April 8, 2015

You are invited to submit your proposal in accordance with the requirements in this REQUEST FOR SERVICES (RFS) # 1503-007-DW PROFESSIONAL YOUTH SERVICES.

Proposals must be submitted with an ORIGINAL (MARKED "ORIGINAL") AND SIX (6) COPIES to the Travis County Purchasing Agent, 700 Lavaca St., Suite 800, P.O. Box 1748, Austin, Texas 78767, no later than 3:00 P.M. CST Friday, May 8, 2015.

The objective of this RFS is to procure a PROFESSIONAL YOUTH SERVICES under the supervision of the Travis County Health and Human Services & Veterans Service Department.

A pre-proposal conference will be held at 10 a.m. CST April 17, 2015 at 700 Lavaca Street, Multi-Function Room C, on the 1st Floor, Austin, Texas.

FOR ANY INFORMATION RELATED TO THIS RFS, PROPOSERS MAY ONLY CONTACT:

DAVID WALCH, PURCHASING AGENT ASSISTANT AT (512) 854-6663

CONTACT WITH ANY OTHER PERSON ASSOCIATED WITH THIS RFS MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL. During this procurement process, potential proposers shall not contact individual members of the Travis County Commissioners Court regarding this solicitation. Any such contact may result in disqualification of the proposal.

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

REQUEST FOR SERVICES

RFS 1503-007-DW
PROFESSIONAL YOUTH SERVICES
DO NOT OPEN IN MAILROOM

Your consideration of this Request for Services is appreciated.

Sincerely,
Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent
# REQUEST FOR SERVICES

PROFESSIONAL YOUTH SERVICES  
RFS #1503-007-DW

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REQUEST FOR SERVICES ("RFS")

I. GENERAL RFS REQUIREMENTS

1.0 PURPOSE.

1.1 General Purpose. The Travis County Purchasing Office is requesting proposals for services from qualified firms, agencies or individuals who are interested in providing professional Youth Services for Travis County stakeholders (individually an "Offeror" and collectively, "Offerors").

1.2 Youth Services will provide prevention, diversion, and/or early intervention services for children and youth, ages 5 to 22 who are enrolled in any Texas Education Agency ("TEA") designated school, institution, or program that has a majority of the student population designated as economically disadvantaged, or who come from low-income families. Services may be school or community-based and must serve the target population in Travis County with further clarification included in the Scope of Service, Section II – Project Goals, Outcomes, and Service Design.

2.0 INCURRED EXPENSES. There are no expressed or implied obligations for Travis County to reimburse Offerors for any expense incurred in preparing proposals in response to this request, and Travis County will not reimburse anyone for those expenses. Travis County shall consider proposals from all qualified, responsible Offerors, as determined by Travis County.

3.0 PRE-PROPOSAL CONFERENCE. A pre-proposal conference will be held at 10 a.m. CST April 17, 2015 at 700 Lavaca Street, Multi-Function Room C, on the 1st Floor, Austin, Texas.

4.0 SUBMISSION OF PROPOSAL. Telegraphic and faxed proposals will not be considered; however, proposals may be modified by telegraphic or faxed notice provided such notice is received prior to the time and date set for the proposal opening and specific proposal prices are not exposed by such modification.

5.0 LATE PROPOSALS OR MODIFICATIONS. Proposals and/or modifications to proposals received after the time set for the proposal submission (proposals) and opening (modifications) will not be considered and will be returned to sender unopened.

6.0 WITHDRAWAL OF PROPOSALS. A proposal may not be withdrawn by the Offeror without the permission of Travis County for a period of ninety (90) days following the date designated for the filing of proposals, and the Offeror agrees to this by submitting said proposal.

7.0 POINTS OF CONTACT. Information regarding the purchasing process, the contents of this RFS, or questions concerning the Scope of Services may be obtained from David Walch, Purchasing
Agent Assistant at 512-854-6663, of the Travis County Purchasing Office. (When requesting information or submitting questions, please refer to the RFS number at the top of this page).

