



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: November 17, 2022

Agenda Section: Consent

Agenda Item Title: American Rescue Plan Act Grant Agreement Between South San Antonio ISD and Bexar County.

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Charlie Gallardo, Director of Guidance and Counseling

Description: SSAISD and Bexar County will partner to administer a program providing mental health services for students and families. SSAISD will provide the services and incur certain costs or expenses, which are eligible for reimbursement. SSAISD agrees to administer the project and perform all activities as further discussed in the agreement.

Historical Data: This will be our first year partnering with Bexar County.

Recommendation: Approve the American Rescue Plan Act Grant Agreement Between South San Antonio ISD and Bexar County.

Purchasing Personnel and Approval Date

Funding Budget Code and Amount: SSAISD will be awarded \$195,278 annually for the next four years for a total of \$781,112.

This American Rescue Plan Act (“ARPA”) Coronavirus State and Local Fiscal Recovery Funds Funding Agreement (the “Agreement”) is entered into and between BEXAR COUNTY, TEXAS (“COUNTY”), a political subdivision of the State of Texas, through its ARPA Office, and SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (“SUBRECIPIENT” or “Grantee”), an organization in good standing and duly authorized to conduct business under the laws of the State of Texas (also, individually, a “Party” or, collectively, the “Parties”). The Parties agree as follows:

**ARTICLE ONE**  
**INTRODUCTION**

1.01 On March 13, 2020, Texas Governor Greg Abbott (“Governor Abbott”) issued a declaration of public health disaster in and for the State of Texas due to the COVID-19 pandemic, and on March 19, 2020, the Texas Department of State Health Services (“DSHS”) issued a declaration of a public health disaster in the State of Texas. Governor Abbott’s and DSHS’s declarations of a public health disaster continue to remain in effect.

1.02 COUNTY received Coronavirus State and Local Fiscal Recovery Funds (“SLFRF Grant Funds”), established by the American Rescue Plan Act of 2021 (“ARPA”), enacted on May 10, 2021, to support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery in areas affected by COVID-19. COUNTY is required to follow the terms and conditions set forth in the SLFRF Grant Funds Award Terms and Conditions, attached as **Exhibit “A”**.

1.03 ARPA, U.S. Department of the Treasury (“Treasury”) rules, and associated guidance grant substantial discretion to jurisdictions to use the ARPA award funds in the ways that best suit the needs of their constituents – but limit eligible uses of SLFRF Grant Funds: to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; for the provision of government services to the extent of the reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and to make necessary investments in water, sewer, or broadband infrastructure.

1.04 Following guidance of Treasury, Bexar County Commissioners Court identified broad areas impacted by COVID, including impacts to households, businesses and/or nonprofits, and established an ARPA Office whose role was to develop related and reasonably proportional responses to the identified impacts of COVID-19 (“ARPA Office”). The ARPA Office reviewed proposals to determine if they were ARPA-funding eligible and fit within the Treasury-identified enumerated uses or if they would otherwise be eligible as a non-enumerated use. Selected respondents were required to submit an application to assess risk along with other supporting information in order to allow the ARPA Office to review and determine projects or proposed uses

of funding to recommend to the Bexar County Commissioners Court as best suited to support or assist a more equitable recovery within Bexar County, an underserved community of disproportionately lower income households which were more directly impacted by the pandemic.

1.05 SUBRECIPIENT is an entity offering support to Bexar County residents and has requested the grant funding provided under this Agreement in order to administer a program providing mental health services for students and families on SUBRECIPIENT's campus ("Project"), as further described in **Exhibit "B"** and **Exhibit "C"**. SUBRECIPIENT will provide services and incur certain costs or expenses, which are eligible for reimbursement by SLFRF Grant Funds under Expense Category 1.12, Mental Health Services.

1.06 The ARPA Office has determined, following an evaluation of SUBRECIPIENT's application for funds, exhibits contained in this Agreement, and risk assessment by the ARPA Office to determine SUBRECIPIENT's risk of noncompliance with funding requirements, that SUBRECIPIENT may receive SLFRF Grant Funds for SUBRECIPIENT's Project and the funding amount is a reasonably proportional response to the harm addressed by SUBRECIPIENT's Project. Bexar County Commissioners Court has determined that providing SUBRECIPIENT with funding is a necessary and appropriate expenditure of SLFRF Grant Funds received by COUNTY.

## **ARTICLE TWO** **PURPOSE**

2.01 SUBRECIPIENT agrees to administer the Project and perform all activities as further discussed in this Agreement and in accordance with the terms of the exhibits and addendums listed in Article 16. All exhibits and addendums are attached hereto and incorporated herein for all relevant purposes.

## **ARTICLE THREE** **REIMBURSEMENT OF EXPENSES**

3.01 Grant Funds will be paid by COUNTY to SUBRECIPIENT for allowable costs that SUBRECIPIENT incurs in the not to exceed amount stated in **Exhibit "B"**. SUBRECIPIENT will submit any requests for budget revisions to COUNTY for approval. All budget revision requests must be submitted no less than 60 days prior to the end of the contract period. COUNTY will not consider requests for budget revisions submitted after this deadline.

3.02 SUBRECIPIENT will submit a billing package (which will include an Invoice and Invoice Expenditure Report) on a monthly basis no later than the 10th day after the close of each month in the formats detailed in **Exhibit "E"**, along with sufficient documentation of eligible expenses incurred during the preceding month (e.g., receipts, invoices etc.). SUBRECIPIENT will utilize the guidance in **Exhibit "F"** in completing its billing package. COUNTY will pay these submitted invoices in accordance with the Texas Prompt Payment Act.

SUBRECIPIENT will submit reimbursement requests to County's ARPA Office with supporting documentation to:

Via mail: Bexar County ARPA Office  
101 West Nueva, Suite 809  
San Antonio, Texas 78205

Via email: ARPA@bexar.org

3.03 All reimbursement decisions are to be made by the Bexar County Auditor (“Auditor”). The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute. Submitting an incomplete reimbursement request or performance report will cause the reimbursement to be delayed, or denied. SUBRECIPIENT will be responsible to furnish any additional documentation requested by the Auditor to substantiate the reimbursement request or performance report. If the information is not provided within five (5) business days, the reimbursement request will not be considered for reimbursement.

3.04 COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that SUBRECIPIENT has not refunded COUNTY. COUNTY may take repayment from funds available under this Agreement in amounts necessary to fulfill SUBRECIPIENT’s repayment obligations.

3.05 Within 10 business days of COUNTY’s written request, SUBRECIPIENT will refund to COUNTY any sum of money paid by COUNTY to SUBRECIPIENT that COUNTY has determined:

- a) Resulted in overpayment to SUBRECIPIENT;
- b) Has not been spent by SUBRECIPIENT; or
- c) Is not supported by adequate documentation to fully justify the expenditure or alternatively, is determined by COUNTY to be an expense or cost that is not qualified for SLFRF Grant Funds.

## **ARTICLE FOUR**

### **FEDERAL FUNDING; SUBRECIPIENT OBLIGATIONS**

#### Federal Funding

4.01 SUBRECIPIENT acknowledges that SLFRF Grant Funds will be used to fund this Agreement. SUBRECIPIENT agrees further that it will be bound by the SLFRF Grant Funds Award Terms and Conditions, attached as **Exhibit “A”**, between Treasury and COUNTY and such other rules, regulations, or requirements as Treasury may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this Agreement by the Parties hereto. SUBRECIPIENT will comply with all requirements for subrecipients contained in 2 CFR Part 200, et al.—and any changes to 2 CFR Part 200, et al. will be automatically incorporated into this Agreement without written amendment hereto, and will become a part hereof as of the effective date of the rule, regulation or law. SUBRECIPIENT will comply with all applicable federal law, rules, regulations, executive orders, policies, procedures, guidance and directives which may be, or after execution become applicable to this Agreement and that any such changes

will be automatically incorporated into this Agreement without written amendment hereto, and will become a part hereof as of the effective date of the rule, regulation or law. SUBRECIPIENT will also comply with all applicable federal and state laws, regulations, executive orders, policies, procedures, guidance, directives, and FAQs, which may be, or after execution become applicable to this Agreement.

4.02 SUBRECIPIENT acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under ARPA. COUNTY has the sole right to determine whether to distribute funding, in what amount, and which expenses it will consider as eligible for reimbursement, based on guidance issued by Treasury. COUNTY will reimburse eligible expenses in the manner it deems most effective to accomplish the purposes for which this Agreement was entered into. Any distributions will be on a reimbursement basis and only for those expenses which COUNTY, in its sole discretion, determines are eligible.

