

**WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
WE ARE BLOOD**

This Social Service Funding Agreement (“the Agreement”), is made by and between **Williamson County, Texas** (the “County”) located at 710 Main Street, Georgetown, Texas 78626, and the **We Are Blood** (the “Agency”), a non-profit corporation, located at 4300 N. Lamar Blvd, Austin, TX 78756.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of utilities for families affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds.

NOW, THEREFORE, WITNESSETH:

:

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.
2. **Effective Date.** The effective date of this Agreement (“Effective Date”) is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by

the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. Term. The term of this Agreement is from the Effective Date to December 30, 2020.

I.

GENERAL OVERVIEW

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").
- 1.3 Distribution of Funds. The County will pay the total sum of Sixty-Three Thousand, Three Hundred Fifty-One Dollars and no/100 cents (\$63,351.00) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that \$63,351.00 of COVID-related expenditures as outlined in Exhibit "A" will be incurred by December 31, 2020.

II.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement and the Act.
- 2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- 2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditors office all necessary invoicing and

appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$63,351.00.

IV.

GENERAL CONDITIONS

- 4.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.
- 4.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 4.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 4.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

- 4.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 4.6. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 4.7. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.
- 4.8. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 4.9 Notices. Notices required by this Agreement are as follows:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Agency:

We Are Blood
4300 N. Lamar Blvd.
Austin, TX 78756

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

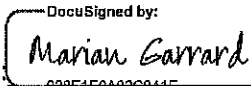
William Gravell, Jr.

ATTEST:

Nancy Rister , County Clerk

Date:

WE ARE BLOOD

By: 

Its: EVP/COO

Date:

12/9/2020

ATTACHMENT A

We Are Blood Proposal Expenses Incurred Before December 30, 2020

We Are Blood anticipates incurring \$117,595 in expenses during 2020 for the project funding measures outlined in the proposal approved by Williamson County. The \$63,351 awarded by Williamson County would be used to cover those expenses incurred before December 30, 2020. The anticipated expenses are explained in detail below.

ALYX Machines Expenses

We Are Blood ordered the two ALYX machines (apheresis plasma collection systems) on 11-19-2020 incurring expenses in the amount of \$59,284 with an anticipated delivery date before 12-30-2020. These machines will allow us to collect COVID-19 Convalescent Plasma (CCP) at mobile blood drives and on mobile buses.

Antibody Testing Expenses

We Are Blood anticipates incurring \$58,311 in antibody test expenses before 12-30-2020.

We Are Blood began testing all CCP donations for antibodies on 9-3-2020 screening all blood and platelet donations on 10-28-2020. Each CCP donation is tested with both an antibody screening test and an antibody titer level test. Each general blood or platelet donation is tested with an antibody screening test. Each general donation that tests positive with an antibody screening test will then receive an antibody titer level test. The cost of an antibody-screening test is \$4.50 per donation tested. The cost of an antibody titer level test is \$17.50 per donation tested.

As of 12-2-2020, We Are Blood has conducted 5,565 antibody screening tests and 713 antibody titer tests. Expenses incurred through 12-2-2020 are \$25,042.50 on antibody screening tests and \$12,477.50 on antibody titer testing for total expenses of \$37,520 in antibody testing.

From 12-3-2019 to 12-30-2019, We Are Blood collected donations from 4,138 individuals. Anticipating that We Are Blood will collect donations from a similar number of donors through the same period in 2020, We Are Blood will incur an additional \$18,621 in expenses for antibody screening tests. If 3% of those donations test positive and are then titer level antibody tested, 124 donations of those donations will receive titer level testing at \$2,170. These projections will mean an additional \$20,791 in antibody testing expenses anticipated to incur before December 30, 2020 for a total of \$58,311 in antibody expenses this calendar year.