8.0  CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION. If any Offeror contemplating submitting a proposal for this contract is in doubt as to the true meaning of the requirements or other documents or any part of any requirement or document, a request for clarification should be submitted to the Purchasing Agent on or before SEVEN (7) DAYS PRIOR to the scheduled opening of the proposals. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFS will be made only by an RFS Amendment duly issued by the Purchasing Agent ("RFS Amendment"). In addition to being posted on Bidsync, a copy of such RFS Amendment will be mailed or faxed to each person receiving a solicitation that does not have access to electronic means of doing business.

9.0  GENERAL CONDITIONS. Offeror represents that the requirements, schedule, instructions and all other RFS documents have been thoroughly examined and that all investigations necessary to be thoroughly informed regarding delivery of the services as required by the RFS conditions have been conducted.

10.0  ETHICS POLICY. Travis County has adopted an Ethics Policy that controls the way in which County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that Travis County considers influential in this RFS are called "Key Contracting Persons" and are listed in Exhibit 1 to the Affidavit, included as Attachment E. The transactions that are covered by the Ethics Policy are those that involve the following, known in this document as "Covered Transactions":

10.1 Paying or receiving in any calendar year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

10.2 Loaning or receiving a loan of money, or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

10.3 but does not include:

10.3.1 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;

10.3.2 Any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Offeror in the ordinary course of its business; and

10.3.3 A transaction for a financial service or insurance coverage made on behalf of Offeror if Offeror is a national or multinational corporation by an agent, employee or other representative of Offeror who does not know and is not in a position that he or she should have known about the Contract.

This policy requires an Offeror to inform Travis County of Covered Transactions with the
Key Contracting Person that have occurred in the year before Offeror submits its proposal and to swear and submit the affidavit at the end of this section with its proposal. This policy also requires the selected Offeror to inform the County of Covered Transactions with the Key Contracting Person that occur at any time during the contract. Offeror must continue to perform the contract and forfeit all of the benefits of the contract as provided in this RFS and any resulting contract.

11.0 QUALIFICATIONS

OFFEROR shall have:

- Relevant experience providing services to children and youth ages 5 to 22.
- Relevant experience in one or more phases on the continuum of Youth Services, described in Section 23: Scope of Services: Prevention Services, Diversion Services and/or Early Intervention Services;
- The ability to collect and provide client-level information necessary for ongoing measurement and evaluation of locally funded services;
- Experience with measurement and evaluation of program performance and the ability to report on performance;
- Knowledge and experience with relevant evidence based practices for youth ages 5 to 22; and
- Familiarity with the Austin/Travis County community

12.0 OTHER CONDITIONS.

12.1 Facilities. The Offeror agrees that all uses of Travis County facilities, utilities and supplies shall be solely for the benefit of Travis County and directly related to the Offeror's actions under this RFS and any resulting contract and shall be limited to the approved use set forth in the applicable contract.

12.2 Insurance Requirements. The Offeror shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements," which is incorporated in and made a part of this RFS by reference.

12.3 Disclosures.

12.3.1 Licensing Complaints. The Offeror agrees to immediately disclose to Travis County any pending licensure complaints and any corrective action required by any of Offeror's licensing authorities. Offeror will have an affirmative duty to disclose such information under any agreement to provide services. The obligation to disclose continues throughout the RFS process and through the term of any contract which may result from this RFS.

12.3.2 Equal Employment Opportunity Commission “EEOC” Complaints. The Offeror
agrees to immediately disclose to Travis County any pending EEOC complaint(s) and any corrective action required as a result of an EEOC complaint(s). The Offeror will have an affirmative duty to disclose such information under any agreement to provide services. The obligation to disclose continues throughout the RFS process and term of any contract which may result from this RFS.

II. RFS - REQUIRED DOCUMENTATION

13.0 SUBMITTAL DOCUMENTATION. Some of the documentation that must be submitted with Offeror's proposal is described in the following paragraphs. Please note that this section may not address all documentation required by the RFS. The Offeror is cautioned to read the entire RFS to determine all documentation requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFS.

14.0 PROPOSAL CONTENTS. To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted with an original (marked "Original") and six (6) copies. They are to include the following:

14.1 Title Page. The Title Page must show the RFS subject and number; the Offeror's name; the name, address, and telephone number of a contact person; and the date of the proposal.

