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 BEXAR COUNTY HOSPITAL DISTRICT d/b/a UNIVERSITY HEALTH (“SUBRECIPIENT” or “Grantee”), a political subdivision 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.

1.05 SUBRECIPIENT is an entity offering support to Bexar County residents by constructing and equipping two new clinical/public health facilities in medically underserved areas of Bexar County, one to be located on the South side of Bexar County and the other to be located in Southeast Bexar County (individually a “Facility” or, collectively, the Facilities) to serve as major clinical and public health sites as well as population resources for the community to mitigate the public health impacts of the COVID–19 public health emergency by targeting the region’s social determinants of health inequity (“Project” or “Program”), as further described in Exhibit “B”,

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Exhibit “B-1” and Exhibit “C”. Upon completion, the Project will be owned, operated and maintained by the SUBRECIPIENT as further detailed herein. SUBRECIPIENT will incur certain costs or expenses in connection with the Project, which are eligible for reimbursement by SLFRF Grant Funds under Expense Category 1.14, Other Public Health Services.

1.06 The ARPA Office has determined, following an evaluation of SUBRECIPIENT’s application for funds 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. 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 or cause to be performed 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 SLFRF 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 requests for budget revisions to COUNTY for approval in accordance with this Agreement and Exhibit “D”. All budget revision requests must be submitted no less than 120 days prior to the end of the contract period of December 31, 2026. 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, Monthly Performance Report and the Monthly Progress Report required pursuant to Exhibit “D”) 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.

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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 under this Agreement.

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, FAQs, 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.

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: $40,000,000.00
   e) CFDA Number: 21.027
   f) SUBRECIPIENT Unique Entity Identifier from SAM.gov: JTALGHD9SUH5

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SUBRECIPIENT Obligations

4.04 **Procurement.** SUBRECIPIENT will comply with the procurement requirements of 2 CFR Part 200 Subpart D. In addition, SUBRECIPIENT will comply with all requirements pertaining to procurement contained in Exhibit “D” of this Agreement.

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, including but not limited to having documentation that SUBRECIPIENT checked the appropriate federal and state records for debarred and suspended parties. Further, SUBRECIPIENT will ensure that subcontractors comply with all applicable requirements related to ARPA, whether or not cited or referenced in this Agreement.
   c) Subcontractors must be selected by following the procurement requirements outlined in 2 CFR 200.318 through 2 CFR 200.327.
   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.
   f) SUBRECIPIENT shall be responsible for paying its subcontractors and COUNTY shall have no liability for payment to any subcontractors utilized by SUBRECIPIENT.

4.06 **Return of Funding.** SUBRECIPIENT acknowledges and agrees that SUBRECIPIENT’s award and use of SLFRF Grant Funds is subject to recoupment by Treasury and/or COUNTY for the SUBRECIPIENT’s failure to use the funds for the Project in strict accordance with ARPA, the SLFRF and rules, regulations and guidance promulgated thereto, and this Agreement. Should SUBRECIPIENT fail to comply with this Agreement, including applicable deadlines contained herein, 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 by Treasury and/or COUNTY as subject to recoupment, 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 CFR 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, and subject to the requirements in the Texas Single

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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. Treasury’s Final Rule FAQ #13.16 provides additional guidance regarding use and disposition requirements for assets purchased with SLFRF Grant Funds.

Pursuant to 2 CFR §200.330, the Federal Government retains an interest in real property acquired or improved under a federal award. As further described in 2 CFR §200.311, when real property acquired or improved under a federal award is no longer needed for the originally authorized purpose, SUBRECIPIENT must obtain disposition instructions from either Treasury or COUNTY providing for one of the following alternatives: (1) retain title after compensating Treasury; (2) sell the property and compensate Treasury; or (3) transfer title to Treasury or to a third party designated/approved by Treasury.

4.13 **Labor Standards.** SUBRECIPIENT acknowledges and agrees that all contracts related to the Project that are (1) in excess of $100,000.00 and (2) involve employment with mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5), and 2 CFR 200, Appendix II.

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**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 in the form set forth in Exhibit “E” and monthly progress reports as detailed in Exhibit “D”. The SUBRECIPIENT acknowledges that at the time of the execution of this Agreement, reporting requirements established by the Treasury or other federal entities related to the SLFRF may not be fully known or established. SUBRECIPIENT agrees to cooperate with COUNTY to fully meet any required reporting associated with the SLFRF Grand Funds provided under this Agreement.

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 visits to SUBRECIPIENT’s Project Sites, as set forth in Exhibit “C”, in accordance with the terms and conditions contained in Exhibit “D”, to determine performance and compliance with the terms of this Agreement.

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; 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 CFR § 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 CFR § 200.339 and 2 CFR § 200.340. Costs during suspension or after termination may be paid as discussed in 2 CFR § 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.

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
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

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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) 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 procure, pay for, and maintain during the term of this Agreement the insurance coverage or maintain self-insurance coverage in the limits and under the terms 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 SUBCONTRACT REQUIRING THE COUNTY TO BE NAMED AS AN INDEMNITY, 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 directly to COUNTY 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.

14.11 **Licenses and Certifications.** SUBRECIPIENT warrants and certifies that its employees and those of its subcontractors have the requisite training, licenses or certifications to provide the services required under this Agreement, and that they meet all competency standards promulgated by all other authoritative bodies, as applicable to the services provided under this 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 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 Award Terms and Conditions
b) Exhibit “B” - SUBRECIPIENT Specific Terms
   • Exhibit “B-1” – Capital Project Written Justification
c) Exhibit “C” – Project Description
   • Statement of Work
   • Project Schedule
   • Project Budget
   • Project Site Description and Site Map
   • Project Plans
d) Exhibit “D” - Capital Project Terms and Conditions
e) Exhibit “E” - Invoice Package
   • Invoice
   • Expenditure Report
   • Monthly Performance 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
j) Addendum “C” - Programmatic Data for Capital Projects Over $10 Million

ARTICLE SEVENTEEN
COMMISSIONERS COURT AUTHORIZATION

17.01 This Agreement was approved by Order of the Commissioners Court dated October 11, 2022 authorizing the County Judge to execute this Agreement on behalf of COUNTY. The SLFRF Grant Funds provided pursuant to this Agreement are expressly subject to the fulfillment by SUBRECIPIENT of all of the terms and conditions described herein.

THIS AGREEMENT IS EXECUTED THIS 11 DAY OF October, 2022.

COUNTY OF BEXAR

By: [Signature]
Nelson W. Wolff
County Judge

APPROVED AS TO LEGAL FORM:

By: [Signature]
Siobhan K. Karger
Assistant Criminal District Attorney
Civil Division

BEXAR COUNTY HOSPITAL DISTRICT
d/b/a UNIVERSITY HEALTH

By: [Signature]
George B. Hernández, Jr., JD
President/Chief Executive Officer

APPROVED AS TO LEGAL FORM:

By: [Signature]
Scrina Rivelé
Vice President/Chief Legal Officer

ARPA Grant Agreement – Bexar County Hospital District d/b/a University Health
APPROVED AS TO FINANCIAL CONTENT:

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

By: 
David Smith
County Manager

APPROVED:

By: 
Melissa Shannon
Government Affairs/ARPA Office Director
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

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.

Authorized Representative: Nelson W. Wolff  
Title: County Judge  
Date signed: 05/11/2021

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.
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.
      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.


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.”


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(c) 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 basis 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, 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

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:  Bexar County Hospital District d/b/a University Health
George B. Hernández, Jr., JD
President/Chief Executive Officer
4502 Medical Drive
San Antonio, Texas 78229

With a copy to:   Bexar County Hospital District d/b/a University Health
Roberto Villarreal, M.D., MPH
Sr. VP, Chief Public Health, Innovation, and Equity
4502 Medical Drive
San Antonio, Texas 78229

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 Bexar County pursuant to Texas Health and Safety Code section 122.001.