4.03 Following is additional information concerning the funding for this Agreement pursuant to 2 CFR 200.332:

- a) Federal Award Identification Number: SLFRP1970
- b) Federal Award Date: March 3, 2021
- c) Name of Federal Awarding Agency: United States Department of the Treasury
- d) Total Amount of Federal Funds Obligated to SUBRECIPIENT by COUNTY including the current financial obligation: \$781,110.00
- e) CFDA Number: 21.027
- f) SUBRECIPIENT Unique Entity Identifier from SAM.gov: KHKUNN3F3XE8

#### SUBRECIPIENT Obligations

4.04 Procurement. SUBRECIPIENT will comply with the procurement requirements of 2 CFR Part 200 Subpart D.

4.05 Subcontractors. SUBRECIPIENT must obtain COUNTY's written approval prior to using subcontractors in performing any obligation required by this Agreement.

- a) SUBRECIPIENT may not subaward funds under this Agreement.
- b) SUBRECIPIENT represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders, but not limited to having documentation that SUBRECIPIENT checked the appropriate federal and state records for debarred and suspended parties.
- c) Subcontractors must be selected by following the procurement requirements outlined in 2 CFR 200.318 through 2 CFR 200.236.
- d) A written agreement containing all applicable requirements pursuant to ARPA will be required for subcontracted services, including: (1) required contract provisions as discussed in this Agreement; (2) subcontractor providing all information necessary to meet SUBRECIPIENT's reporting requirements; and (3) providing COUNTY the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Agreement.
- e) In no event shall any provision of this section, specifically the requirement that

SUBRECIPIENT obtain COUNTY's prior written approval of a subcontractor, be construed as relieving SUBRECIPIENT of the responsibility for ensuring that the performances under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by SUBRECIPIENT. COUNTY maintains the right to monitor and require SUBRECIPIENT's full compliance with the terms of this Agreement. COUNTY's approval under this Section 4.05 does not waive any right of action which may exist or which may subsequently accrue to COUNTY under this Agreement.

4.06 Return of Funding. Should SUBRECIPIENT fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, SUBRECIPIENT warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the term of this Agreement or after.

4.07 Cost Principles. SUBRECIPIENT will comply with all applicable cost principles as detailed in 2 C.F.R. subpart E that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

4.08 Audit. If SUBRECIPIENT expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl), and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

4.09 Required Certification. Pursuant to 2 CFR §200.415, SUBRECIPIENT's annual/final fiscal reports and invoice requesting payment will include a certification signed by an official who is authorized to legally bind SUBRECIPIENT stating:

“By signing this request for payment, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

4.10 Conflict of Interest. SUBRECIPIENT shall comply with all of the applicable conflict of interest provisions found in 24 CFR §570.611.

4.11 Closeout. SUBRECIPIENT agrees to comply with the closeout procedures detailed in 2 CFR §200.344.

4.12 Use and Reversion of Assets. All funds provided under this Agreement and all equipment, supplies and materials acquired with those funds that are on hand, available to, or in the actual or constructive possession of SUBRECIPIENT at the time of expiration of this Agreement, and any accounts receivable attributable to the use of funds provided under this Agreement will be transferred to COUNTY, unless otherwise specified in this Agreement. The use and disposition of equipment and real property under this Agreement will be in compliance with the requirements of 2 CFR Part 200.

#### **ARTICLE FIVE REPORTING REQUIREMENTS**

5.01 As often and in such form as COUNTY may require, SUBRECIPIENT will furnish to COUNTY information deemed by COUNTY to be pertinent to matters covered by this Agreement. SUBRECIPIENT agrees to provide COUNTY with monthly performance reports, client data reports, and demographic reports in the form set out in **Exhibit “E”**.

5.02 In addition, at the option of and on request of COUNTY, representatives of SUBRECIPIENT must provide a briefing to Commissioners Court during a scheduled public meeting to report on SUBRECIPIENT’s Project.

#### **ARTICLE SIX MONITORING; RECORDS RETENTION REQUIREMENTS**

6.01 SUBRECIPIENT will maintain all financial records in accordance with 2 CFR Part 200, including 2 CFR §200.302 regarding financial management, and 2 CFR §200.334 through 2 CFR §200.338 regarding record retention and access.

6.02 COUNTY may conduct, at a minimum, two monitoring visits to SUBRECIPIENT’s project site to determine performance and compliance with the terms of this Agreement. SUBRECIPIENT will notify COUNTY in writing of any proposed change in physical location for work to be performed pursuant to the terms of this Agreement at least 30 calendar days in advance of the proposed change.

6.03 SUBRECIPIENT will maintain books, records and other documents relating directly to the receipt and disbursement of funds under this Agreement and make available all documents and financial records sufficient to establish compliance with subsection 601 (d) of the Social Security Act, as amended, (42 U.S.C. 801 (d)) and will maintain those records for a period of five (5) years after final payment is made using SLFRF Grant Funds. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following: general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF Grant Funds payments and (b) the disbursements from such payments to meet eligible expenses; budget records for 2021 and 2022; payroll, time records, human resource records to support costs incurred for payroll expenses related to responding to the COVID-19 public health emergency and its negative economic impacts; receipts of purchases made related to addressing the COVID-19 public health emergency and its negative economic impacts; subcontracts entered into using SLFRF Grant Funds payments and all documents related to such contracts; all documentation of reports, audits,

and other monitoring of contractors, including subcontractors; all documentation supporting the performance outcomes of subcontracts; all internal and external email/electronic communications related to use of SLFRF Grant Funds payments; and all investigative files and inquiry reports involving SLFRF Grant Funds payments. SUBRECIPIENT must also maintain a receipts-and-disbursements ledger and a general ledger with an income-and-expense account for each line item. Paid invoices revealing check number, date paid and evidence of goods or services received must be filed according to the vendor paid.

6.04 Pursuant to 2 C.F.R. § 200.337, SUBRECIPIENT will allow any duly authorized representative of COUNTY and any authorized oversight body - including but not limited to the Government Accountability Office, Treasury's Office of Inspector General, and the Pandemic Relief Accountability Committee - at all reasonable times, to have access to and the right to inspect, copy, audit, and examine all books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed. SUBRECIPIENT will have a continuing obligation to cooperate with COUNTY and any authorized oversight body in the event of any audit, and will provide any documentation requested to substantiate all expenditures utilizing SLFRF Grant Funds provided under this Agreement.

6.05 Sections 6.03 and 6.04 will survive the expiration or termination of this Agreement for five (5) years.

## **ARTICLE SEVEN**

### **TERMINATION AND DEFAULT**

7.01 COUNTY may suspend or terminate this Agreement for convenience with 30 days written notice, or may suspend or terminate this Agreement in accordance with 2 C.F.R. § 200.339 and 2 C.F.R. § 200.340. Costs during suspension or after termination may be paid as discussed in 2 C.F.R. § 200.343.

## **ARTICLE EIGHT**

### **REPRESENTATIONS, WARRANTIES AND COMPLIANCE WITH LAWS**

8.01 SUBRECIPIENT represents and warrants that:

- a) There has been no adverse change in the conditions of SUBRECIPIENT or its operations from that described in information provided to COUNTY prior to the effective date of this Agreement. Information provided to COUNTY after the effective date of this Agreement will be complete and accurate as of the date shown on the document, and SUBRECIPIENT will provide written notice to COUNTY if the condition or operations of SUBRECIPIENT changes in a material or adverse way after the time that information is provided.
- b) Any supporting financial statements ever provided or to be provided to COUNTY are complete, accurate and fairly reflect the financial condition of SUBRECIPIENT on the date shown on those statements and during the period covered, and that since that date, except as provided by written notice to COUNTY, there has been no



material change, adverse or otherwise, in the financial condition of SUBRECIPIENT.

- c) To SUBRECIPIENT'S knowledge, no litigation or proceedings are presently pending or threatened against SUBRECIPIENT relating to the Agreement or Project.
- d) None of the provisions in this Agreement contravene or in any way conflict with the authority under which SUBRECIPIENT is doing business or with the provisions of any existing obligation or agreements of SUBRECIPIENT.
- e) SUBRECIPIENT has the legal authority to enter into this Agreement and accept payments and has taken all necessary measures to authorize the execution of and the acceptance of payments under this Agreement.
- f) None of its employees, volunteers or subcontractors will perform Services under this Agreement if he or she been convicted of or was placed in pre-trial diversion program for: (1) any crime involving a sex offence; (2) a felony conviction or deferred adjudication within the past ten (10) years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five (5) years.