14.2 Transmittal Letter. The Transmittal Letter must be a signed letter briefly summarizing the proposed approach for conducting the task set forth this RFS and highlights of the Offeror's qualifications.

14.3 Detailed Proposal. The detailed proposal must address the Offeror's ability to provide Youth Services and will be evaluated according to the factors described in Section 16.0. The detailed proposal must address each requirement set forth in this RFS, including but not limited to, responses to the following items:

14.3.1 Administrative and Fiscal Review- Provision of required documents and complete responses (Attachment D)

14.3.2 Proposed approach to providing services: A complete response to the Programmatic Narrative Questions, (Attachment E. Questions 1-3).

14.3.3 Cost proposal: A complete Program Summary Matrix (Attachment F) and identification of the anticipated programmatic costs using the Budget Worksheets, (Attachment G) and complete responses to narrative questions 5 and 6. *Please note that the minimum dollar amount to be contracted for is $50,000.

14.3.4 Demonstrated capacity of the agency: Provision of monitoring reports and references, as listed in Attachment D and specified below:

14.3.4.a "Offeror" References. The "Offeror" must furnish at least three (3) but no more than five (5) references for which you or your firm has provided similar or relevant services during the past five (5) years. These references must include (a) a description of the service and location of the contract and (b) the name, address and telephone number of at least one (1) person that represents the "Offeror's" customer; and (c) a detailed
description of the key issues worked on for those organizations. Travis County may contact or visit any of the listed customers to evaluate the services provided as they relate to the services proposed under this RFS.

14.3.4.b. “Offeror” Monitoring Reports - The “Offeror” must provide monitoring report(s) from a minimum of two funders, for each of the past two years, as applicable. (This may include city, county, state or federal monitoring reports.)

14.3.5 Demonstrated expertise of personnel: Complete response to Attachment E, Narrative Question #4 along with provision of relevant resumes and job descriptions of project manager(s), “Offeror”(s) or other key personnel that will be directly involved with the services to be offered.

14.4 Offeror’s Representative. Include the name of the designated individual(s), along with their respective telephone numbers and email addresses, who will be responsible for answering technical and contractual questions with respect to the proposal.

14.5 Documents Required with Proposal. The Offeror must complete and return the following documents with their proposal:

14.5.1 Ethics Affidavit (Attachment A), including the accompanying Exhibit 1
14.5.2 HUB Declaration and List of Certified HUB Subofferors (Attachment B);
14.5.3 DUNS/CCR Certification; and
14.5.4 All other information required by this RFS.
14.5.5 Completed IRS Form W-9.

The above documents are included as Attachments to this RFS.

14.6 Documents Required After Contract Award. The following documents must be provided within ten (10) days of award of contract:

14.6.1 Insurance documentation (must be provided before beginning work).
14.6.2 All other information required in this RFS and the resulting contract.

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.
III. ADDITIONAL RFS PROCESS INFORMATION

**EVALUATION PROCESS:** An evaluation committee, supervised by the Purchasing Agent, and comprised of County staff and external reviewers will review, evaluate and score the submission as follows. Written submissions will be evaluated using the Evaluation Criteria listed below. The scores received will be used to rank and list each response from highest to lowest. Contract award will be as outlined in paragraph labeled, “Method Of Award”, below.

15.0 PROPOSAL DISCLOSURE. Proposals will be opened in a manner so as to avoid disclosure of the contents to competing Offerors. They will be kept secret during the evaluation process; however, all proposals will be open for public inspection after award except for information that qualifies as trade secrets or other confidential information under the Texas Public Information Act, but only if such information is identified confidential by the Offeror in its proposal.

16.0 EVALUATION FACTORS. Travis County will consider the following evaluation factors, which are listed and described in further detail below:

16.1 **Administrative and Fiscal Review (AFR)** — Offeror shall provide all components requested in Attachment D. The provision of those components will be assigned a Pass/Fail Score. A proposal that receives a failing score on the AFR will not be considered for funding.