SUBRECIPIENT Risk Assessment Evaluation: The ARPA Office has evaluated SUBRECIPIENT’s risk of noncompliance with federal requirements for expenditure of SLFRF Grant Funds. SUBRECIPIENT was rated 4.1146 out of a total score of 5.0 (with 5 being a low risk of noncompliance), a “strong” score. The ARPA Office has determined that no additional controls are needed to address SUBRECIPIENT’s risk of noncompliance.

SLFRF Expenditure Category: 1.14, Other Public Health Services as discussed in the Final Rule:

Treasury is clarifying that when assessing whether a program or service is an eligible use to respond to the public health impacts of the COVID–19 public health emergency, the Department will consider the two eligibility requirements discussed below. These standards apply to all proposed public health uses.

First, there must be a negative public health impact or harm [from COVID-19] experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a “class,” and to provide assistance to that class. In the case of some impacts, for example impacts of COVID-19 itself that are addressed by providing prevention and mitigation services, such a class could reasonably include the general public.

Second, the program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused.
Term: The term of the Agreement with SUBRECIPIENT will commence when last executed by all Parties and will terminate on December 31, 2026, unless extended or terminated by the COUNTY in writing and in accordance with this Agreement. All underlying eligible expenditures must be incurred after March 1, 2021, and by August 31, 2026. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on September 30, 2026, using the forms in the attached Exhibit “E”. For purposes of this Agreement, a cost is “incurred” when SUBRECIPIENT has expended funds to cover the cost. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or compliance beyond a termination date or natural end of this Agreement, shall survive such end date and shall be enforceable as provided herein.

Compensation: For eligible expenses or qualifying services rendered, COUNTY will reimburse SUBRECIPIENT an amount not to exceed **FORTY MILLION DOLLARS and NO CENTS ($40,000,000.00)**, for the allocated costs and expenses of the Project, detailed in Exhibit “C”, Project Budgets, pursuant to the terms and conditions of this Agreement.
Part One: Description of the Harm, Impact, or Need to Be Addressed

This section includes the following documentation:

- Describe the specific harm, impact, or need to be addressed with your proposal
- Describe why the harm was exacerbated or caused by the COVID-19 public health emergency
- Provide quantitative information on the extent and type of harm, such as the number of individuals affected

The Harm to be Addressed in Bexar County

Bexar County is a rapidly growing county with developing infrastructure and services but many of its residents living in unincorporated areas of the County face continuing challenges. In general, the area of greatest need extends south of U.S. Highway 90 to the County line. This region is less populated and has significantly fewer health care facilities and community support services.

Many residents of Bexar County experience significant poverty and a lack of health insurance. The median household income for Bexar County in 2020 was $58,288, yet 15% of the County population lives below 200% of the federal poverty level. Further, 16% of the population is uninsured. A high percentage of those residents in these categories live in the southern part of the County. These populations are disproportionately impacted by the harms of poverty, lack of access to health care, and lack of availability of healthy living resources in areas convenient to where they live. These challenges are recognized by the federal government as significant parts of the County, which are designated as Medically Underserved Areas/Populations (MUA/P) and/or Health Professional Shortage Areas (HPSA) by the U.S. Health Resources and Services Administration (HRSA). In addition, the COVID-19 pandemic continues to disproportionately affect this population across Bexar County, prompting additional measures to address the inequities and provide public health services needed for recovery of the most affected communities, reduce barriers to care, and expand access to preventive and other services.

Quantifying the Harm

The harm that this population has experienced before the pandemic can be quantified, at least in part by disparities in health outcomes when compared across different County regions. Selected examples of harm in the form of disease risk or known disease in Bexar County are listed below and profiled for the specific communities assessed.

University Health reviewed health outcomes data in three targeted areas of the southern half of Bexar County. Selected disease rates were reviewed in the zip codes within a five-mile radius of each of these targeted areas using CDC data (Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Division of Population Health, PLACES, Local Data for Better Health, ZCTA Data 2020 Release, updated 12/2/2021). These data were compared to disease rates in three areas in the northern part of the County, although no new building sites relative to this initiative are planned in those locations.

The following data show the incidence of disease in the southern areas of the County as compared with northern reference areas:
A. These areas have a higher incidence of diabetes in the population vs. areas further north in the County (2019 values, the latest available):
   - South East Site (assessment area population of 100K): 14.8 value (0 to 100 scale, where lower is better). The disease burden of this site was higher than the 11.4 value of the comparison north-east area (population of 323,190).
   - South Central Site (population of 231K): 16.7 value (0 to 100 scale, where lower is better). This disease burden of this site was higher than that of 9.3 for the comparison north central area (population of 162K).
   - South West Site (population of 101K): 11.6 value (0 to 100 scale, where lower is better). This disease burden of this site was higher the value of 9.5 for the comparison north-west area (population of 316K).

B. These areas have a higher incidence of high blood pressure in the population vs. areas further north in the County (2019 values, the latest available):
   - South East Site: 38.8 value (0 to 100 scale, lower is better). The disease burden of this site was higher than that of the comparison north-east area which was 32.8.
   - South Central Site: 35.0 value (0 to 100 scale, lower is better). The disease burden of this site was higher than that of the comparison north central area which was 30.7.
   - South West Site: 30.1 value (0 to 100 scale, lower is better). The disease burden of this site was higher than that of the comparison north-west area which was 28.2.

C. These areas have a higher incidence of the health risk of physical inactivity in the population vs. areas further north in the County (2019 values, the latest available):
   - South East Site: 29.5 value (0 to 100 scale, lower is better). The disease burden of this site was higher than that of the comparison north-east area which was 25.3.
   - South Central Site: 36.1 value (0 to 100 scale, lower is better). The disease burden of this site was higher than that of the comparison north central area which was 18.7.
   - South West Site: 27.7 value (0 to 100 scale, lower is better). The disease burden of this site was higher than that of the comparison north-west area which was 22.2.

These values quantify some of the adverse health outcomes for these targeted areas, especially as compared with other areas of the County. These and other conditions have been exacerbated by the occurrence of the pandemic in this region. Access to health care was significantly limited during that period of time, causing further reductions in health care received as well as opportunities for disease screening among those living in these areas.

Addressing the Harm
The nature of the harm, namely that of the COVID-19 pandemic in combination with the presence of a myriad of other social determinants of health, including lack of access to health care and healthy living education will be addressed by University Health through this plan to build, equip, and staff three buildings placed in targeted areas of the community. These facilities and related services will deliver targeted interventions to address the effects of COVID-19 pandemic, build the capacity of the region to improve the public health by addressing the systematic disparities in health care access and enhances public health outcomes. The specific locations for the far South East site and the far South West sites are being determined. The South Central site has been identified and will be located on land being purchased adjoining the Texas A&M San Antonio campus, an institution committed to educating and serving communities and students in that area. The proposed activities will tackle the social determinants of

ARPA Grant Agreement – Bexar County Hospital District d/b/a University Health
health exacerbated by the COVID-19 pandemic to ensure the health and well-being of Bexar County and South Texas residents and improve the economic vitality of our communities.

**University Health Qualifications and Commitment to Perform This Work**
The Bexar County Hospital District dba University Health is the only locally owned public health system in San Antonio. As the region’s only academic health system, University Health is a hub of innovation and discovery, committed to delivering patient-centered, culturally competent, high quality and compassionate care, based on a strong foundation of outcomes-based research and innovative teaching. Moreover, through its financial assistance program Carelink and the proposed Public Health Services, University Health has embarked on increasing access to health coverage and reducing barriers to care to mitigate the inequities and address social determinants of health that were negatively affected by this pandemic.