8.02 SUBRECIPIENT also represents and warrants:

- a) SUBRECIPIENT complies with all applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws. If SUBRECIPIENT or its subcontractors fail to comply with local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, SUBRECIPIENT may be barred from further contracts with COUNTY.
- b) The following in accordance with Texas laws:
  - 1. In accordance with Texas Government Code § 2271, SUBRECIPIENT does not boycott Israel, and will not boycott Israel during the term of the agreement;
  - 2. In accordance with Texas Government Code § 2252, SUBRECIPIENT is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code;
  - 3. In accordance with Texas Government Code § 2274, SUBRECIPIENT does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the agreement against a firearm entity or firearm trade association; and
  - 4. In accordance with Texas Government Code § 2274, SUBRECIPIENT does not boycott energy companies and will not boycott energy companies during the term of the agreement.

Federal grant requirements

- c) SUBRECIPIENT complies with the legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age,

or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Treasury's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Treasury's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Treasury's implementing regulations at 31 CFR part 23.

- d) SUBRECIPIENT is not a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SUBRECIPIENT will furnish the certification attached hereto as Addendum A or an explanation of why it cannot provide said certification. The certification or explanation will be considered in connection with COUNTY's determination whether to continue with this Agreement. SUBRECIPIENT shall provide immediate written notice to COUNTY if at any time SUBRECIPIENT learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. SUBRECIPIENT further agrees by executing this Agreement that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum A, without modification, and this language under this Section 8.02(d), in all its subcontracts.
- e) EXCLUDED PARTIES. By signing this Agreement, SUBRECIPIENT further certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control.
- f) None of the funds provided under this Agreement shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any department, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the SUBRECIPIENT and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum B and incorporated herein for all relevant purposes. SUBRECIPIENT will furnish the certification attached hereto as Addendum B titled "Certification Regarding Lobbying For Contracts, Grants, Loans, And Cooperative Agreements," without modification, and will include the certification provision, in all its subcontracts.
- g) SUBRECIPIENT agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170.

SUBRECIPIENT will report the total compensation and names of its top five executives to COUNTY if:

1. More than 80 percent of annual gross revenues are from federal funds, and those revenues are greater than \$25,000,000; and
  2. The compensation is not already available through reporting to the U.S. Securities and Exchange Commission.
- h) Pursuant to 2 CFR §200.216, SUBRECIPIENT and its contractors will not use funds under this Agreement for equipment, services, or systems that use the following covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in accordance with Section 889 of Public Law 115-232 (National Defense Authorization Act 2019):
1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  3. Telecommunications or video surveillance services provided by such entities or using such equipment.
  4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- i) SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671 q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **ARTICLE NINE**

### **INSURANCE/INDEMNIFICATION**

9.01 SUBRECIPIENT will comply with the provisions regarding insurance coverage set out in **Exhibit “G”** attached hereto.

**9.02 IN ANY SUBCONTRACT WHERE THE SUBCONTRACTOR IS PROVIDING ANY OF THE SERVICES REQUIRED UNDER THIS AGREEMENT SUBRECIPIENT WILL MAKE THE FOLLOWING INDEMNITY REQUIREMENT A REQUIREMENT OF THE SUBCONTRACT: SUBCONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES,**

REPRESENTATIVES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY AN “INDEMNIFIED PARTY”) FROM AND AGAINST ANY AND ALL COSTS, LIABILITY, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, AND PROPERTY DAMAGE MADE UPON THE INDEMNIFIED PARTY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE ACTS, ERRORS OR OMISSIONS OF SUBCONTRACTOR, INCLUDING ITS EMPLOYEES, OFFICERS, AGENTS AND SUBCONTRACTORS WHILE IN THE PERFORMANCE OF THIS AGREEMENT. COUNTY WILL HAVE THE RIGHT, AT ITS OPTION AND ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING SUBCONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS SECTION. SUBCONTRACTOR WILL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST SUBCONTRACTOR OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF SUBCONTRACTOR’S ACTIVITIES UNDER THIS AGREEMENT. NOTHING IN THIS SECTION WILL BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE UNDER TEXAS LAW OR ANY AVAILABLE DEFENSES UNDER TEXAS LAW. THE PROVISIONS OF THIS ARTICLE ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO AND DO NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

9.03 IN ANY SUCH SUBCONTRACT REQUIRING THE COUNTY TO BE NAMED AS AN INDEMNITEE, IN ADDITION TO COUNTY BEING AN INDEMNITEE, SUBRECIPIENT WILL ALSO BE NAMED AS AN INDEMNITEE.

**ARTICLE TEN**  
**INDEPENDENT CONTRACTOR**

10.01 SUBRECIPIENT is an independent contractor and operator responsible to all third parties for its respective acts or omissions and COUNTY is in no way responsible for SUBRECIPIENT’s acts or omissions.

**ARTICLE ELEVEN**  
**POLITICAL ACTIVITY**

11.01 None of the performance under this Agreement may involve, and no portion of the funds received, may be used either directly or indirectly for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

**ARTICLE TWELVE**  
**PUBLICITY; PUBLICATIONS**

12.01 With COUNTY's written approval, SUBRECIPIENT will publicize activities conducted by SUBRECIPIENT pursuant to this Agreement. In any news release, a sign, brochure, or other advertising medium disseminating information about the Project, SUBRECIPIENT will acknowledge COUNTY's funding having made this Project possible.

12.02 All published materials and written reports submitted pursuant to this Agreement will be originally developed unless otherwise specifically provided in this Article. If SUBRECIPIENT uses material it did not originally develop in a report, however, that material must have its source identified, either in the body of the report or by footnote, regardless of whether the material is in a verbatim or extensive paraphrase format.

**ARTICLE THIRTEEN**  
**RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL**

13.01 All reports, documents, studies, charts, schedules, or other appended documentation to any proposal or contract and any responses, inquiries, correspondence and related material submitted by SUBRECIPIENT will upon receipt, become property of COUNTY as to the information in any of those material that is specific to COUNTY, but not as to SUBRECIPIENT's pre-existing or out-of- scope materials, information or technology and related rights in intellectual property.

**ARTICLE FOURTEEN**  
**GENERAL CONTRACTUAL PROVISIONS**

14.01 Amendments. Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms of this Agreement will be by amendment in writing, dated subsequent to the date the Agreement, and executed by both Parties.

14.02 Changes In The Law. Changes in applicable local, state and federal rules, regulations or laws occurring during the term of this Agreement will be automatically incorporated into this Agreement without written amendment, as of the effective date of the rule, regulation or law.

14.03 Assignments. SUBRECIPIENT will not transfer, pledge or otherwise assign this Agreement, any interest in and to it, or any claim arising under it, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment will be void.

14.04 Waiver of Performance.

- a) No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, will not be construed as a waiver or relinquishment for the future of that covenant or option. In fact, no

waiver, change, modification or discharge by either Party of any provision of this Agreement will be deemed to have been made or will be effective unless expressed in writing and signed by the Party to be charged.

- b) No act or omission of COUNTY will in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY under this Agreement, by law or in equity.
- c) No representative or agent of COUNTY may waive the effect of the provisions of Section 14.04.

14.05 Interpretation. If any disagreement or dispute should arise between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, then COUNTY will have the final authority to render an interpretation.

14.06 Parties Bound. This Agreement will be binding on and inure to the benefit of the Parties and their respective legal representatives, successors and assigns, except as otherwise expressly provided for in this Agreement.

14.07 Gender. Words of gender used in this Agreement will be construed to include the other gender, and words in the singular number will be construed to include the plural, unless the context otherwise requires.

14.08 Captions. The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

14.09 Applicable Law. This Agreement will be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Bexar County, Texas. Exclusive venue for any litigation arising from this Agreement will lie in Bexar County, Texas.

14.10 Legal Construction. If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, then that invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement.

## **ARTICLE FIFTEEN** **NOTICES**

15.01 For purposes of this Agreement, all official communications and notices (“Notice”) among the Parties will be sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

If to COUNTY:	Bexar County Judge Bexar County Commissioners Court 101 West Nueva, 10th Floor San Antonio, Texas 78205
---------------	--

With copies to: Governmental Affairs Director  
Bexar County ARPA Office  
101 West Nueva, Suite 809  
San Antonio, Texas 78205

If to SUBRECIPIENT: At the address identified on the Exhibit “B” to this Agreement

**ARTICLE SIXTEEN**  
**ENTIRE AGREEMENT**

16.01 This Agreement constitutes the final and entire agreement between the Parties and contains all of the terms and conditions agreed upon. No other agreement, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind the Parties unless it is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties. The following exhibits and addendums are attached and incorporated into this Agreement for all purposes:

- a) Exhibit “A”- SLFRF Grant Funds Award Terms and Conditions
- b) Exhibit “B” - SUBRECIPIENT Specific Terms
- c) Exhibit “C” - Scope of Work and Performance Indicators
  - Scope of Work
  - Goals, Objectives, Performance Indicators
- d) Exhibit “D” - Budget Summary
  - Program Budget
  - Expense Category Justification
- e) Exhibit “E” - Invoice Package
  - Invoice
  - Expenditure Report
  - Monthly Performance Report
  - Demographics Report
- f) Exhibit “F” - Invoice Guidance
- g) Exhibit “G” - Insurance
- h) Addendum “A” - Certification Regarding Debarment, Suspension and Other Responsibility Matters
- i) Addendum “B” - Certification Regarding Lobbying For Contracts, Grants, Loans, and Cooperative Agreements

**ARTICLE SEVENTEEN**  
**COMMISSIONERS COURT AUTHORIZATION**

17.01 This Agreement was approved by Order of the Commissioners Court dated \_\_\_\_\_, 2022 authorizing the County Judge to execute this Agreement on behalf of COUNTY. The SLFRF Grant Funds provided pursuant to this Agreement is expressly subject to the fulfillment by SUBRECIPIENT of all of the terms and conditions described herein.