16.2 **Proposed Approach to Provide Services** 55%
Response to programmatic narrative questions 1-3 (Attachment E). Does the respondent describe a service delivery model that:
- Meets the requirements set in the scope of work
- Illustrates clear understanding of the scope of work
- Indicates a good likelihood of success

16.3 **Cost Proposal** 20%
Response to programmatic narrative questions 5 and 6 (Attachment E):
- The Program Summary Matrix (Attachment F) offers a reasonable allocation of cost across component activities and a reasonable total cost per participant served
- Budget worksheets (Attachment G) – the proposed budget is accurate and aligns with the Program Summary Matrix

16.4 **Demonstrated Capacity of the Agency** 10%
- Review of 1) past monitoring reports and 2) references.

16.5 **Demonstrated Expertise of Personnel:** 15%
Response to programmatic narrative question 4 (Attachment E) and attached resumes and/or job descriptions.
- Relevant experience in Youth Services (listed in Scope of Services)

Travis County is requesting that the necessary information, for the Evaluation Criteria indicated above be included as part of the proposal, as Travis County will consider such in the evaluation process of each submitted proposal. If necessary, Travis County reserves the right to consider any other information that
comes to the County's attention that County deems relevant and to request an interview, which may include an oral presentation.

17.0 CONTRACTING.

17.1 AWARD OF CONTRACT. The award of a contract will be based on the demonstrated competence, experience, program design and qualifications of the Offeror(s) whose offer is determined to be the best value as determined solely by County, resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors as listed above. Travis County reserves the right to make an award to more than one Offeror, or not to award any contract.

17.2 METHOD OF AWARD: The County reserves the right to award a single or multiple contracts. The award of a contract shall be based on the demonstrated competence, experience, program design and qualifications of the Offeror(s) whose offer is determined to be the best-value as determined solely by the County, resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors as listed above.

Written submissions will be evaluated, scored and ranked using the Evaluation Criteria listed above. The scores received will be used to rank and list each response from highest to lowest qualified respondent. The County will negotiate contracts with the highest ranked qualified respondent, and will complete the process within the funding limits set forth in this RFS. The County may award as many contracts as available funds will allow. Contracts will be awarded according to the Program and Evaluation Criteria described above based upon available resources and community need.

18.0 NEGOTIATIONS

18.1 Travis County reserves the right to negotiate the price and any other terms with the Offeror.

18.2 If such negotiations are deemed necessary, the Purchasing Agent will supervise the same.

18.3 Offerors may be required to submit additional data during the process of any negotiations.

19.0 DEVIATIONS. Requirements stated in this RFS become part of the contract resulting from this RFS, unless the Offeror requests a deviation. Any request for deviations from these requirements must be specifically defined by the Offeror in its proposal. If accepted, the deviation becomes part of the contract. Travis County reserves the right to modify the requirements of this RFS.

20.0 RESERVATION OF RIGHTS. County expressly reserves the right to:

20.1 waive any defect, irregularity or informality in any proposal;

20.2 waive any noncompliance with the requirements of this RFS;

20.3 reject or cancel any proposal or parts of any proposal;
20.4 accept proposals from one or more "Offerors";
20.5 procure the services in whole or in part by other means; and/or
20.6 not award any contract under this RFS.

21.0 PROTESTS. Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) calendar days after award by the Travis County Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from the date of receipt. Any appeal from the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent in writing, who shall present the matter for final resolution to County Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by the County Commissioners Court and afforded an opportunity to present evidence in support of the appeal. The decision by the Commissioners Court will be final.

22.0 ATTACHMENTS. The attachments enumerated and denominated below are hereby made a part of this RFS, and constitute promised performances by Offeror in accordance with all terms of this RFS and any resulting contract:

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>22.1 A</td>
<td>Ethics Affidavit</td>
</tr>
<tr>
<td>22.2 B</td>
<td>HUB Declaration of Eligibility and List of Certified HUB Sub.</td>
</tr>
<tr>
<td>22.3 C</td>
<td>Insurance Requirements</td>
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<tr>
<td>22.4 D</td>
<td>Administrative and Fiscal Review Narrative Questions</td>
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<tr>
<td>22.5 E</td>
<td>Programmatic Narrative Questions</td>
</tr>
<tr>
<td>22.6 F</td>
<td>Program Summary Matrix</td>
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<td>22.7 G</td>
<td>Budget Worksheets</td>
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</tbody>
</table>