University Health executes this work daily through its more than 9,000 employees, state-of-the-art hospital, 25 outpatient care centers, telemedicine and hospital-at-home capabilities, all integrated through a comprehensive electronic health record platform connected throughout the system. University Health is uniquely equipped to deliver both routine and high-end services, as evidenced by such strengths as the region’s only Level I trauma center for both adults and children, maternal and neonatal intensive care centers designated at the highest levels by the State of Texas, and a widely respected transplant program. Moreover, expanding and developing new public health services will provide the resources to communities most impacted by systemic health and economic inequities that the COVID-19 pandemic has exacerbated.

**Demonstrated and growing commitment to public health and health equity**
At the outset of the COVID-19 pandemic, University Health quickly stood up COVID-19 drive-thru testing for all healthcare workers and first responders in Bexar County, and took a leadership role in providing the community with accurate, timely and evidence-based information on all aspects of the virus. It stepped even further into the public health realm on January 4, 2021, when it opened one of the first, largest and most efficient mass COVID-19 vaccination sites in Texas. Over its 14 months in operation, University Health’s Wonderland of the America’s Vaccine Center administered over 500,000 doses of the vaccine.

In addition to COVID-19 vaccinations, University Health held a series of drive-thru flu shot events throughout Bexar County in the fall of 2020, and again in 2021. In partnership with Bexar County Commissioners, thousands of residents were able to conveniently protect themselves against influenza and help reduce the chance of a “twin-demic” of both COVID-19 and influenza in the community.

University Health will now form a Public Health Division structured around addressing the population health needs of a growing Bexar County. This team will align public health services with medical care to better promote comprehensive population health objectives that support health equity, acute care, preventive care, and public health emergency response. The framework to align existing functions, develop new services, and establish priorities will be the Essential Public Health Services, as defined by the Centers for Disease Control and Prevention (CDC).

ARPA Grant Agreement – Bexar County Hospital District d/b/a University Health
Part Two: Explanation of Why the Capital Expenditure is Appropriate

This section includes the following documentation:

- Provide an independent assessment demonstrating why the capital expenditure is appropriate to address the specified harm or need
- Explain why existing capital equipment, property, or facilities would be inadequate to address the specified harm or need
- Explain why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditure
Planned Capital Development by University Health

University Health plans to invest a total of $40 million in capital dollars to construct and equip two new buildings in targeted areas of need in Bexar County. These new sites will be designed and executed with the goal of providing access to key community resources to address the harm resulting from health disparities that were exacerbated by the pandemic.

The first building will cost $30 million and will be built in the South Central part of Bexar County, an area with demonstrated need for addressing public health interventions and providing better access to preventive and ongoing healthcare. This building would be located strategically on the 68-acre property that University Health is in the process of purchasing adjacent to Texas A&M University – San Antonio. This is a developing area of the County, with limited access to primary care and with expanded needs for services. This building would house clinical services and also function as a new administrative, research and community services hub for expanded public health services to meet the needs of residents in areas of Bexar County falling outside of the City of San Antonio limits (and potentially areas adjoining Bexar County).

Built with a focus on promoting wellness and high quality care in this underserved community, the three-story, 60,000 square foot building would house a variety of services geared to advance the expansion of public health initiatives, including COVID-19 prevention and treatment initiatives, and increased access to healthcare in the region. The building would also house such cutting-edge and community-impactful functions as the University Health mobile health, school-based health, remote monitoring, and Hospital at Home programs. These programs will expand service delivery in this part of the community with the focus on culturally tailored medical and preventive services to increase the inclusion and retention in care. Initial plans are as follows:

- The first floor focused on direct service to patients and community members, including a:
  - Clinic with 20 exam rooms and a supporting diagnostic center and pharmacy
  - Community resource center
- The second floor will be shelled space for future clinical space and public health resources.
- The third floor will serve as support space for such public health functions as community health workers, CareLink (county indigent care program) case managers, educators, health analytics staff, epidemiologists, and other appropriate staff.

The development of this particular facility, both in location and in programming, leverages connections with educational opportunities for collaboration with Texas A&M - San Antonio. Moreover, it expands the University Health’s partnerships with local school districts
(aggregated into the ASPIRE network) and the community colleges. This will both expand the visibility of health care services and help grow and train the next generation of health care workers.

The second health care building will be placed in the eastern portion of the County on 4.4 acres of land that University Health is in the process of purchasing located at the intersection of IH-10 and E. Houston St. This area of the county was selected due to its very low access to health care services and some of the high incidence of chronic diseases including long term effects of COVID-19 noted above. Current analysis shows no primary care sites within a five-mile radius of the targeted area. The budget to build and equip for this building is $10 million. This building will be focused on direct services to patients and community members with the following programs and public health expertise:

- Primary care clinic with 10 exam rooms and a supporting diagnostic center and pharmacy
- A community education center
- A qualifications processing office for the County indigent care program known as CareLink
- Clinical and behavioral health services, case managers, educators, community health workers, health analytics staff, epidemiologists, and other appropriate staff to provide interventions targeting Social Determinants of Health and social needs.

The proposed activities will bolster community resiliency and provide a comprehensive approach to social determinants of health, exacerbated by the impact of the COVID-19 pandemic.

**Part Three: Comparative Analysis of Proposed Capital Expenditures Against Alternatives**

*This section includes the following documentation:*

- **Provide an objective comparison of the proposed capital expenditure against at least two alternative capital expenditures that are potentially effective and reasonably feasible**
- **Demonstrate why the proposed capital expenditure is superior to the alternative capital expenditures**
- **If applicable, compare the proposal against the alternatives of (1) improving existing capital assets already owned and/or (2) leasing other capital assets**
- **Provide quantitative information when available supplemented by qualitative information and narrative description.**

Alternatives were considered throughout Bexar County with lease rates in the $25-30 per square-foot shell space and triple net leases. The 60,000-square-foot location would cost $1.8 million in annual rent with a capital buildout cost of approximately $300 per square-
foot, totaling $18 million. In five years, the total rent and construction cost would be $30 million. As this building would have a useful life of more than 20 years, total cost of this option would be $54 million without rent escalations calculated. The preferred building approach, being located on a minimum of four acres, with room for expansion, would allow for future growth without the disadvantages of additional lease cost or the challenge of having to move into another location in the future.

In terms of the new location on the east side of Bexar County, there are not any locations that meet the required size for rent (as these areas are now just being developed). There are various strip malls and retail locations in these areas, but many are new. Rental rates are in the $30-35 range and require significant buildout including re-plumbing, and/or significant renovation. As stated in the above example, the cost of a new build would be less expensive given the 20-year useful life of the facility.

These alternatives do not compare favorably to the location we have proposed above due to suitability of location, facility considerations, relative costs, and especially the potential for greater impact on the significant community health needs, pre-pandemic and prospectively, as these health needs grow and evolve in the years ahead.
EXHIBIT “C”
PROJECT DESCRIPTION

1. Statement of Work
2. Project Schedule
   a. South Medical Office Building
   b. East Clinic
3. Project Budget
   a. South Medical Office Building
   b. East Clinic
4. Project Site Description and Site Map
   a. South Medical Office Building
   b. East Clinic
5. Project Plans
   a. South Medical Office Building
   b. East Clinic
STATEMENT OF WORK

A. **Agency Name:** Bexar County Hospital District d/b/a University Health

B. **Project Name:** Expanding Access to Clinical Services and Public Health in Bexar County

C. **Statement of Project Responsibility:**

   a. **Administration:** George B. Hernandez, Jr., JD/President/Chief Executive Officer
   b. **Staff:** Dr. Roberto Villarreal, MD, MPH/Sr. VP, Chief Public Health, Innovation, and Equity

D. **Project Demographic Distribution:** General Public

E. **Project Description:** This Project seeks to improve health and healthcare access in underserved areas of Bexar County. To address this issue, University Health will use SLFRF Grant Funds provided under this Agreement to design, construct and equip two new clinical/public health facilities in underserved Bexar County to better address health care services in medically underserved areas of Bexar County and mitigate the public health impacts of the COVID-19 public health emergency, as further described in this Agreement and the attached exhibits. The planned public health facilities will serve as major clinical and public health sites as well as population health resources for the community targeting social determinants of health. University Health will leverage the requested ARPA funds by providing its own funding for staffing, operations and administration and will own, operate and maintain the clinical/public health facilities upon completion, in accordance with the use and purposes described herein and subject to the federal interest described in Article 4 of this Agreement.