**THIS AGREEMENT IS EXECUTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2022.**

**COUNTY OF BEXAR**

**SOUTH SAN ANTONIO  
INDEPENDENT SCHOOL DISTRICT  
SUBRECIPIENT**

By: \_\_\_\_\_  
Nelson W. Wolff  
County Judge

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Sue Jana  
Assistant Criminal District Attorney  
Civil Division

**APPROVED AS TO FINANCIAL CONTENT:**

By: \_\_\_\_\_  
Leo S. Caldera, CIA, CGAP  
County Auditor

By: \_\_\_\_\_  
David Smith  
County Manager

**APPROVED:**

By: \_\_\_\_\_  
Melissa Shannon



Governmental Affairs/ARPA Office Director

**EXHIBIT “A”**  
**SLFRF GRANT FUNDS AWARD TERMS AND CONDITIONS**

OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

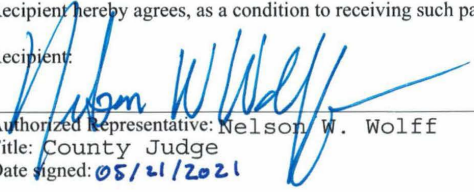
U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: County of Bexar 101 W. Nueva, 10th Fl. San Antonio, Texas 78205	DUNS Number: 070487020 Taxpayer Identification Number: 746002039 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

  
Authorized Representative: Nelson W. Wolff  
Title: County Judge  
Date signed: 05/21/2021

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:  
Title:  
Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
14. **Debts Owed the Federal Government.**
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

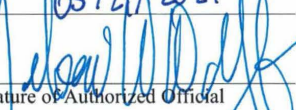
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

County of Bexar  
Recipient

Date 05/21/2021

Signature of Authorized Official 

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



**EXHIBIT “B”**  
**SUBRECIPIENT SPECIFIC TERMS**

SUBRECIPIENT’s Name/Address:  
South San Antonio Independent School District  
1450 Gillette Boulevard  
San Antonio, Texas 78224

Authority: Funds provided under this Agreement are appropriated under the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), established by the American Rescue Plan Act of 2021 (“ARPA”) enacted on May 10, 2021, to support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery in areas affected by COVID-19. COUNTY is authorized to spend money for public health in the county pursuant to Texas Health and Safety Code section 122.001.

SUBRECIPIENT Risk Assessment Evaluation: The ARPA Office has evaluated the SUBRECIPIENT’s Bexar County ARPA/SLFRF Application and accompanying documentation (“Application”), for risk of noncompliance with federal requirements for expenditure of SLFRF Grant Funds. The Application review and due diligence process ensures that the SUBRECIPIENT’s Project meets an SLFRF eligible use category, can be assigned to an enumerated Eligible Use, and that the SUBRECIPIENT can meet all agreement terms, and compliance requirements, as based on Treasury’s Final Rule. The ARPA Office has determined that no additional controls are needed to address SUBRECIPIENT’s risk of noncompliance.

SLFRF Expenditure Category: 1.12, Mental Health Services. As discussed in the Final Rule:

Treasury is maintaining [the behavioral health care] category and clarifying that it covers an expansive array of services for prevention, treatment, recovery, and harm reduction for mental health, substance use, and other behavioral health challenges caused or exacerbated by the public health emergency. . . . [R]ecipients can provide behavioral health services to members of the general public without any further analysis of impacts of the pandemic on those individuals and whether the service is responsive. Recipients may also use this eligible use category to respond to increased rates of behavioral health challenges at a population level or, at an individual level, new behavioral health challenges or exacerbation of pre-existing challenges, including new barriers to accessing treatment. . . . Recipients may also provide services for special populations, for example, enhanced services in schools to address increased rates of behavioral health challenges for youths[.]

Term: The term of the Agreement with SUBRECIPIENT will commence August 16, 2022, and will terminate on December 31, 2026. All underlying eligible expenditures must be incurred after March 3, 2021, and by June 30, 2026. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on July 31, 2026, using the form in the attached **Exhibit “E”**. For purposes of this Agreement, a cost is “incurred” when SUBRECIPIENT has expended funds to cover the cost.

Compensation: For eligible expenses or qualifying services rendered, COUNTY will reimburse SUBRECIPIENT an amount not to exceed **SEVEN HUNDRED EIGHTY ONE THOUSAND,**

**ONE HUNDRED TEN DOLLARS AND NO CENTS (\$781,110.00)**, for the allocated costs and expenses set out in **Exhibit “D”**, the Budget Summary.

Confidentiality: SUBRECIPIENT will comply with all of the applicable Health Insurance Portability and Accountability (“HIPAA”) requirements, Texas Health and Safety Code Section 181, et. seq and all other laws and regulations that pertain to the privacy of medical records and medical information. Prior to releasing any information to COUNTY, SUBRECIPIENT will obtain a participant’s authorization to release protected health information, as defined by HIPAA. The authorization must be compliant with HIPAA and Texas Health and Safety Code Sections 181, et. seq.

Duty To Report: As required by §261.101 and §261.405 of the Texas Family Code, SUBRECIPIENT shall report any allegation or incident of abuse, exploitation or neglect of a child within the time frame required by the statute, to a local law enforcement officer/agency (such as the Bexar County Sheriff’s Office).

**EXHIBIT “C”**  
**WORK STATEMENT & PERFORMANCE INDICATORS**

1. Scope of Work
2. Goals, Objectives, Performance Indicators

## SCOPE OF WORK

### **I. AGENCY NAME AND ADDRESS:**

South San Antonio Independent School District  
1450 Gillette Boulevard  
San Antonio, Texas 78224

### **II. PROJECT NAME:**

SSAISD Youth Mental Health Support through Youth Mental Health First Aid  
Training and Mental Health Counseling

### **III. STATEMENT OF PROJECT RESPONSIBILITY:**

- a. **Policy/Mission:** To improve student outcomes related to mental health and well being through the delivery of mental health counseling and mental health awareness.
- b. **Administration:** The grant will be administered by the Guidance and Counseling Department which oversees counselors, social workers, mental health partnerships, and the CARE Zone.
- c. **Staff:** Joel Gaines, Executive Director, Charlie Gallardo, Director, Ronald Flores, Lead Social Worker

### **IV. PROJECT DESCRIPTION:**

- a. We will hire qualified mental health specialists to implement counseling for grief, stress, anxiety, social emotional abuse, etc.at all of our campuses. We will also contract with Family Service to provide qualified mental health specialists.
- b. We will contract with an outside source to provide youth mental health first aid to our teachers.

### **V. PROGRAM GOALS, OBJECTIVES & PERFORMANCE INDICATORS:**

#### **GOALS**

- a. SSAISD staff will be trained in Youth Mental Health First Aid through the year 2027.
- b. Delivery of social emotional and mental health therapeutic counseling to improve student outcomes.

#### **OBJECTIVES:**

- a. To raise awareness and literacy about mental health in our district so staff can understand and respond to a crisis situation.
- b. To deliver quality mental health counseling sessions to students at our campuses and our CARE Zone facility.

**PERFORMANCE INDICATORS:**

- a. To raise awareness and literacy about mental health in our district so staff can understand and respond to a crisis situation.
- b. To deliver quality mental health counseling sessions to students at our campuses and our CARE Zone facility.

**VI. SERVICE AVAILABILITY:**

Counseling will be available between the hours of 7:45 am and 4:45 pm during school days and as needed after hours.

**VII. TARGET POPULATION:**

All SSAISD students for mental health counseling and all teachers for youth mental health first aid.

**VIII. ELIGIBILITY CRITERIA:**

Students will be referred for mental health counseling by their campus counselor or social worker. The service will be open to all students who are referred by their counselor or social worker to include students in special populations.

**IX. FEES (list fees in detail):**

No fees will be associated with these services.

**X. SPECIAL CONSIDERATIONS:**

Spanish speaking counselors will be requested.