Attachments to be completed by applicant as part of the detailed proposal

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
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<tbody>
<tr>
<td>22.8 H</td>
<td>Definitions and Resources</td>
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</table>

Attachments included as reference

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
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<tr>
<td>22.9 I</td>
<td>DRAFT Professional Services Agreement</td>
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</table>
Section 23.0

SCOPE OF SERVICE
FY 16 YOUTH SERVICES – SOCIAL SERVICES INVESTMENT COMPETITION
TRAVIS COUNTY HHS/VS

I. Program Summary

Travis County through Travis County Health and Human Services & Veterans Service (HHS/VS) intends to secure prevention, diversion, and/or early intervention services for children and youth, ages 5-22 (the “Services”). These services may be school- or community-based and must serve the target population in Travis County. Potential applicants may bid to provide services as one agency or through a collaboration; however, there shall be only one lead applicant agency. Proposals will be evaluated based on the program requirements specified in Part III, Additional RFS Process Information, Section 16.0, Evaluation Factors, of this RFS.

The Services to be purchased will utilize best practices from the particular field involved in service delivery, e.g. academics, arts, science, arts, or mentoring. Services will align with programmatic quality standards adopted in December 2014 by the Texas Expanded Learning Opportunities Council: Texas Standards of High Quality for Afterschool, Summer and Expanded Learning Programs.

Services will focus on children and youth, ages 5-22, enrolled in any Texas Education Agency (“TEA”) designated school, institution, or program that has a majority of the student population designated as economically disadvantaged (defined as being eligible for free or reduced lunch or other public assistance), or who come from low-income families (i.e. income status of 200% or below of the Federal Poverty Income Guidelines). The priority target population for this RFS will be children and youth meeting the eligibility criteria, along with a service need determination ranging from no to low or low to moderate needs, as further specified in the table in Section II – Project Goals, Outcomes, and Service Design. The goal of this RFS is to afford children and youth quality services and programming that encourage positive behavior and choices and divert them from substance use or abuse, criminal involvement, or other risky behaviors.

II. Project Goals, Outcomes, and Program Design

Goals and Outcomes:

All Travis County youth services investments will align with/or strategically complement the community goals highlighted in Travis County’s existing community plan for youth development, known as the Ready by 21 Dashboard (http://www.centex-communitydashboards.org/), and additionally, Travis County HHS/VS’s goals and outcomes for youth:

- Promote the availability, affordability, accessibility, and quality of a continuum of services to children and youth, their families, and other caregivers;
- Ensure that children and youth are academically successful and workforce ready;
- Ensure that children and youth are socially and emotionally healthy and safe; and
- Ensure that children and youth are civically engaged.
Service Design: The service design of the proposed program should address one or more phases on the continuum of care (prevention, diversion, and/or early intervention) and include appropriate and relevant programming, as described below:

<table>
<thead>
<tr>
<th>YOUTH SERVICES – CONTINUUM OF CARE</th>
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<tbody>
<tr>
<td><strong>PREVENTION – low need</strong></td>
</tr>
<tr>
<td>No specific issues or needs</td>
</tr>
<tr>
<td>are present or have been</td>
</tr>
<tr>
<td>identified, e.g. behavioral or</td>
</tr>
<tr>
<td>academic.</td>
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</tbody>
</table>

| **DIVERSION – moderate need**     |
| Some level of “at risk” behavior  |
| or need is present, e.g. chronic  |
| tardiness or poor grades. The     |
| child or youth begins to meet the |
| TEA definition of “at-risk.”**    |

| **EARLY INTERVENTION – moderate–high need** |
| A more elevated level of risk is present. |
| Services are more specialized and     |
| personalized due to more consistently|
| risky behavior present, e.g. truancy, |
| disciplinary referrals or in-school   |
| suspension.                          |

Programming:

Following are examples of the types of services within each phase of the continuum that could meet the identified needs described above:

1. *Prevention Services*—Services in this category may include a wide variety of programming, ranging from enrichment services to basic academic assistance. Programming can include, but is not limited to:
   a. Enrichment Activities;
   b. Youth Leadership Activities;
   c. Service Learning Opportunities;
   d. Civic Engagement Opportunities;
   e. Academic Assistance;
   f. Family and Parental Engagement; and/or
   g. Other prevention services not specified above.