**The Facilities:**

**South Medical Office Building:**

The three story, 60,000 square foot building would house a variety of services geared to advance the expansion of public health initiatives, including COVID-19 prevention and treatment initiatives, and increased access to healthcare in the region. The building would also house such cutting-edge and community-impactful functions as the University Health mobile health, school-based health, remote monitoring, and Hospital at Home programs. These programs will expand service delivery in this part of the community with the focus on culturally tailored medical and preventive services to increase the inclusion and retention in care. Initial plans are as follows:

- The first floor focused on direct service to patients and community members, including a:
  - Clinic with 20 exam rooms and a supporting diagnostic center and pharmacy
  - Community resource center
• The second floor will be shelled space for future clinical space and public health resources.
• The third floor will serve as support space for such public health functions as community health workers, CareLink (county indigent care program) case managers, educators, health analytics staff, epidemiologists, and other appropriate staff.

**East Clinic:**
The East Clinic will be focused on direct services to patients and community members with the following programs and public health expertise:
• Primary care clinic with 10 exam rooms and a supporting diagnostic center and pharmacy with expertise in COVID-19 prevention, education and treatment protocols
• A community education center
• A qualifications processing office for the County indigent care program known as CareLink
• Clinical and behavioral health services, case managers, educators, community health workers, health analytics staff, epidemiologists, and other appropriate staff to provide interventions targeting social determinants of health and social needs.
### PROJECT SCHEDULES

(final Project Schedules to be automatically incorporated when available and upon approval by County)

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**PROJECT BUDGETS**

(final Project Budget to be automatically incorporated when available and upon approval by County)

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### South Medical Office Building

**Preliminary Project Budget**

**May-22**

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<td>T.I Build-Out</td>
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**Sub-Total** $21,450,000

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<td>Furniture &amp; Fixtures</td>
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**Soft Costs** $7,800,000

| Continency                       | $750,000  |

**Total** $30,000,000

* Above costs do not include infrastructure costs for the medical campus.
# PROJECT BUDGETS

(final Project Budget to be automatically incorporated when available and upon approval by County)

## East Clinic
### Preliminary Project Budget
#### May-22

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PROJECT SITE DESCRIPTION AND SITE MAP

South Medical Office Building

METES AND BOUNDS DESCRIPTION

FOR

A 68.020 acre, or 2,962,933 square feet more or less, tract of land being all of that called 28.15 acre tract conveyed to Southstar at Verano Investment, LLC by deed recorded in Document No. 20200290003 of the Official Public Records of Bexar County, Texas, a portion of that called 299.66 acre tract conveyed to Southstar at Verano Developer, LLC by deed recorded in Document No. 20200290004 and referenced in the Correction Affidavit Special Warranty Deed recorded in Document No. 20210023627 of the Official Public Records of Bexar County, Texas, and a portion of that called 20.50 acre tract conveyed to Southstar at Verano Investment, LLC by deed recorded in Document No. 20200290003 of the Official Public Records of Bexar County, Texas, out of the Fernando Rodriguez Survey No. 6, Abstract 15, County Block 4005, in the City of San Antonio, Bexar County, Texas. Said 68.020 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found ½” iron rod with a cap marked “KFW” at the southwest corner of said called 28.15 acre tract, at the intersection of the north right-of-way line of Verano Parkway, a variable width public right-of-way dedicated in Volume 9675, Pages 94-97 of the Deed and Plat Records of Bexar County, Texas, with the southeast right-of-way line of Zarzamora Road, a 100-foot public right-of-way

THENCE: N 46°04'43" E, along and with the southeast right-of-way line of said Zarzamora Road, the northwest line of said called 28.15 acre tract, at a distance of 1505.77 feet passing a found ½” iron rod with a cap marked “KFW” at the north corner of said called 28.15 acre tract, a southwest corner of said called 299.66 acre tract, and continuing along and with the southeast right-of-way line of said Zarzamora Road, a northwest line of said called 299.66 acre tract for a total distance of 1931.87 feet to a found ½” iron rod;

THENCE: Northeasterly, continuing along and with the southeast right-of-way line of said Zarzamora Road, the northwest line of said called 299.66 acre tract, along a non-tangent curve to the left, said curve having a radius of 1256.57 feet, a central angle of 01°41'28", a chord bearing and distance of N 45°11'03" E, 37.08 feet, for an arc length of 37.09 feet to a set ½” iron rod with a yellow cap stamped "Pape-Dawson" at the northwest corner of the herein described tract;

THENCE: Departing the northwest line of said called 299.66 acre tract, the southeast right-of-way line of said Zarzamora Road, over and across said called 299.66 acre tract, the following bearings and distances:

N 87°51'14" E, a distance of 28.68 feet to a set ½” iron rod with a yellow cap stamped "Pape-Dawson";
S 48°10'20" E, a distance of 232.58 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

Southeasterly, along a tangent curve to the left, said curve having a radius of 435.00 feet, a central angle of 42°19'39", a chord bearing and distance of S 69°20'00" E, 314.10 feet, for an arc length of 321.36 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

N 89°30'02" E, at a distance of 1327.06 feet passing the east line of said called 299.66 acre tract, the west line of said called 20.50 acre tract, and continuing over and across said called 20.50 acre tract for a total distance of a distance of 1399.73 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

THENCE: Continuing over and across said called 20.50 acre tract, the following bearings and distances:

S 45°29'58" E, a distance of 21.21 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 00°29'58" E, a distance of 841.29 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 44°33'19" W, a distance of 28.16 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson" on the south line of said called 20.50 acre tract, the north right-of-way line of said Verano Parkway, from which a found mag nail with washer stamped “KFW" at the southeast corner of said called 20.50 acre tract bears N 89°36'44" E, a distance of 876.17 feet;

THENCE: Along and with the north right-of-way line of said Verano Parkway, the south line of said called 20.50 acre tract, said called 299.66 acre tract, and said called 28.15 acre tract, the following bearings and distances:

S 89°36'30" W, at a distance of 68.78 feet passing a found ½" iron rod with a cap marked “KFW at the southwest corner of said called 20.50 acre tract, the southeast corner of said called 299.66 acre tract, and continuing for a total distance of 989.13 feet to a found ½" iron rod with a cap marked “KFW";

Southwesterly, along a tangent curve to the left, said curve having a radius of 2489.00 feet, a central angle of 20°32'52", a chord bearing and distance of S 79°20'03" W, 887.85 feet, at an arc length of 428.36 feet passing the southwest corner of said called 299.66 acre tract, the southeast corner of said called 28.15 acre tract, and continuing for a total arc length of 892.62 feet to a found ½" iron rod with a cap marked “KFW";

S 20°09'41" E, a distance of 15.00 feet to a found ½" iron rod with a cap marked “KFW";
Southwesterly, along a non-tangent curve to the left, said curve having a radius of 2474.00 feet, a central angle of 00°56'46", a chord bearing and distance of S 68°34'57" W, 40.85 feet, for an arc length of 40.85 feet to a found ½" iron rod with a cap marked “KFW”;

S 68°06'34" W, a distance of 699.62 feet to a found ½" iron rod with a cap marked “KFW”;

Northwesterly, along a tangent curve to the right, said curve having a radius of 626.00 feet, a central angle of 63°49'19", a chord bearing and distance of N 79°58'46" W, 661.81 feet, for an arc length of 697.30 feet to a found ½" iron rod with a cap marked “KFW”;