**EXHIBIT “D”**  
**BUDGET**

**Budget Summary**  
**(Exhibit D)**

**Program Budget- \$195,278 Annually**

**Budget Summary**

<b>Budget Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
1. Personnel	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
2. Fringe	32,308	32,308	32,308	32,308	32,308
3. Travel	0	0	0	0	0
4. Equipment	0	0	0	0	0
5. Supplies	2,000	2,000	2,000	2,000	2,000
6. Contractual (Family Service)	60,970	60,970	60,970	60,970	60,970
7. Construction	0	0	0	0	0
8. Other	0	0	0	0	0
<b>9. Total Costs</b>	<b>\$195,278</b>	<b>\$195,278</b>	<b>\$195,278</b>	<b>\$195,278</b>	<b>\$195,278</b>

**Expense Category**

<b>Budget Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Personnel</b> (2 Licensed Mental Health Professionals)	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Medicare	1,450	1,450	1,450	1,450	1,450
Insurance	19,408	19,408	19,408	19,408	19,408
TRS	11,450	11,450	11,450	11,450	11,450
<b>Supplies</b> (Youth Mental Health Aid First Books)	2,000	2,000	2,000	2,000	2,000
<b>Contractual</b> Contract with Family Service to provide a mental health specialist	58,970	58,970	58,970	58,970	58,970
Contract with agency to provide Mental Health First Aid Training	2,000	2,000	2,000	2,000	2,000
<b>Total Costs</b>	<b>\$195,278</b>	<b>\$195,278</b>	<b>\$195,278</b>	<b>\$195,278</b>	<b>\$195,278</b>

**EXHIBIT “E”**  
**INVOICE PACKAGE**

1. Invoice
2. Expenditure Report
3. Monthly Performance Report
4. Demographics Report

**INVOICE**

AGENCY NAME: South San Antonio Independent School District

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PROJECT NAME: SSAISD Youth Mental Health Support through Youth Mental Health  
First Aid Training and Mental Health Counseling

---

PERIOD COVERED: Year \_\_\_\_\_ INVOICE NO: \_\_\_\_\_

Line-Item	Budget	TOTAL Cost to Date	Less Payment Received	\$ MONTHLY Amount Due
Personnel	\$100,000.00			
Fringe	\$32308.00			
Supplies	\$2000.00			
Contractual	\$60,970.00			
<b>Total Annual Budget:</b>	<b>\$195,278.00</b>			
Total Due:				\$

By signing this request for payment, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

<b>COUNTY USE ONLY</b>	
Reviewed by County _____	Date: _____
Approved by County _____	Date: _____



**INVOICE EXPENDITURE REPORT**

**Agency Name:** South San Antonio Independent School District  
 SSAISD Youth Mental Health Support through Youth Mental Health First  
**Program:** Aid Training and Mental Health Counseling  
**Invoice #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

DATE	PAYEE	AMOUNT
<b>SUBTOTAL</b>		
<b>TOTAL INVOICE</b>		

**PEFRORMANCE REPORT**

Bexar County  
 ARPA Local Fiscal Recovery Funds

<b>PROGRAM INFORMATION</b>	
Grantee Name	South San Independent School District
Project Name	SSAISD Youth Mental Health Support through Youth Mental Health First Aid Training and Mental Health Counseling
Project Address	1450 Gillette Boulevard, San Antonio, TX 78224
Priority Area	Mental Health
Unique Entity Identifier from SAM.gov	KHKUNN3F3XE8
Award #/ Contract ID	SSISD – 781K
Award Date	06/07/2022
Award Amount	\$781,110.00
Project Description	Therapy services for students.
Project Website	

<b>FEDERAL AWARD INFORMATION</b>	
Federal Award Information Number (FAIN):	SLFRP 1970
Awarding Agency:	Department of Treasury
CFDA #:	21.027
Federal Award Information Number (FAIN):	SLFRP 1970

## Monthly Performance Report

PERFORMANCE REPORT	
Performance Start Date	
Performance End Date	
<p style="text-align: center;">Project Status</p> <p> <input type="checkbox"/> Not Started               <input type="checkbox"/> Completed less than 50%               <input type="checkbox"/> Completed 50% or more               <input type="checkbox"/> Completed 100%         </p>	

FISCAL REPORT	
Total Expenditures to Date	
Current Month Expenditures	

EXPENDITURE CATEGORY	
<i>Select the Expenditure Category associated with your program. Include Expenditure Sub category.</i>	
<input checked="" type="checkbox"/>	Public Health Response
<input type="checkbox"/>	Negative Economic Impact
<input type="checkbox"/>	Services to Disproportionately Impacted Communities
<input type="checkbox"/>	Premium Pay
<input type="checkbox"/>	Infrastructure
<input type="checkbox"/>	Administration
Expenditure Sub Category #	1.12 Mental Health Services*^
(See appendix):	

**PROJECT DEMOGRAPHIC DISTRIBUTION**

This report must describe efforts to promote equity and distributed to targeted marginalized communities. Funding for a project will count as being targeted towards economically disadvantaged communities if the funding is spent one of the following:

*Select the option most applicable to your program; include Census Tract information as requested.*

A program/service provided at a physical location in a Qualified Census Tract (QCT) (For multi-site projects, if a majority of sites are within QCT).  
*List Census Tracts:*

A program/service where the primary intended beneficiaries live within a QCT.  
*List Census Tracts:*

A program or service for which the eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income for Bexar County.

A program or service for which the eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.

**BEXAR COUNTY – SCHOOL BASED BEHAVIORAL HEALTH SERVICES**

**ISD:** \_\_\_\_\_ **Campus:** \_\_\_\_\_

**Reporting Period Start:** XX/XX/XX **End:** XX/XX/XX

*Fill-in cells with number of (Students – Parents/Guardians – Faculty) receiving service, if service was not offered use N/A*

Brief Resilience Scale Assessments	Pre-results		Post-results	
Behavioral Health Screenings				
Students Referred	Behavioral Health Services		Substance Abuse Services	
Counseling Sessions Performed	On-Site	Group		Home
Students Provided Substance Use	Prevention Education		Intervention Services	
Students Provided Intensive Psychiatric Treatment				
Students Referred to Long-term Psychiatric Treatment				
Parents/Guardians Provided	Wrap-around Support	Navigation Assistance	Behavioral Health Education	
Staff Participated in Training to Identify Students with Needs				

**Prepared by:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** XX/XX/XX

**Signature:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** XX/XX/XX

**Signature:** \_\_\_\_\_

## Demographics Report

Period Covered: \_\_\_\_\_

### TOTAL # of Clients Served by Program

BEXAR COUNTY PRECINCT
Precinct 1
Precinct 2
Precinct 3
Precinct 4
TOTAL:

EDUCATION
Less than HS
HS Graduate
GED
Some College
Bachelor's Degree
Master's Degree
PhD

GENDER
Male
Female

MILITARY
Active
Veterans

ETHNICITY
Hispanic
Non-Hispanic

SPECIAL POPULATIONS
Foster Youth
Formerly Incarcerated

RACE
American Indian or Alaskan Native
Asian
Black or African
Hawaiian Native or Pacific Islander
White
Chose not to disclose

INCOME LEVELS
Under \$15,000
\$15,000 - \$24,999
\$25,000 - \$34,999
\$35,000 - \$49,999
\$50,000 - \$74,999
\$75,000 - \$99,999
\$100,000 - \$149,999
\$150,000 - \$199,999
\$200,000 and over

**REQUIRED PROGRAMMATIC DATA**

By Expenditure Category

The initial report should include the key indicators. Each report thereafter should include updated data for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand the any changes in performance indicators over time.

**PUBLIC HEALTH**

Select the category that best describes the industry for which payroll and benefits costs are being funded through ARPA dollars

- Public Health
- Healthcare
- Human Services
- Public Safety

**PROJECT DEMOGRAPHIC DISTRIBUTION**

What Impacted and/or Disproportionately Impacted population does this project primarily serve based on list included in [Appendix 5](#)?

General Public

If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served, based on list included in [Appendix 5](#). If the project does not serve more than one Impacted and/or Disproportionately Impacted population, click "None".

None

If a project primarily serves an Impacted and/or Disproportionately Impacted population under an "Other" category, add the relevant information in the narrative.

None

**PUBLIC HEALTH AND NEGATIVE ECONOMIC IMPACT**

Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced:

Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19:

**EVIDENCED-BASED INFORMATION**

Identify the dollar amount of the total project spending that is allocated towards evidence-based interventions.

Is a program evaluation of the project being conducted? Describe.



## Appendix 1: Definitions

**Appropriation:** An act of Congress that allows Federal agencies to incur obligations and to make payments out of the Treasury for specified purposes.