2. *Diversion Services*—In addition to services listed under Prevention Services, Diversion Services are meant to prevent more serious problems, e.g. criminal involvement or drop-out. Programming can include, but is not limited to:
   a. Academic Support or Assistance;
   b. Social Supportive Services;
   c. Psychoeducational Services;
   d. Counseling; and/or
   e. Other diversion services not specified above.

3. *Early Intervention Services*—In addition to Prevention Services and Diversion Services, Early Intervention Services may also include specialized services or more applied programming to meet individual, specific needs. Programming may include, but is not limited to:
   a. Case management;
   b. Counseling; and/or
   c. Other early intervention services not specified above.
Eligibility:

To be eligible for services, a child or youth must be:

- Between age 5 to 22, AND
- Enrolled in a school, institution or program that has a majority of the student population that meets the TEA definition of economically disadvantaged, OR
- Enrolled in any school, institution or program overseen by TEA and come from a low-income family (i.e. income status of 200% or below of the Federal Poverty Income Guideline). (This may include but not be limited to home schooling programs, charter schools, private schools, or other settings.)

Populations:

Special consideration will be afforded to proposals:

- Serving outlying areas of Travis County, and/or
- Serving vulnerable populations, including, but not limited to, the following:
  - Homeless children and youth;
  - Immigrant children and youth;
  - English Language Learners;
  - Children or youth with incarcerated parents;
  - Teen parents;
  - LGBT children and youth; and/or
  - Other populations, as determined by community need.

III. Quality Standards

The program service design shall align to the standards of the Texas Standards for High Quality Programs for Afterschool, Summer and Expanded Learning Programs, developed by the Texas Partnership for Out of School Time (TXPOST) with feedback from out of school time stakeholders throughout Texas. These standards were recently adopted by the state’s Expanded Learning Opportunity Council and are available at TXPOST’s website:

http://txpost.org/sites/default/files/u87/txpost_qualitystandards_final1.pdf

- Safe Environments, Health and Nutrition;
- Staff and Volunteer Management;
- Programming and Activities;
- Diversity and Inclusion in Programming;
- Family Engagement and Community Partnerships;
- Relationships and Interactions;
- School Linkages; and
- Program Sustainability, Evaluation and Awareness.

The program shall also adhere to the following guiding principles for this Youth Services RFS. Programs shall be (a) community driven, (b) youth focused, (c) individualized, (d) coordinated, (e) culturally
(racially, ethnically) and linguistically competent, (f) aware and sensitive to sexual orientation/gender identification differences, and (g) respectful of various religious denominations or affiliations.

IV. Other Evaluation Considerations

- Evaluation/outcomes – program design ensures program model fidelity with varying levels of evidence;
- Cost-time analysis – relative to similar programs to achieve desired outcomes; and
- Leveraging opportunities – opportunity to attract other funding sources to support proposed programming, e.g. federal funding.

*Public Education Information Management System (PEIMS) Data Standards, 2013-2014, http://ritter.tea.state.tx.us/peims/standards/weds/index.html. A student at-risk of dropping out of school includes each student who is under 21 years of age and who:
1. is in prekindergarten, kindergarten or grade 1, 2, or 3 and did not perform satisfactorily on a readiness test or assessment instrument administered during the current school year;
2. is in grade 7, 8, 9, 10, 11, or 12 and did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester;
3. was not advanced from one grade level to the next for one or more school years; (Note: From 2010-2011 forward, TEC 29.081 (d-1) excludes from this criteria prekindergarten or kindergarten students who were not advanced to the next grade level as a result of a documented request by the student’s parent.)
4. did not perform satisfactorily on an assessment instrument administered to the student under TEC Subchapter B, Chapter 39, and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument;
5. is pregnant or is a parent;
6. has been placed in an alternative education program in accordance with TEC §37.006 during the preceding or current school year;
7. has been expelled in accordance with TEC §37.007 during the preceding or current school year;
8. is currently on parole, probation, deferred prosecution, or other conditional release;
9. was previously reported through the Public Education Information Management System (PEIMS) to have dropped out of school;
10. is a student of limited English proficiency, as defined by TEC §29.052;
11. is in the custody or care of the Department of Protective and Regulatory Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official;
12. is homeless, as defined NCLB, Title X, Part C, Section 725(2), the term “homeless children and youths”, and its subsequent amendments; or
13. resided in the preceding school year or resides in the current school year in a residential placement facility in the district, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, or foster group home.
## ATTACHMENTS

