federal Compliance Manual, the Federal Compliance Manual shall control. Said Manual is attached hereto, and incorporated herein for all purposes as "Exhibit 2" to this Funding Guide.**

4) Contractors receiving ESG funds agree to match ESG grant funds dollar for dollar with their own locally generated amounts. These local amounts can come from the contractor or other state and local

grants and must be in cash or cash equivalent for acquisition, rehabilitation, or new construction projects. "In-kind" contributions such as the value of a donated building, supplies and equipment, new staff services, and volunteer time may be used as match for service contracts such as operations of a facility or supportive services.

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

6) The following Special Condition Clauses are applicable to all CDBG, HOME, ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part

135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

Applicable Laws

The City of San Antonio receives Housing Opportunity for Persons with Aids (HOPWA) entitlement funds through a contract with the U.S. Department of Housing and Urban Development (HUD). The HOPWA Program was established by (HUD) to address the specific needs of persons living with Human Immunodeficiency Virus (HIV/AIDS) and their families. HOPWA makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons medically diagnosed with (HIV/AIDS), and their families. HOPWA funding provides housing assistance and related supportive services as part of HUD's Consolidated Planning initiative that works in partnership with communities and neighborhoods in managing federal funds appropriated to HIV/AIDS programs. HOPWA grantees are encouraged to develop community-wide strategies and form partnerships with area non-profit organizations.

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

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

2) Contractor assures that all contractors and subcontractors receiving funds in connection with a HOPWA funded project shall comply with, any and all applicable rules and regulations as contained in the CITY's Federal Compliance Manual. A copy of said Federal Compliance Manual which shall be

provided to Contractor as part of every Contract awarded in connection with this Project. *In the event of conflict between this Contract, and the Federal Compliance Manual, the Federal Compliance Manual shall control. Said Manual is attached hereto, and incorporated herein for all purposes as "Exhibit 2" to this Funding Guide.*

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

4) The following Special Condition Clauses are applicable to all CDBG, HOME, ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part

135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

IV. GLOSSARY OF TERMS

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

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

WSA – Workforce Solutions Alamo, Inc. d/b/a Workforce Solutions Alamo

AWDB - The Alamo Workforce Development Board

City - City of San Antonio, a Texas municipal corporation

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

CCDF – Child Care Development Funds

CSBG - Community Services Block Grant

ESG – An acronym for the Emergency Solutions Grant formerly known as Emergency Shelter Grant from HUD

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

Federal Poverty Income Limits (FPIL) – see Poverty Level

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

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

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

HOPWA – Housing Opportunities for Persons with AIDS grant from HUD

Household: One or more persons occupying a housing unit.

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

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

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

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

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

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

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

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

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

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

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

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

Poverty Level - The annual income threshold at or below which families are considered to live in poverty as established by the U.S. Department of Health and Human Services. 2012 Poverty level is listed below. The Federal government changes/updates the Federal Poverty Income Levels (FPIL) annually. Updated FPIL can be found at <http://www.hhs.gov/>

Persons in Family or Household	48 Contiguous States and D.C.	Alaska	Hawaii
1	\$11,170	13,970	12,860
2	15,130	18,920	17,410
3	19,090	23,870	21,960
4	23,050	28,820	26,510
5	27,010	33,770	31,060
6	30,970	38,720	35,610
7	34,930	43,670	40,160
8	38,890	48,620	44,710
For each additional person, add	3,960	4,950	4,550

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

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

Program Income - For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract; and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall include this language, in its entirety, in all of its sub-contracts involving income-producing services or activities.

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

HUD 2012 Section 8 Income Guidelines

No. of Persons	1	2	3	4	5	6	7	8
Very Low-Income	\$21,300	24,350	27,400	30,400	32,850	35,300	37,700	40,150
60% Income Level	\$25,560	29,220	32,880	36,480	39,420	42,360	45,240	48,180

Service Provider - Also referred to as the contractor.

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

V. REFERENCES

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

- **Age Discrimination in Employment Act of 1967 (Public Law 90-202) as amended**
<http://www.eeoc.gov/policy/adea.html>
- **Americans with Disabilities Act, Public Law 101-336, enacted July 26, 1990**
<http://www.eeoc.gov/policy/ada.html>
- **City Charter of the City of San Antonio**
<http://www.sanantonio.gov/atty/reference/charter.htm>
- **City of San Antonio Ethics Code**
<http://www.sanantonio.gov/atty/Ethics/codetext.htm>
- **Civil Rights Act of 1991 (Public Law 102-166)**
<http://www.eeoc.gov/laws/cra91.html>
- **Title VII of the Civil Rights Act of 1964 (Public Law 88-352)**
<http://www.eeoc.gov/policy/cra91.html>
- **Code of Federal Regulations (CFR)**
<http://www.hudclips.org/cgi/index.cgi> for CDBG, ESG and HOPWA funded activities
<http://www.gpoaccess.gov/cfr/index.html> for all other federally funded activities
- **Title IX of the Education Amendments of 1972 (USC Title 20, Sections 1681-1688)**
<http://www.dol.gov/oasam/reg/statutes/titleix.htm>
<http://www.usdoj.gov/crt/cor/coord/titleixstat.htm>