**Covered Benefits:** The costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

**Essential work:** Work involving regular in-person interactions or regular physical handling of items that were also handled by others. A worker would NOT be engaged in essential work and, accordingly may not receive premium pay, for telework performed from a residence.

**Human services employees:** employees providing or administering social services, public benefits, child welfare services, and child, elder, or family care

**Premium Pay:** An amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency (i.e. since January 27, 2020). Such amount may not exceed \$25,000 with respect to any single eligible worker.

Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is: 1. With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to \$13 per hour with no reduction, substitution, offset or other diminishment of the eligible worker's previous, current or prospective wages or remuneration, or 2. With regard to work that the eligible worker continues to perform, pay of up to \$13 that is in addition to the eligible worker's regular rate of wages or remuneration, with no reduction, substitution, offset, or other diminishment of the workers' current and prospective wages or remuneration.

**Obligations:** Contracts or other binding commitments made by Federal agencies to pay out money for products, services, or other purposes distinct from actual payments. Obligations incurred may not be larger than available budget authority, grant authority, loan authority, or available funds for processing and advertising expenses.

**Public health employees:** employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

**Public safety employees:** police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel.

**Qualified Census Tract (QCT):** Low-Income Housing Tax Credit Qualified Census Tracts must have 50 percent of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25 percent or more. Difficult Development Areas (DDA) are areas with high land, construction and utility costs relative to the area median income and are based on Fair Market Rents, income limits, the 2010 census counts, and 5-year American Community Survey (ACS) data.

## Appendix 2: Expenditure Categories

The Expenditure Categories (EC) listed below must be used to categorize each project. The term “Expenditure Category” refers to the detailed level (e.g., 1.1 COVID-19 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

\* Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details). Please note the evidence-based questions are only applicable to States, U.S. Territories, and metropolitan cities and counties with population over 250,000.

^Denotes areas where recipients must report on whether projects are primarily serving disproportionately impacted communities (see Project Demographic Distribution section above for details).

1: Public Health
1.1 COVID-19 Vaccination
1.2 COVID-19 Testing
1.3 COVID-19 Contact Tracing
1.4 Prevention in Congregate Settings (Nursing homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5 Personal Protective Equipment*
1.6 Medical Expenses(Including Alternative Care Facilities)*
1.7 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)*
1.8 COVID-19 Assistance to Small Businesses^
1.9 COVID-19 Assistance to Non-Profits^
1.10. COVID-19 Aid to Impacted Industries^
1.11 Community Violence Interventions*
1.12 Mental Health Services*^
1.13 Substance Use Services*^
1.14 Other Public Health Services*^
2: Negative Economic Impacts
2.1 Household Assistance: Food Programs*
2.2 Household Assistance: Rent, Mortgage, and Utility Aid*
2.3 Household Assistance: Cash Transfers*
2.4 Household Assistance: Internet Access Programs*
2.5 Household Assistance: Paid Sick and Medical Leave^
2.6 Household Assistance: Health Insurance*^
2.7 Household Assistance: Services for Un/Unbanked*^
2.8 Household Assistance: Survivor’s Benefits^
2.9 Unemployment Benefits of Cash Assistance to Unemployed Workers*^
2.10. Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)*^
2.11 Healthy Childhood Environments: Child Care*^
2.12 Healthy Childhood Environments: Home Visiting*^
2.13 Healthy Childhood Environments: Services to Foster Youth or Families involved in Child Welfare System*^
2.14 Healthy Childhood Environments: Early Learning*^

2.15 Long-term Housing Security: Affordable Housing*^
2.16 Long-term Housing Security: Services for Unhoused Persons86
2.17 Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities*^
2.19 Social Determinants of Health: Community Health Workers or Benefits Navigators*^
2.20 Social Determinants of Health: Lead Remediation*^
2.21 Medical Facilities for Disproportionately Impacted Communities^
2.22 Strong Healthy Communities: Neighborhood Features that Promote Health & Safety^
2.23 Strong Healthy Communities: Demolition and Rehabilitation of Properties^
2.24 Addressing Educational Disparities: Aid to High-Poverty Districts^
2.25 Addressing Educational Disparities: Academic, Social and Emotional Services*^
2.26 Addressing Educational Disparities: Mental Health Services*^
2.27 Addressing Impacts of Lost Instruction Time^
2.28 Contributions to UI Trust Funds^
2.29 Loans or Grants to Mitigate Financial Hardship^
2.30 Technical Assistance, Counseling, or Business Planning*^
2.31 Rehabilitation of Commercial Properties or Other Improvements
2.32 Business Incubators and Start-Up or Expansion Assistance
2.33 Enhanced Support to Microbusinesses
2.34 Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^
2.35 Aid to Tourism, Travel, or Hospitality
2.36 Aid to Other Impacted Industries^
2.37 Economic Impact Assistance: Other*^
<b>3: Public Health-Negative Economic Impact: Public Sector Capacity</b>
3.1 Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers
3.2 Public Sector Workforce: Rehiring Public Sector Staff
3.3 Public Sector Workforce: Other
3.4 Public Sector Capacity: Effective Service Delivery
3.5 Public Sector Capacity: Administrative Needs
<b>4: Premium Pay</b>
4.1 Public Sector Employees
4.2 Private Sector: Grants to other employers
<b>5: Infrastructure</b>
5.1 Clean Water: Centralized wastewater treatment
5.2 Clean Water: Centralized wastewater collection and conveyance
5.3 Clean Water: Decentralized wastewater
5.4 Clean Water: Combined sewer overflows
5.5 Clean Water: Other sewer infrastructure
5.6 Clean Water: Stormwater
5.7 Clean Water: Energy conservation
5.8 Clean Water: Water conservation
5.9 Clean Water: Nonpoint source

5.10. Drinking water: Treatment
5.11 Drinking water: Transmission & distribution
5.12 Drinking water: Transmission & distribution lead remediation
5.13 Drinking water: Source
5.14 Drinking water: Storage
5.15 Drinking water: Other water infrastructure
5.16 Water & Sewer: Private Wells
5.17 Water & Sewer: IJJA Bureau of Reclamation Match
5.18 Water & Sewer: Other
5.19 Broadband: "Last Mile" projects
5.20 Broadband IJJA Match
5.21 Broadband: Other projects
<b>6: Revenue Replacement</b>
6.1 Provision of Government Services
6.2 Non-federal Match for other Federal Programs
<b>7: Administrative</b>
7.1 Administrative Expenses
7.2 Transfers to Other Units of Government

### Appendix 3: Intake Form EXAMPLE- ARPA funded program clients

You must include the mandatory performance report data disaggregated by race, ethnicity, gender, income, and other relevant factors. Below you will find an example of a basic intake form that can be utilized by your organization.

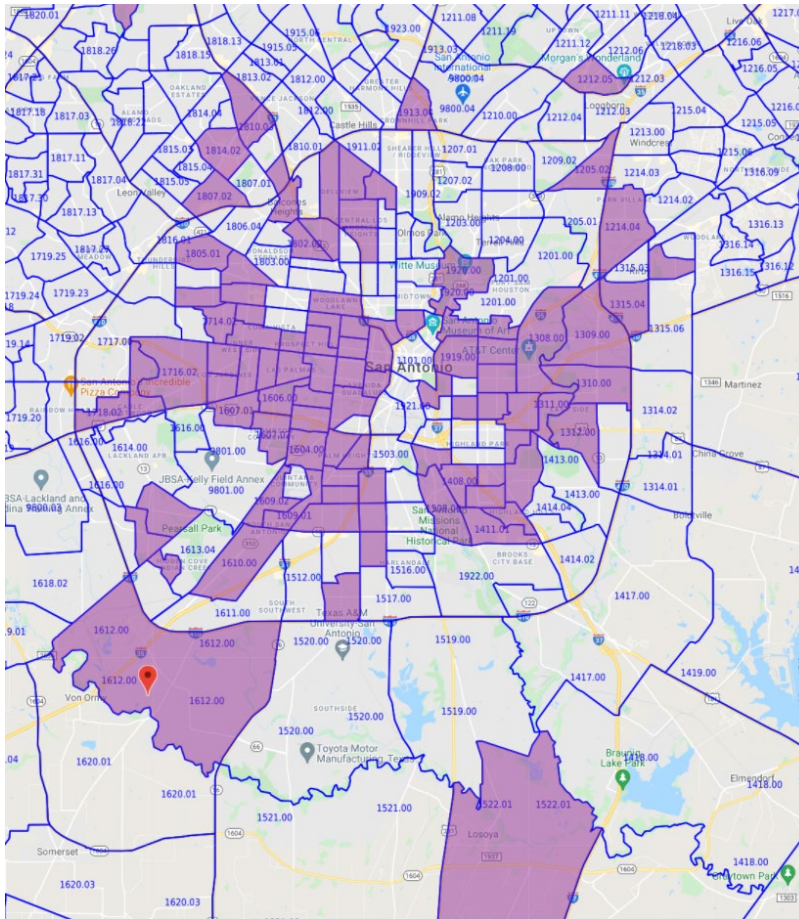
Identification	
Date:	
First Name:	MI:
Last Name:	Suffix:
Address:	Zip:
Phone:	Precinct:

