

**FIRST AMENDED
WILLIAMSON COUNTY
SOCIAL SERVICE FUNDING AGREEMENT
WITH
SACRED HEART
COMMUNITY CLINIC**

This First Amended 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 **Sacred Heart Community Clinic** (the “Agency”), with mailing address at 620 Round Rock West Dr., Round Rock, TX 78683.

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 Personal Protection Equipment to ensure safety of staff and clients or families served by the Agency and 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; and

WHEREAS, the parties entered into an original agreement with an effective date of August 31, 2021 and the County desires to grant additional funding in this First Amended Social Service Funding Agreement.

NOW, THEREFORE, WITNESSETH:

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.

2. **Effective Date.** The effective date of this First Amended Agreement (“Effective Date”) is the latest date that either party executes this First Amended Agreement, or the date this First Amended Agreement has been finally approved by the County. Agency understands that this First Amended Agreement is dependent upon the approval of the County.
3. **Term.** The term of the original Agreement is from August 31, 2021 to December 31, 2021.

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 community 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 **Nineteen Thousand Ninety- Two and 98/100 cents (\$19,092.98)** (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that **\$19,092.98** of COVID-related expenditures as outlined in Exhibit “A” will be incurred by December 31, 2021.

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.
- 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 \$11,433.58.

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:

Sacred Heart Community Clinic
Attn: Executive Director
620 Round Rock West Dr.

Round Rock, TX 78683

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

William Gravell, Jr.

ATTEST:

Nancy Rister, County Clerk

Date:

SACRED HEART COMMUNITY CLINIC

By: Riz Burton-Barcia

Its: [Signature], Exec. Director

Date: 12-13-21

Organization Sacred Heart Community Clinic -Amended Exhibit A

Quantity	Item Description	Total Cost
	Dental Equipment PPE and Upgrades	\$5,367.78
	Medical Equipment PPE and Upgrades	\$962.94
300	Flu Vaccines	\$4,654.00
	Telemed Services (Zoom and UPDOX Telehealth)-	\$448.86
	Zoom January 11, 2021-August 10, 2021	
	UpDox Feb14, 2021-May 13,2021	
	Telemed Services (Zoom and UPDOX Telehealth)-	
	Updocs May 2020-Jan 2021 and June 2021	\$1,142.06
	Zoom August 11, 21 to Dec 11, 2021	\$95.88
	Laptops-Purchased for Mobile Clinics	\$3,316.00
	Medical/Dental Supplies Aug 1, 2021-Dec 1, 2021	\$586.40
	Portable Cholesterol Testing Machine for Mobile Clinics	\$2,519.06
	Total Amended Amount	\$19,092.98