- **Federal Drug-Free Workplace Act of 1988** as adopted by the Texas Worker's Compensation Commission Rules Chapter 169
http://www4.law.cornell.edu/uscode/html/uscode41/usc_sup_01_41_10_10.html
<http://www.ci.league-city.tx.us/documents/Human%20Resource/DRGPOLIC.htm>
- **Equal Pay Act of 1963** (Public Law 88-38)
<http://www.eeoc.gov/types/epa.html>
- **Employee Retirement Income Security Act (ERISA) of 1974** (Public Law 93-406)
http://www.efast.dol.gov/ebsa/compliance_assistance.html
- **Fair Labor Standards Act of 1938**, as amended
<http://www.dol.gov/esa/regs/statutes/whd/0002.fair.pdf>
- **Internal Revenue Service (IRS)**
<http://www.irs.gov/index.html> or
<http://www.irs.gov/newsroom/article/0,,id=151226,00.html> (for mileage rates)
- **Occupational Safety and Health Act regulations**
<http://www.osha.gov/comp-links.html>
- **OMB Circulars**
<http://www.whitehouse.gov/omb/circulars/index.html>
- **Public Laws**
<http://www.gpoaccess.gov/plaws/index.html>

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

- **Sections 501 and 505 of the Rehabilitation Act of 1973** (Public Law 93-112)
<http://www.ceoc.gov/policy/rehab.html>
- **Sections 501 through 509 of the Rehabilitation Act of 1973**
<http://www.access-board.gov/enforcement/Rehab-Act-text/title5.htm>
- **Section 504 of the Rehabilitation Act of 1973 for CDBG, ESG and HOPWA contracts**
<http://www.hud.gov/progdsc/s-504.cfm>
- **For CSBG and CCDF contracts**
<http://www.hhs.gov/ocr/504.html>
- **Texas Administrative Code TAC)**
<http://info.sos.state.tx.us/pls/pub/readtacSext.ViewTAC>

- **Texas Comptroller of Public Accounts** (for State Agency mileage rates)
<https://fm.xcpa.state.tx.us/fm/travel/milerate/index.php>
<http://www.window.state.tx.us/fm/statewise/05/10/5.html> (for State Agency per diem rates)
 - **Texas Statutes (Codes)**
<http://www.capitol.state.tx.us>
- NOTE:** The web link takes you to the Texas Legislature Online. On the left menu, click on Texas Statutes for a list of Codes.
- **Texas Work Source Commission** <http://www.twc.state.tx.us/>
 - **Worker's Compensation** statutory regulations
<http://www.tdi.state.tx.us/wc/referencesandforms.html>
 - **Unemployment Insurance** statutory regulations
<http://www.twc.state.tx.us/customers/rpm/rpmsub1.html>
 - **United States Code (USC)**
<http://uscode.house.gov/search/criteria.shtml>
 - **United States General Services Commission** (travel per diem rates)
http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

Exhibit 1



CITY OF SAN ANTONIO
Economic Development Department

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

Executive Summary of This Policy:

1. Establishes a maximum household income eligibility level of 200 % of the current Federal Poverty Level for a participant to receive support services via an EDD-funded program. There is no income eligibility level for training.
2. Defines allowable expenses for training, education, and supportive services.
3. Establishes maximum dollar and time limitations per person for training, education and supportive services.
4. Describes participant conditions that must be met in order to receive various services via an EDD-funded program.
5. Establishes requirements for support documentation when training, education or supportive services are provided. Defines a waiver process that must be followed in situations that do not meet the requirements of the policy.
6. Identifies target demand occupations for 2013.

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ELIGIBILITY & PROGRAM REQUIREMENTS

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

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

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

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

REMEDIAL EDUCATION AND JOB/SKILL TRAINING REQUIREMENTS

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

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

Long-term training may be provided only in targeted demand occupations (or a “first level” directly related occupation) as identified by Workforce Solutions Alamo. Long-term training may also be approved for customized training programs, if the employer has provided a written agreement to employ graduates of the training program at a wage not less than \$10.75 per hour. Occupations not on the target demand occupation list may be added via written request to the Director. A list of target demand occupations for 2011 is included as Attachment E.

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

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

- They are currently earning less than \$10.75 per hour, or receive prior written approval

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

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

- a. Short-term training of six months or less is authorized for placement in transitional (less than a living wage) employment. The City's Living Wage for 2011 - 2012 is \$10.75 per hour. Such short-term training must be intended to provide the participant with
 - i. Immediate placement and income;
 - ii. Basic employability skills;
 - iii. Character trait development; and/or
 - iv. Creditable job experience for transition to a living wage.