To Find Precinct information: <https://www.bexar.org/2231/Who-represents-me-Search>

Education			
Last Grade Completed (Grades 1-12):		HS Diploma/Equivalency: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest Post-Secondary Education Level Completed:		Licenses:	
Other Certifications:		Skills:	

Demographics	
<p><u>Gender</u></p> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Chose not to disclose	<p><u>Reentry</u></p> <p>Formerly incarcerated: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Probation System: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><u>Ethnicity</u></p> <p>Hispanic/Latino: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><u>Income Level:</u></p> <input type="checkbox"/> Under \$15,000 <input type="checkbox"/> \$ 15,000 - \$ 24,999 <input type="checkbox"/> \$ 25,000 - \$ 34,999 <input type="checkbox"/> \$ 35,000 - \$ 49,999 <input type="checkbox"/> \$ 50,000 - \$ 74,999 <input type="checkbox"/> \$ 75,000 - \$ 99,999 <input type="checkbox"/> \$100,000 - \$149,999 <input type="checkbox"/> \$150,000 - \$199,999 <input type="checkbox"/> \$200,000 and over
<p><u>Race</u></p> <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African <input type="checkbox"/> Hawaiian Native or Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Chose not to disclose	
<p><u>Military</u></p> <p>Active Military: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

## Appendix 4: Qualified Census Tracts (QCT) in Bexar County



2022 IRS SECTION 42(d)(5)(B) QUALIFIED CENSUS TRACTS  
 (2010 Decennial Census and 2013-2017, 2014-2018, 2015-2019 American Community Survey (ACS) Data; OMB Metropolitan Area Definitions, August 15, 2017)  
 \*Effective Date January 1, 2022

State: Texas

COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	
Bexar County	1103.00	1105.00	1106.00	1107.00	1108.00	1110.00	1205.02	1212.05	1214.04	1303.00	1304.01	1304.02	
	1305.00	1306.00	1307.00	1308.00	1309.00	1310.00	1311.00	1312.00	1315.04	1315.07	1403.00	1406.00	
	1408.00	1409.00	1410.00	1411.01	1411.02	1412.00	1504.00	1505.01	1505.02	1506.00	1508.00	1510.00	
	1511.00	1513.02	1514.00	1522.01	1601.00	1603.00	1604.00	1605.01	1605.02	1606.00	1607.01	1607.02	
	1609.01	1609.02	1610.00	1612.00	1613.03	1615.01	1615.04	1701.01	1701.02	1702.00	1703.00	1704.01	
	1704.02	1705.00	1708.00	1709.00	1710.00	1711.00	1712.00	1713.01	1713.02	1714.02	1715.01	1715.02	
	1716.01	1716.02	1718.02	1802.01	1802.02	1804.00	1805.01	1805.04	1807.02	1808.00	1809.02	1810.03	
	1810.05	1813.03	1814.02	1818.20	1906.04	1910.03	1910.04	1910.06	1913.04	1919.00	1920.00		

Source: <https://www.huduser.gov/portal/datasets/qct.html>

## Appendix 5: Project Demographic Distribution Information

For ECs 1.1 – 2.37 applicable to Public Health and Negative Economic Impacts, recipients must report whether projects are targeted to impacted and disproportionately impacted communities.

The following options are available:

	Impacted	Disproportionately Impacted
Public Health	<ul style="list-style-type: none"> <li>• General Public</li> </ul>	
Assistance to Households	<ul style="list-style-type: none"> <li>• Low- or-moderate income households or communities<sup>8</sup></li> <li>• Households that experienced unemployment</li> <li>• Households that experienced increased food or housing insecurity</li> <li>• Households that qualify for certain federal programs<sup>9</sup></li> <li>• For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time</li> <li>• Other households or populations that experienced a negative economic</li> </ul>	<ul style="list-style-type: none"> <li>• Low-income households and communities<sup>10</sup></li> <li>• Households and populations residing in Qualified Census Tracts</li> <li>• Households that qualify for certain federal benefits<sup>11</sup></li> <li>• Households receiving services provided by Tribal governments</li> <li>• Households residing in the U.S. territories or receiving services from these governments</li> <li>• For services to address educational disparities, Title I eligible schools<sup>12</sup></li> </ul>

<sup>8</sup> Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

<sup>9</sup> For Impacted households, these programs are Children’s Health Insurance Program (“CHIP”); Childcare Subsidies through the Child Care and Development Fund (“CCDF”) Program; Medicaid; National Housing Trust Fund (“HTF”), for affordable housing programs only; Home Investment Partnerships Program (“HOME”), for affordable housing programs only.

<sup>10</sup> Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.

<sup>11</sup> For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families (“TANF”), Supplemental Nutrition Assistance Program (“SNAP”), Free- and Reduced-Price Lunch (“NSLP”) and/or School Breakfast (“SBP”) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (“SSI”), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (“WIC”), Section 8 Vouchers, Low-Income Home Energy Assistance Program (“LIHEAP”), and Pell Grants.

<sup>12</sup> For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school service as eligible. “Title I eligible schools” means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

	<b>Impacted</b>	<b>Disproportionately Impacted</b>
	impact of the pandemic other than those listed above (please specify)	<ul style="list-style-type: none"> <li>Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)</li> </ul>
Assistance to Small Businesses	<ul style="list-style-type: none"> <li>Small businesses that experienced a negative economic impact of the pandemic</li> <li>Classes of small businesses designated as negatively economically impacted by the pandemic (please specify)</li> </ul>	<ul style="list-style-type: none"> <li>Small businesses operating in Qualified Census Tracts</li> <li>Small businesses operated by Tribal governments or on Tribal lands</li> <li>Small businesses operating in the U.S. territories</li> <li>Other small businesses disproportionately impacted by the pandemic (please specify)</li> </ul>
Assistance to Non-Profits	<ul style="list-style-type: none"> <li>Non-Profits that experienced a negative economic impact of the pandemic</li> <li>Classes of non-profits designated as negatively economically impacted by the pandemic (please specify)</li> </ul>	<ul style="list-style-type: none"> <li>Non-profits operating in Qualified Census Tracts</li> <li>Non-profits operated by Tribal governments or on Tribal lands</li> <li>Non-profits operating in the U.S. territories</li> <li>Other non-profits disproportionately impacted by the pandemic (please specify)</li> </ul>
Aid to Impacted Industries	<ul style="list-style-type: none"> <li>Travel, tourism, or hospitality sectors (including Tribal development districts)</li> <li>Industry outside the travel, tourism, or hospitality sectors that experienced a negative economic impact of the pandemic (please specify)</li> </ul>	N/A



## **Exhibit “F”**

### **INVOICE GUIDANCE**

#### **Purpose**

The purpose of this document is to provide invoicing guidance and describe responsibilities, procedures, and instructions governing the review and approval of invoice payments to grant recipients. This guidance will help ensure that invoices are properly and consistently reviewed and analyzed in a standardized manner prior to making payments to grant recipients.

#### **Terms of Payment**

Grant payments occur on a reimbursement basis, meaning that payment will be made after the eligible expense has been incurred and paid by the grant recipient. The grant recipient must request reimbursement of expenses by submitting a signed invoice and completed invoice package. Invoice packages must include required documentation of expenses.

All grantees need to track project expenses accurately using the same expense categories as in the approved budget included in the executed agreement. To be eligible for reimbursement, all expenses must meet all applicable requirements of the executed agreement.

#### **Invoices and documentation**

Invoices are due to our office on a monthly basis. Grantees should invoice Bexar County for project costs and send copies of receipts or other documentation that confirms that vendors, consultants, personnel, etc. have been paid. Documentation must demonstrate that costs are: reasonable, accurate and allowable; within grant limits; and treated consistently

Documentation must include, but is not limited to:

- Itemized receipt or vendor invoice - merchant name, transaction date, amount paid, list of items purchased, list of any additional charges, form of payment used
- Timesheets - Signed timesheet indicating hours allocated to grants/ project
- Proof of Payment - Payroll Log, cancelled check (front and back), Monthly Credit Card/Bank statement demonstrating purchase

## Typical Invoice Problems

- Missing timesheets/unsigned timesheets
- Disallowed Costs (taxes, unapproved expenditures)
- Math errors
- Submitting proposal instead of invoice
- Incorrect/missing shipment information on receipts (Amazon orders)
- Missing details on receipt – date, vendor address
- Submitting credit card or bank statements instead of vendor receipts

## Disallowed costs

- Items paid for with a gift card will most likely not be reimbursed
- Sales taxes are not reimbursed
- Purchases not in line with the award or approved budget line items will not be reimbursed. For example: paying for a catered lunch or lunches for group meeting - if it was not listed on the Project Budget it will not be approved

## Performance Reports

Performance reports must be submitted monthly accompanying your invoice. These reports describe the Grantees accomplishments and share achievements and progress made towards program goals and to ensure accountability and transparency in the use of County funds. Progress reports contain updates on activities and align with expenditures that occurred since the previous report. The information provided is used by the County when reviewing an invoice and to keep up on project progress and to ensure compliance with contractual requirements.