THENCE: N 48°04'07" W, a distance of 162.24 feet to the POINT OF BEGINNING and containing 68.020 acres in the city of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 12554-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: October 1, 2021; REVISED July 6, 2022

JOB NO. 12554-00

DOC. ID. N:\CIVIL\12554-00\Word\12554-00 FN_68.020 AC_Rev02.docx
South Medical Office Site Map
PROJECT SITE MAP AND SITE DESCRIPTION
(to be automatically incorporated when available)

East Clinic

NCB 10675 (ALSBURY CROSSING), BLOCK 2 LOT 5, NCB 10675 (ALSBURY CROSSING), BLOCK 2 LOT 4, and NCB 10675 (ALSBURY CROSSING), BLOCK 2 LOT 3
PROJECT PLANS
(to be automatically incorporated when available)
EXHIBIT “D”
CAPITAL PROJECT TERMS AND CONDITIONS

A. Obligation to Complete the Project. Subject to the terms and conditions of this Agreement, SUBRECIPIENT hereby accepts full responsibility for the performance of all services and activities necessary to complete the Project by the Project Completion Date, as that term is defined below. Any failure to perform as required pursuant to this Agreement, including failure to complete the Project by the Project Completion Date, may subject the SUBRECIPIENT to recoupment as set forth in Section 4.06 of the Agreement.

B. Ownership, Operation and Maintenance. Both Facilities shall be open and operating no later than one year following the completion of construction of such Facility. SUBRECIPIENT will own, operate and maintain the Facilities in accordance with applicable law and regulations and in a manner consistent with the use described herein. All costs associated with ownership, operation and maintenance shall be the sole responsibility of SUBRECIPIENT throughout the useful life of the Project. The SUBRECIPIENT agrees to provide sufficient funds for the proper management, operation, maintenance, repair or replacement of the Project to ensure the Project is sustainable over the useful life of the Project. COUNTY shall have no liability, financial or otherwise, to operate or maintain the Project or Project Site at any time. This provision will survive expiration or termination of this Agreement.

C. Project Budgets. A preliminary Project Budget for each Facility is attached to this Agreement as Exhibit “C”. As soon as available, SUBRECIPIENT will provide COUNTY with a final Project Budget for each Facility. Upon approval by the COUNTY, final Project Budgets shall be automatically incorporated into this Agreement. SUBRECIPIENT shall have the right, from time to time, subject to the provisions of Item I of this Exhibit “D”, which provides that any material deviation requires the approval of the COUNTY, to reallocate budgeted amounts from one (1) category to any other category of the Project Budget for a Facility. Reallocation of budgeted amounts between Facilities shall require written approval of the COUNTY.

D. Additional Costs. SUBRECIPIENT will provide all necessary funding for the Project beyond the SLFRF Grant Funds provided by COUNTY under this Agreement. Project-related costs incurred by SUBRECIPIENT which are in excess of the SLFRF Grant Funds provided under this Agreement will be assumed by SUBRECIPIENT. COUNTY shall have no duty or obligation to pay for or reimburse SUBRECIPIENT for such additional costs.

E. Procurement. SUBRECIPIENT will submit to COUNTY for its information, the Request for Qualifications (RFQ), Request for Proposal (RFP), or any other solicitation document, as applicable, issued for the Project prior to publication. SUBRECIPIENT will maintain records detailing each procurement, including, but not limited to, the method of procurement, the rationale for the method of procurement, the rationale for the selection or rejection of a contractor, and the basis for the contract price.

F. Contracts. If requested by COUNTY, the SUBRECIPIENT shall provide a copy of each contract entered into by the SUBRECIPIENT related to the Project.
G. Plans and Specifications. As soon as available, SUBRECIPIENT shall provide to COUNTY, a copy of the plans and specifications (“Plans”) for each Facility which shall automatically be incorporated into this Agreement.

H. Schedules, Reports, and Certificates.

1. SUBRECIPIENT shall complete the Project in accordance with the Project Schedules described below and prior to September 30, 2026 (“Project Completion Date”). As this Agreement utilizes SLFRF funds, SUBRECIPIENT is aware that time is of the essence. SUBRECIPIENT shall immediately inform the COUNTY in writing of any cause for delay in the performance of its obligations under this Agreement.

2. Project Schedules. A preliminary Project Schedule for each Facility is attached to this Agreement as Exhibit “C”. As soon as available, SUBRECIPIENT will provide to the COUNTY a final Project Schedule for each Facility. A Project Schedule shall (i) establish a Facility Completion Date not later than the Project Completion Date, and (ii) delineate all phases of the Facility, allocate costs to each phase, and set forth projected dates for the start and completion of each phase in sufficient detail to allow COUNTY to monitor progress of the Project. Upon approval by COUNTY, such Project Schedules shall automatically be incorporated into this Agreement. SUBRECIPIENT shall have the right, from time to time, subject to the provisions of Item I of this Exhibit “D”, which provides that any material deviation requires the written approval of the COUNTY, to make revisions to Project Schedules.

3. Progress Reports. SUBRECIPIENT shall submit to COUNTY, monthly written progress reports as to each Facility. Such reports shall describe the status of the design and construction of the Facility and include (i) actual versus estimated percentage of completion for each component of the Facility, (ii) any change in costs incurred in connection with construction of the Facility, (iii) performance against schedule, and (iv) any change in the critical path and revisions to the Project Schedule for such Facility as of the end of each reporting period.

4. Final Construction Report. Within forty-five (45) days after the completion of a Facility, SUBRECIPIENT shall deliver, or cause to be delivered, to COUNTY a final construction report which shall set forth the total costs incurred by SUBRECIPIENT in connection with the construction of the Facility through final completion of the Facility.

5. Inspection Rights of County. The SUBRECIPIENT agrees that the COUNTY shall have the right prior to Project Completion, at all reasonable times upon not less than two (2) business days prior written notice to SUBRECIPIENT, to inspect the progress of the construction of the Project. The COUNTY, at the option of SUBRECIPIENT, shall be accompanied by the SUBRECIPIENT or its representative during such inspection.

6. Certifications of Construction. SUBRECIPIENT will provide to COUNTY periodic certifications of construction certifying that construction has been conducted and completed in compliance with the Project Plans.
7. Programmatic Data. As soon as possible, SUBRECIPIENT shall complete the form attached to this Agreement as Addendum “C” – Programmatic Data for Capital Improvement Projects Over $10 Million.

I. Modifications. Once approved, any material changes or additions to, or modifications of, the Project that result in a material deviation from the Statement of Work, a Project Schedule, a Project Budget, or a Project Site are subject to the approval, in writing, of COUNTY. In no event shall modifications to the scope of the Project entitle the SUBRECIPIENT to an additional allocation of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds as set forth in this Agreement.

J. COUNTY Plaques. The SUBRECIPIENT will provide a plaque for each Facility recognizing the support of the members of the Bexar County Commissioners Court for the Project to be paid for out of the Project Budget. The SUBRECIPIENT shall provide a list of locations on the Facilities which would be suitable to place the plaques and the COUNTY shall select the location for each plaque from the SUBRECIPIENT’s list.
EXHIBIT “E”
INVOICE PACKAGE

1. Invoice
2. Expenditure Report
3. Monthly Performance Report
4. Monthly Progress Report (as detailed in Exhibit “D”)
**Agency Name:** Bexar County Hospital District d/b/a University Health

**Project Name:** Expanding Access to Clinical Services and Public Health in Bexar County

**Project Site:**

<table>
<thead>
<tr>
<th>Period Covered:</th>
<th>Invoice No:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Line-Item</th>
<th>Budget</th>
<th>Total Cost to Date</th>
<th>Less Payment Received</th>
<th>Amount Due</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td><strong>Total Budget:</strong></td>
<td></td>
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</tr>
</tbody>
</table>

| 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: ________________

**County Use Only**

Reviewed by County ______________________________ Date: ________________

Approved by County ______________________________ Date: ________________
### INVOICE EXPENDITURE REPORT