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

- b. Short-term training (including a compressed schedule) of six months or less is also authorized for permanent placement at or above the living wage, preferably in a demand occupation. Total training costs may not exceed \$2,000 per person per lifetime and total supportive services may not exceed \$1,000 per person per lifetime, plus childcare (at the current CCDS rate) plus transportation (per limits below) for the duration of training, unless specifically authorized in writing by EDD or the funding source.
- c. Long-term occupational training (more than six months) is authorized for permanent placement in a targeted (or approved) occupation. Total training costs may not exceed \$4,000 per person per lifetime for certificate programs or \$6,000 per person per lifetime for associate or higher degree programs. Total supportive services may not exceed \$2,000 per person per lifetime plus childcare (at the current CCSD rate) plus transportation (per limits below) for the duration of training for income eligible participants, unless specifically authorized in writing by Director (or designee) or the funding source. For individuals participating in a long-term customized training program, total training costs will be limited to the actual cost of the customized training.
- d. Short-term remedial education of less than six months is authorized for individuals with a high school or G.E.D. diploma whose pre-enrollment academic assessment (using the Test of Adult Basic Education (TABE) or similar instrument) indicates an

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

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

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

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

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

SUPPORT SERVICE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Excerpts from IRS Publication 3 and 17**Included Items**

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

Basic pay

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

Special Pay

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

Bonus Pay

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

Other Pay

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

Incentive Pay

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

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

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

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

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

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

- The individual was a reservist who was ordered or called to active duty for more than 179 days or for an indefinite period, and

- The distribution is made no sooner than the date the reservist was ordered or called to active duty and no later than the last day reimbursements could otherwise be made under the arrangement for the plan year which includes the date of the order or the call to duty.

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

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



CONTRACT MONITORING REPORT

Department of Human Services
FY 2012-2013

Agency Name: South San Independent School District (SAISD)
Program Name: After School Challenge Program
Month of: OCT
Program/Contract Year: Oct 12 - Sept 13

Agency Rep:
Phone Number:
Monitor: Fred Montalvo
Phone Number: 210-207-4545

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Pgm Total	YTD Actual	YTD % Ach	
Approved Budget	P	\$8,369	\$9,242	\$5,881	\$8,577	\$9,321	\$8,570	\$9,329	\$12,102	\$3,487	\$1,612	\$1,665	\$6,142	\$84,297	\$8,369	10%	
Amount Expensed (\$84,297)	A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			0%	
1. Number of Unduplicated	P	269	5	5	8	5	4	4	0	0	0	0	0	300	269	0%	
Participants Served (300)	A	0	0	0	0	0	0	0	0	0	0	0	0			0%	
2. Average Daily Attendance	P	255	255	255	255	255	255	255	255	0	0	0	0	255			
Reported Monthly (255)	A	0	0	0	0	0	0	0	0	0	0	0	0			#DIV/0!	
3. Number of Tutoring Hours / Homework Assistance (459)	P	66	51	57	60	60	45	60	60	0	0	0	0	459	66	0%	
4. # of Participants Maintaining a "C" or Above in Reading (255)	P	0	0	0	255	0	0	0	0	255	0	0	0	255		#DIV/0!	
7. Number of Participants Progressing to the Next Grade Level (4,760)	P	0	0	0	0	0	0	0	0	0	0	255	0	255		#DIV/0!	
6	A	0	0	0	0	0	0	0	0	0	0	0	0			#DIV/0!	
7	P	0	0	0	0	0	0	0	0	0	0	0	0			FALSE	
	A	0	0	0	0	0	0	0	0	0	0	0	0			#DIV/0!	
8	P	0	0	0	0	0	0	0	0	0	0	0	0	0			FALSE
	A	0	0	0	0	0	0	0	0	0	0	0	0			#DIV/0!	
9	P	0	0	0	0	0	0	0	0	0	0	0	0	0			FALSE
	A	0	0	0	0	0	0	0	0	0	0	0	0			#DIV/0!	
10	P	0	0	0	0	0	0	0	0	0	0	0	0	0			FALSE
	A	0	0	0	0	0	0	0	0	0	0	0	0			#DIV/0!	
# Unduplicated Participants per Council District													Cumulative/District				
Council District #1		0	0	0	0	0	0	0	0	0	0	0	0			0	
Council District #2		0	0	0	0	0	0	0	0	0	0	0	0			0	
Council District #3		0	0	0	0	0	0	0	0	0	0	0	0			0	
Council District #4		0	0	0	0	0	0	0	0	0	0	0	0			0	
Council District #5		0	0	0	0	0	0	0	0	0	0	0	0			0	
Council District #6		0	0	0	0	0	0	0	0	0	0	0	0			0	
Council District #7		0	0	0	0	0	0	0	0	0	0	0	0			0	
Council District #8		0	0	0	0	0	0	0	0	0	0	0	0			0	
Council District #9		0	0	0	0	0	0	0	0	0	0	0	0			0	
Council District #10		0	0	0	0	0	0	0	0	0	0	0	0			0	
Unknown District or Other		0	0	0	0	0	0	0	0	0	0	0	0			0	
Total Number of Unduplicated Clients		0	0	0	0	0	0	0	0	0	0	0	0			0	

Remarks for Each Measure Over or Under a 10% Variance

Monitor Reviewed: _____
Date: _____

Supervisor Reviewed: _____
Date: _____