Performance supporting documentation including, but not limited to, newspaper articles, brochures, flyers, meeting notices, meeting minutes, training agendas, attendance rosters and any information that would support or authenticate the progress of performance relating to the terms of the grant agreement should also be submitted.

## Required Invoice Documentation

PROGRAM BUDGET CATEGORIES	REQUIRED DOCUMENTATION
Salaries	<ul style="list-style-type: none"> <li>• Signed timesheet including number of hours allocated to grants/ projects</li> <li>• Proof of payment (cancelled check made payable to employee, bank statements, etc. or payroll register listing the name(s) of each employee(s) charged to the grant</li> </ul> <p>At the beginning of your grant period, the first invoice for reimbursement of salary expenses must demonstrate how the expense was calculated.</p>
Fringe Benefits <i>(health insurance, state and federal withholdings and any other benefits paid)</i>	<ul style="list-style-type: none"> <li>• Signed timesheet including number of hours allocated to grants/ projects</li> <li>• Proof of payment (cancelled check made payable to employee, bank statements, etc. or payroll register listing the name(s) of each employee(s) charged to the grant</li> </ul> <p>At the beginning of your grant period, the first invoice for reimbursement of fringe benefit expenses must demonstrate how the expense was calculated.</p>
Staff Trainings	<ul style="list-style-type: none"> <li>• Sign in sheets – signed by both instructor &amp; participants</li> <li>• List of staff trained with name, title, training course, date trained</li> <li>• Curriculum</li> <li>• Consultant/Trainer agreement</li> <li>• Invoice or receipts</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>
Training/Conferences	<ul style="list-style-type: none"> <li>• Conference Agenda</li> <li>• Confirmation of scheduled training</li> <li>• Receipt or bank statement identifying Conference Registration Payment</li> <li>• Itemized receipts for Airfare, Hotel, Car Rental</li> <li>• Receipts for meals and local travel: taxis, mileage logs, train tickets</li> </ul>
Travel/Mileage	<ul style="list-style-type: none"> <li>• mileage log sheet</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>
Communication - Telephone/Cell Phone/ Internet	<ul style="list-style-type: none"> <li>• Phone bill</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>

Printing/Copies	<ul style="list-style-type: none"> <li>• Vendor Invoice, Order confirmation or Receipt</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>
Postage	<ul style="list-style-type: none"> <li>• Vendor Invoice, Order confirmation or Receipt</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>
Facility Rental	<ul style="list-style-type: none"> <li>• Invoice,</li> <li>• signed lease agreement</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>
<b>PROGRAM BUDGET CATEGORIES</b>	<b>REQUIRED DOCUMENTATION</b>
Insurance	<ul style="list-style-type: none"> <li>• Vendor Invoice, Order confirmation or Receipt</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>
Supplies - Office / Administrative	<ul style="list-style-type: none"> <li>• Vendor Invoice, Order confirmation or Receipt</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>
Equipment Lease/Agreement	<ul style="list-style-type: none"> <li>• Vendor Invoice, Order confirmation or Receipt</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> <li>• signed lease agreement</li> </ul>
Utilities - Water/Gas/Electric	<ul style="list-style-type: none"> <li>• Vendor Invoice, Order confirmation or Receipt</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>
Maintenance/Repairs - Vehicles / Equipment Upkeep	<ul style="list-style-type: none"> <li>• Vendor Invoice, Order confirmation or Receipt</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> <li>• signed contract</li> </ul>
Advertising	<ul style="list-style-type: none"> <li>• Vendor Invoice, Order confirmation or Receipt</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> <li>• signed contract</li> </ul>
Public Relations	<ul style="list-style-type: none"> <li>• Vendor Invoice, Order confirmation or Receipt</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>
Professional Fees/ Contract Labor (i.e. non-salaried)	<ul style="list-style-type: none"> <li>• Vendor Invoice, Order confirmation or Receipt</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>

	<ul style="list-style-type: none"> <li>• Employment Contracts (signed by both parties with deliverables and payment terms)</li> <li>• Proof of payment (cancelled check made payable to vendor, credit card statements, bank statements, etc.)</li> </ul>
Volunteer Stipends	<ul style="list-style-type: none"> <li>• All invoices, purchase orders and canceled checks or any other method of payment for the purchase of the incentive</li> <li>• Register of receipt signed by client indicating that they received the incentive. Log should include clients name, signature, type of incentive and date it was received</li> </ul>
Program Materials/Supplies/Incentives	<ul style="list-style-type: none"> <li>• Vendor Invoice, Order confirmation or Receipt</li> <li>• Proof of payment (canceled check, bank statement, electronic reference, etc.)</li> </ul>
Direct Client Assistance	<ul style="list-style-type: none"> <li>• All invoices, purchase orders and canceled checks or any other method of payment for the purchase of the incentive</li> <li>• Register of receipt signed by client indicating that they received the incentive. Log should include clients name, signature, type of incentive and date it was received</li> </ul>

**EXHIBIT “G”**  
**INSURANCE**

1.01 COUNTY and SUBRECIPIENT acknowledge that they are political subdivisions of the State of Texas and are subject to and comply with the applicable provisions of the Texas Tort Claim Act, as set out in the Texas Civil Practice Remedies Code, Section 101.001 et seq., and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death. SUBRECIPIENT will maintain in force during the term of this Agreement adequate insurance to cover any claims by third-parties or by employees, including workers’ compensation/employer’s liability coverage provided at statutory minimum coverage.

1.02 In all contracts entered into by SUBRECIPIENT for any services required under this Agreement, SUBRECIPIENT shall include provisions reflecting:

(a) SUBRECIPIENT shall require all consultants, contractors, subcontractors and suppliers to maintain insurance coverage limits that are sufficient to compensate COUNTY and SUBRECIPIENT for their respective interests in the Project with regard to any liability a third party may have as a result of providing services for the Project. COUNTY shall be named additional insured on Project-related policies naming SUBRECIPIENT as an additional insured. SUBRECIPIENT shall provide COUNTY with copies of the completed Certificates of Insurance which Certificates shall be completed by an agent authorized to bind the named underwriters and their companies to the coverage limits and termination provisions shown thereon. COUNTY reserves the right to review the insurance requirements during the effective period of this Agreement, and any extension or renewal hereof, and to modify insurance coverage and limits when deemed necessary and prudent by County’s Risk Manager based upon changes in statutory law or court decisions. If COUNTY requests a coverage modification which results in an increased cost, COUNTY shall be responsible for the increased cost and SUBRECIPIENT shall have no obligation to request a coverage modification until COUNTY submits payment to cover the increased cost. SUBRECIPIENT will not allow any modifications to the insurance coverage through which COUNTY may incur increased risks.

(b) SUBRECIPIENT shall require all contractors and service providers to maintain statutory worker’s compensation insurance for all of their employees with a waiver of subrogation in favor of COUNTY and SUBRECIPIENT.

## ADDENDUM “A”

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- (e) Will submit to Bexar County information about each proceeding that occurs during this Agreement Term or during the recordkeeping period that:
  - (1) Is in connection with this award;
  - (2) Reached its final disposition during the most recent five year period; and
  - (3) Is one of the following:
    - i. A criminal proceeding that resulted in a conviction, as defined below;
    - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damage in excess of \$100,000; or
    - iv. Any other criminal, civil, or administrative proceeding if:
      - 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) – (iii) of this award term and condition;

2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- (4) For purposes of section (e) of this certification the following definitions apply:
- i. An “administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  - ii. A “conviction”, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Agreement.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction,” without modification, in all subcontracts and in all solicitations for subcontracts:

***“CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS***

*(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

*(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*



**LOWER TIER PARTICIPANT/SUBCONTRACTOR:**

\_\_\_\_\_  
*[Signature]*

*Printed Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Date:* \_\_\_\_\_”

This certification is a material representation of fact upon which reliance is placed when Bexar County awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, Bexar County may terminate this Agreement for cause or default.

**SUBRECIPIENT:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM “B”**

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

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE**

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SUBRECIPIENT:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_