**Agency Name:** Bexar County Hospital District d/b/a University Health

**Program:** Expanding Access to Clinical Services and Public Health in Bexar County

**Invoice #:**

<table>
<thead>
<tr>
<th>DATE</th>
<th>PAYEE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
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**SUBTOTAL**

**TOTAL INVOICE**
### PROGRAM INFORMATION

<table>
<thead>
<tr>
<th>Grantee Name</th>
<th>Bexar County Hospital District d/b/a University Health</th>
</tr>
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<tbody>
<tr>
<td>Project Name</td>
<td>Expanding Access to Clinical Services and Public Health in Bexar County</td>
</tr>
<tr>
<td>Project Address</td>
<td>Alsbury Crossing (East Clinic) &amp; Zarzamora (South Medical Office)</td>
</tr>
<tr>
<td>Priority Area</td>
<td>Public Health</td>
</tr>
<tr>
<td>Sam.gov Unique ID:</td>
<td>JTALGHD9SUH5</td>
</tr>
<tr>
<td>Award #/Contract ID</td>
<td>UH-40M</td>
</tr>
<tr>
<td>Award Date</td>
<td>06/07/22</td>
</tr>
<tr>
<td>Award Amount</td>
<td>$40,000,000.00</td>
</tr>
<tr>
<td>Project Description</td>
<td>This project seeks to improve health and healthcare access in underserved areas of Bexar County by constructing public health facilities that will serve as major clinical and public health sites as well as population health resources for the community targeting social determinants of health.</td>
</tr>
<tr>
<td>Project Website</td>
<td><a href="http://www.universityhealthsystem.com">www.universityhealthsystem.com</a></td>
</tr>
<tr>
<td>QCT^ (Qualified Census Tract)</td>
<td>YES ☒</td>
</tr>
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</table>

### FEDERAL AWARD INFORMATION

<table>
<thead>
<tr>
<th>Federal Award Information Number (FAIN):</th>
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<tr>
<td>Awarding Agency:</td>
<td>Department of Treasury</td>
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<td>CFDA #:</td>
<td>21.027</td>
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<td>Federal Award Information Number (FAIN):</td>
<td>SLFRP 1970</td>
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## Monthly Performance Report

### PERFORMANCE REPORT

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<thead>
<tr>
<th>Performance Start Date</th>
<th>Performance End Date</th>
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<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Status</th>
<th>(Select one below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Not Started</td>
<td>☐ Completed less than 50%</td>
</tr>
<tr>
<td>☐</td>
<td>☐ Completed 50% or more</td>
</tr>
<tr>
<td>☐</td>
<td>☐ Completed 100%</td>
</tr>
</tbody>
</table>

### FISCAL REPORT

<table>
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<tr>
<th>Total Expenditures to Date</th>
<th>$0</th>
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</thead>
<tbody>
<tr>
<td>Current Month Expenditures</td>
<td>$0</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>$ allocated to evidence-based interventions*</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has a program evaluation been conducted?</td>
<td>☐ Yes ☐ No ☐ Not Yet</td>
</tr>
</tbody>
</table>

### EXPENDITURE CATEGORY

- ☒ Public Health Response
- ☐ Negative Economic Impact
- ☐ Services to Disproportionately Impacted Communities
- ☐ Premium Pay
- ☐ Infrastructure
- ☐ Administration

<table>
<thead>
<tr>
<th>Expenditure Sub Category</th>
<th># 1.14 Other Public Health Services</th>
</tr>
</thead>
</table>
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).

<table>
<thead>
<tr>
<th>1: Public Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 COVID-19 Vaccination</td>
</tr>
<tr>
<td>1.2 COVID-19 Testing</td>
</tr>
<tr>
<td>1.3 COVID-19 Contact Tracing</td>
</tr>
<tr>
<td>1.4 Prevention in Congregate Settings</td>
</tr>
<tr>
<td>(Nursing homes, Prisons/Jails, Dense</td>
</tr>
<tr>
<td>Work Sites, Schools, etc.)*</td>
</tr>
<tr>
<td>1.5 Personal Protective Equipment*</td>
</tr>
<tr>
<td>1.6 Medical Expenses (Including</td>
</tr>
<tr>
<td>Alternative Care Facilities)*</td>
</tr>
<tr>
<td>1.7 Other COVID-19 Public Health Expenses</td>
</tr>
<tr>
<td>(including Communications, Enforcement,</td>
</tr>
<tr>
<td>Isolation/Quarantine)*</td>
</tr>
<tr>
<td>1.8 COVID-19 Assistance to Small Businesses^</td>
</tr>
<tr>
<td>1.9 COVID-19 Assistance to Non-Profits^</td>
</tr>
<tr>
<td>1.10. COVID-19 Aid to Impacted Industries^</td>
</tr>
<tr>
<td>1.11 Community Violence Interventions*</td>
</tr>
<tr>
<td>1.12 Mental Health Services^^</td>
</tr>
<tr>
<td>1.13 Substance Use Services^^</td>
</tr>
<tr>
<td>1.14 Other Public Health Services^^</td>
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</table>

<table>
<thead>
<tr>
<th>2: Negative Economic Impacts</th>
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</thead>
<tbody>
<tr>
<td>2.1 Household Assistance: Food Programs*</td>
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<tr>
<td>2.2 Household Assistance: Rent, Mortgage,</td>
</tr>
<tr>
<td>and Utility Aid*</td>
</tr>
<tr>
<td>2.3 Household Assistance: Cash Transfers*</td>
</tr>
<tr>
<td>2.4 Household Assistance: Internet Access</td>
</tr>
<tr>
<td>Programs*</td>
</tr>
<tr>
<td>2.5 Household Assistance: Paid Sick and</td>
</tr>
<tr>
<td>Medical Leave^</td>
</tr>
<tr>
<td>2.6 Household Assistance: Health Insurance^</td>
</tr>
<tr>
<td>2.7 Household Assistance: Services for Un/Unbanked^^</td>
</tr>
<tr>
<td>2.8 Household Assistance: Survivor’s</td>
</tr>
<tr>
<td>Benefits^</td>
</tr>
<tr>
<td>2.9 Unemployment Benefits of Cash</td>
</tr>
<tr>
<td>Assistance to Unemployed Workers^^</td>
</tr>
<tr>
<td>2.10. Assistance to Unemployed or</td>
</tr>
<tr>
<td>Underemployed Workers (e.g. job</td>
</tr>
<tr>
<td>training, subsidized employment,</td>
</tr>
<tr>
<td>employment supports or incentives)^^</td>
</tr>
<tr>
<td>2.11 Healthy Childhood Environments:</td>
</tr>
<tr>
<td>Child Care^^</td>
</tr>
<tr>
<td>2.12 Healthy Childhood Environments:</td>
</tr>
<tr>
<td>Home Visiting^^</td>
</tr>
<tr>
<td>2.13 Healthy Childhood Environments:</td>
</tr>
<tr>
<td>Services to Foster Youth or Families</td>
</tr>
<tr>
<td>involved in Child Welfare System^^</td>
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<tr>
<td>2.14 Healthy Childhood Environments: Early Learning*^</td>
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<tr>
<td>2.15 Long-term Housing Security: Affordable Housing*^</td>
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<tr>
<td>2.16 Long-term Housing Security: Services for Unhoused Persons</td>
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<tr>
<td>2.17 Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities*^</td>
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<tr>
<td>2.19 Social Determinants of Health: Community Health Workers or Benefits Navigators*^</td>
</tr>
<tr>
<td>2.20 Social Determinants of Health: Lead Remediation*^</td>
</tr>
<tr>
<td>2.21 Medical Facilities for Disproportionately Impacted Communities^</td>
</tr>
<tr>
<td>2.22 Strong Healthy Communities: Neighborhood Features that Promote Health &amp; Safety^</td>
</tr>
<tr>
<td>2.23 Strong Healthy Communities: Demolition and Rehabilitation of Properties^</td>
</tr>
<tr>
<td>2.24 Addressing Educational Disparities: Aid to High-Poverty Districts^</td>
</tr>
<tr>
<td>2.25 Addressing Educational Disparities: Academic, Social and Emotional Services*^</td>
</tr>
<tr>
<td>2.26 Addressing Educational Disparities: Mental Health Services*^</td>
</tr>
<tr>
<td>2.27 Addressing Impacts of Lost Instruction Time^</td>
</tr>
<tr>
<td>2.28 Contributions to UI Trust Funds^</td>
</tr>
<tr>
<td>2.29 Loans or Grants to Mitigate Financial Hardship^</td>
</tr>
<tr>
<td>2.30 Technical Assistance, Counseling, or Business Planning*^</td>
</tr>
<tr>
<td>2.31 Rehabilitation of Commercial Properties or Other Improvements</td>
</tr>
<tr>
<td>2.32 Business Incubators and Start-Up or Expansion Assistance</td>
</tr>
<tr>
<td>2.33 Enhanced Support to Microbusinesses</td>
</tr>
<tr>
<td>2.34 Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^</td>
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<tr>
<td>2.35 Aid to Tourism, Travel, or Hospitality</td>
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<tr>
<td>2.36 Aid to Other Impacted Industries^</td>
</tr>
<tr>
<td>2.37 Economic Impact Assistance: Other**</td>
</tr>
</tbody>
</table>

### 3: Public Health-Negative Economic Impact: Public Sector Capacity

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

### 4: Premium Pay

4.1 Public Sector Employees

4.2 Private Sector: Grants to other employers

### 5: Infrastructure

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
<table>
<thead>
<tr>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.9 Clean Water: Nonpoint source</td>
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<tr>
<td>5.10 Drinking water: Treatment</td>
</tr>
<tr>
<td>5.11 Drinking water: Transmission &amp; distribution</td>
</tr>
<tr>
<td>5.12 Drinking water: Transmission &amp; distribution lead remediation</td>
</tr>
<tr>
<td>5.13 Drinking water: Source</td>
</tr>
<tr>
<td>5.14 Drinking water: Storage</td>
</tr>
<tr>
<td>5.15 Drinking water: Other water infrastructure</td>
</tr>
<tr>
<td>5.16 Water &amp; Sewer: Private Wells</td>
</tr>
<tr>
<td>5.17 Water &amp; Sewer: IIJA Bureau of Reclamation Match</td>
</tr>
<tr>
<td>5.18 Water &amp; Sewer: Other</td>
</tr>
<tr>
<td>5.19 Broadband: “Last Mile” projects</td>
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<tr>
<td>5.20 Broadband IIJA Match</td>
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<tr>
<td>5.21 Broadband: Other projects</td>
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6: Revenue Replacement

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<td>6.1 Provision of Government Services</td>
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<td>6.2 Non-federal Match for other Federal Programs</td>
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7: Administrative

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<tr>
<td>7.1 Administrative Expenses</td>
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<td>7.2 Transfers to Other Units of Government</td>
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</table>
Appendix 3: Qualified Census Tracts (QCT) in Bexar County

Source: https://www.huduser.gov/portal/datasets/qct.html
Appendix 4: 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:

<table>
<thead>
<tr>
<th>Public Health</th>
<th>Impacted</th>
<th>Disproportionately Impacted</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Low- or moderate income households or communities[^8]</td>
<td>Low-income households and communities[^10]</td>
</tr>
<tr>
<td></td>
<td>Households that experienced unemployment</td>
<td>Households and populations residing in Qualified Census Tracts</td>
</tr>
<tr>
<td></td>
<td>Households that experienced increased food or housing insecurity</td>
<td>Households that qualify for certain federal benefits[^11]</td>
</tr>
<tr>
<td></td>
<td>Households that qualify for certain federal programs[^9]</td>
<td>Households receiving services provided by Tribal governments</td>
</tr>
<tr>
<td></td>
<td>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</td>
<td>Households residing in the U.S. territories or receiving services from these governments</td>
</tr>
<tr>
<td></td>
<td>Other households or populations that experienced a negative economic</td>
<td>For services to address educational disparities, Title I eligible schools[^12]</td>
</tr>
</tbody>
</table>

[^8]: 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).

[^9]: 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.

[^10]: 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.

[^11]: 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.

[^12]: 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.
<table>
<thead>
<tr>
<th>Impacted</th>
<th>Disproportionately Impacted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Impact of the pandemic other than those listed above (please specify)</td>
<td>Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)</td>
</tr>
<tr>
<td>Assistance to Small Businesses</td>
<td>Small businesses operating in Qualified Census Tracts</td>
</tr>
<tr>
<td>Small businesses that experienced a negative economic impact of the</td>
<td>Small businesses operated by Tribal governments or on Tribal lands</td>
</tr>
<tr>
<td>pandemic</td>
<td>Small businesses operating in the U.S. territories</td>
</tr>
<tr>
<td>Classes of small businesses designated as negatively economically</td>
<td>Other small businesses disproportionately impacted by the pandemic (please specify)</td>
</tr>
<tr>
<td>impacted by the pandemic (please specify)</td>
<td></td>
</tr>
<tr>
<td>Assistance to Non-Profits</td>
<td>Non-profits operating in Qualified Census Tracts</td>
</tr>
<tr>
<td>Non-Profits that experienced a negative economic impact of the pandemic</td>
<td>Non-profits operated by Tribal governments or on Tribal lands</td>
</tr>
<tr>
<td>Classes of non-profits designated as negatively economically impacted</td>
<td>Non-profits operating in the U.S. territories</td>
</tr>
<tr>
<td>by the pandemic (please specify)</td>
<td>Other non-profits disproportionately impacted by the pandemic (please specify)</td>
</tr>
<tr>
<td>Aid to Impacted Industries</td>
<td>N/A</td>
</tr>
<tr>
<td>Travel, tourism, or hospitality sectors (including Tribal development</td>
<td></td>
</tr>
<tr>
<td>districts)</td>
<td>Industry outside the travel, tourism, or hospitality sectors that experienced a negative</td>
</tr>
<tr>
<td></td>
<td>economic impact of the pandemic (please specify)</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>PROGRAM BUDGET CATEGORIES</th>
<th>REQUIRED DOCUMENTATION</th>
</tr>
</thead>
</table>

ARPA Grant Agreement – Bexar County Hospital District d/b/a University Health
| Salaries                                      | • Signed timesheet including number of hours allocated to grants/projects  
   | • 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 |
   | At the beginning of your grant period, the first invoice for reimbursement of salary expenses must demonstrate how the expense was calculated. |
| Fringe Benefits (health insurance, state and federal withholdings and any other benefits paid) | • Signed timesheet including number of hours allocated to grants/projects  
   | • 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 |
   | At the beginning of your grant period, the first invoice for reimbursement of fringe benefit expenses must demonstrate how the expense was calculated. |
| Staff Trainings                               | • Sign in sheets – signed by both instructor & participants  
   | • List of staff trained with name, title, training course, date trained  
   | • Curriculum  
   | • Consultant/Trainer agreement  
   | • Invoice or receipts  
   | • Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Training/Conferences                          | • Conference Agenda  
   | • Confirmation of scheduled training  
   | • Receipt or bank statement identifying Conference Registration Payment  
   | • Itemized receipts for Airfare, Hotel, Car Rental  
   | • Receipts for meals and local travel: taxis, mileage logs, train tickets |
| Travel/Mileage                                | • mileage log sheet  
   | • Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Communication - Telephone/Cell Phone/Internet | • Phone bill  
   | • Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Printing/Copies                               | • Vendor Invoice, Order confirmation or Receipt  
   | • Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Postage                                       | • Vendor Invoice, Order confirmation or Receipt  
   | • Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Facility Rental                               | • Invoice,  
   | • signed lease agreement  
   | • Proof of payment (canceled check, bank statement, electronic reference, etc.) |

**PROGRAM BUDGET CATEGORIES**  

**REQUIRED DOCUMENTATION**

| Insurance                                      | • Vendor Invoice, Order confirmation or Receipt  
<p>| • Proof of payment (canceled check, bank statement, electronic reference, etc.) |</p>
<table>
<thead>
<tr>
<th>Category</th>
<th>Requirements</th>
</tr>
</thead>
</table>
| Supplies - Office / Administrative| • Vendor Invoice, Order confirmation or Receipt  
• Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Equipment Lease/Agreement        | • Vendor Invoice, Order confirmation or Receipt  
• Proof of payment (canceled check, bank statement, electronic reference, etc.)  
• signed lease agreement |
| Utilities - Water/Gas/Electric   | • Vendor Invoice, Order confirmation or Receipt  
• Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Maintenance/Repairs - Vehicles / Equipment Upkeep | • Vendor Invoice, Order confirmation or Receipt  
• Proof of payment (canceled check, bank statement, electronic reference, etc.)  
• signed contract |
| Advertising                      | • Vendor Invoice, Order confirmation or Receipt  
• Proof of payment (canceled check, bank statement, electronic reference, etc.)  
• signed contract |
| Public Relations                 | • Vendor Invoice, Order confirmation or Receipt  
• Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Professional Fees/ Contract Labor (i.e. non-salaried) | • Vendor Invoice, Order confirmation or Receipt  
• Proof of payment (canceled check, bank statement, electronic reference, etc.)  
• Employment Contracts (signed by both parties with deliverables and payment terms)  
• Proof of payment (cancelled check made payable to vendor, credit card statements, bank statements, etc.) |
| Volunteer Stipends               | • All invoices, purchase orders and canceled checks or any other method of payment for the purchase of the incentive  
• 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 |
| Program Materials/Supplies/Incentives | • Vendor Invoice, Order confirmation or Receipt  
• Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Direct Client Assistance         | • All invoices, purchase orders and canceled checks or any other method of payment for the purchase of the incentive  
• 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 |
EXHIBIT “G”
INSURANCE

SUBRECIPIENT shall comply with applicable workers’ compensation statutes and shall maintain and provide proof of a self-insurance fund pursuant to the requirements of the Texas Tort Claims Act, TEX.CIV.PRAC. & REM. CODE Section 101.001 et seq. in the amount of $100,000 for each person and $300,000 for each single occurrence for bodily injury or death and $100,000 injury to or destruction of property.

SUBRECIPIENT shall provide COUNTY with the Certificates of Self-Insurance and endorsements prior to the execution of this Agreement evidencing that the stated coverages have been obtained. SUBRECIPIENT shall provide, upon request by COUNTY, copies of all policies related to the Project.

A. CONTRATOR/SUBCONTRACTORS

SUBRECIPIENT agrees to require, by written contract, that all subcontractors providing Services pursuant to this Agreement will obtain the below insurance coverages and will provide a certificate of insurance and endorsement that names SUBRECIPIENT and COUNTY as additional insureds.

I. Commercial general liability insurance including coverage for the following where exposure exists and for amounts not less than:
   1) Premises/Operations
   2) Independent Contractors
   3) Products/Completed Operations
   4) Personal Injury
   5) Contractual Liability
   6) Explosion/Collapse/Underground Property Damage (where applicable)

   $2,000,000  General Aggregate
   $2,000,000  Products/Completed Operations Aggregate
   $1,000,000  Personal Injury per occurrence
   $1,000,000  Each Occurrence

   (Sexual abuse endorsement shall be required. County shall be named as an additional insured on this policy.)

II. Statutory workers’ compensation insurance for all employees of SUBCONTRACTOR.

Employer’s Liability Insurance with limits of liability not less than:

   $500,000.00  Each Accident
   $500,000.00  Policy Limit for Disease
   $500,000.00  Each Employee

   (A waiver of subrogation in SUBRECIPIENT and COUNTY’s favor is required).
III. Commercial Automobile Liability Insurance covering all owned/leased, borrowed, hired and non-owned motor vehicles used in connection with the work being performed under the Agreement with limits of liability not less than:

$1,000,000.00 Combined Single Limit

(SUBRECIPIENT AND COUNTY will be named as an additional insured on this policy).

IV. Professional Liability services in connection with the Services being performed under the Agreement with limits of liability not less than:

$1,000,000.00 Per Claim
$2,000,000.00 Annual Aggregate

1. Coverage will be continuous (by renewal or extended reporting period) for no less than 60 months following completion of the Agreement and acceptance of the Services by SUBRECIPIENT.

2. Coverage, including renewals, will have the same retroactive date as the original policy applicable to this Agreement.

Builder’s Risk Insurance for full amount of contract price to include any modifications.

Own Equipment and/or Property: Subrecipient, Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.
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:
BEXAR COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY HEALTH

By: 
George B. Hernández Jr.
President/Chief Executive Officer

Date: 10/2/2022

[Signature]

APPROVED AS TO FORM

SERINA RIVELA
VICE PRESIDENT/CHIEF LEGAL OFFICER
UNIVERSITY HEALTH
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:  
BEXAR COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY HEALTH

By:  
George B. Hernández Jr.  
President/Chief Executive Officer

Date:  
10/02/2022

APPROVED AS TO FORM:  
SERINA RUEDA  
VICE PRESIDENT/CHIEF LEGAL OFFICER  
UNIVERSITY HEALTH
ADDENDUM “C”

Programmatic Data for Capital Improvement Projects Over $10 Million

a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”).

Certification attached?  

See attached.

If you have selected “No” on the above question, you must complete the following:

The number of employees of contractors and subcontractors working on the Project:

________________________________________________________________________  
________________________________________________________________________

The number of employees on the Project hired directly and hired through a third-party:

________________________________________________________________________

The wages and benefits of workers on the Project by classification: Include as a separate attachment

Whether those wages are rates less than those prevailing: Include with above attachment

b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

Certification attached?  

No.

If you selected “No” on the above question, you must complete the following:

Describe how SUBRECIPIENT will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project, including a description of any required professional certifications and/or in-house training: Include as a separate attachment.
Describe how SUBRECIPIENT will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project: Include as separate attachment.

Describe how SUBRECIPIENT will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30): Include as separate attachment.

As part of its RFP process, SUBRECIPIENT will require all Construction Manager Respondents to submit a Workforce Continuity Plan addressing how the selected Construction Manager will ensure labor supply, minimize risk of labor disputes, and provide a safe and health workplace. The Workforce Continuity Plan will described the following:

a. Describe how Respondent will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project, including a description of any required professional certifications and/or in-house training.

b. Describe how Respondent will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project.

c. If selected, Respondent will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Project and shall issue a safety plan complying with applicable law, including the standards and regulations of the Occupational Safety and Health Administration (“OSHA”) prior to occupancy or mobilization of the site. Describe how Respondent will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30).

c. Does the Project prioritize local hires? Yes

d. Does the Project have a Community Benefit Agreement? No

If you selected “Yes” on the above question, provide a description of such agreement:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
DAVIS-BACON CERTIFICATION

For the project associated with the above-referenced Agreement ("Project"), BEXAR COUNTY HOSPITAL DISTRICT d/b/a UNIVERSITY HEALTH certifies that it will require its contractors and subcontractors to ensure that all laborers and mechanics performing services on the Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts").

BEXAR COUNTY HOSPITAL DISTRICT d/b/a UNIVERSITY HEALTH

By: ________________________________
    George B. Hernández, Jr., JD
    President/Chief Executive Officer

Date: 10/02/2022

[Signature]

SERINA RIVELA
VICE PRESIDENT/CHIEF LEGAL OFFICER
UNIVERSITY HEALTH