<table>
<thead>
<tr>
<th>Attachment A</th>
<th>Ethics Affidavit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment B</td>
<td>HUB Declaration of Eligibility and List of Certified HUB Sub.</td>
</tr>
<tr>
<td>Attachment C</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>Attachment D</td>
<td>Administrative and Fiscal Review Narrative Questions</td>
</tr>
<tr>
<td>Attachment E</td>
<td>Programmatic Narrative Questions</td>
</tr>
<tr>
<td>Attachment F</td>
<td>Program Summary Matrix</td>
</tr>
<tr>
<td>Attachment G</td>
<td>Budget Worksheets</td>
</tr>
<tr>
<td>Attachment H</td>
<td>Definitions and Resources</td>
</tr>
<tr>
<td>Attachment I</td>
<td>DRAFT Professional Services Agreement</td>
</tr>
</tbody>
</table>
ATTACHMENT A
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: ____________________________________________________________
Name of Affiant: __________________________________________________
Title of Affiant: __________________________________________________
Business Name of Proponent: _______________________________________
County of Proponent: ____________________________________________

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".

5. Affiant has personally read Exhibit "1" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

________________________________________
Signature of Affiant

________________________________________
Address

SUBSCRIBED AND SWORN TO before me by ________________________ on ___________ 20__ .

________________________________________
Notary Public, State of ___________________

Typed or printed name of notary
My commission expires: __________________
# EXHIBIT 1

## LIST OF KEY CONTRACTING PERSONS

**February 19, 2015**

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Name of Individual</th>
<th>Name of Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Judge</td>
<td>Sarah Eckhardt*</td>
<td></td>
</tr>
<tr>
<td>County Judge (Spouse)</td>
<td>Kurt Sauer*</td>
<td>Kelly Hart LLP</td>
</tr>
<tr>
<td>Chief of Staff</td>
<td>Peter Einhorn*</td>
<td></td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Loretta Farb*</td>
<td></td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Joe Hon*</td>
<td></td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Maya Reisman*</td>
<td></td>
</tr>
<tr>
<td>Commissioner, Precinct 1</td>
<td>Ron Davis</td>
<td></td>
</tr>
<tr>
<td>Commissioner, Precinct 1 (Spouse)</td>
<td>Annie Davis</td>
<td>Seton Hospital</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Deone Wilhite</td>
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<tr>
<td>Executive Assistant</td>
<td>Felicitas Chavez</td>
<td></td>
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<tr>
<td>Executive Assistant</td>
<td>Sue Spears</td>
<td></td>
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<tr>
<td>Commissioner, Precinct 2</td>
<td>Brigid Shea*</td>
<td>Austin Energy</td>
</tr>
<tr>
<td>Commissioner, Precinct 2 (Spouse)</td>
<td>John Umphress*</td>
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<tr>
<td>Executive Assistant</td>
<td>Barbara Rush*</td>
<td></td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Kristian Caballero*</td>
<td></td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Melissa Velasquez*</td>
<td></td>
</tr>
<tr>
<td>Commissioner, Precinct 3</td>
<td>Gerald Daugherty</td>
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<tr>
<td>Commissioner, Precinct 3 (Spouse)</td>
<td>Charyn Daugherty*</td>
<td>Consultant</td>
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<tr>
<td>Executive Assistant</td>
<td>Bob Moore</td>
<td></td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Martin Zamzow</td>
<td></td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Madison A. Gessner</td>
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<tr>
<td>Commissioner, Precinct 4</td>
<td>Margaret Gomez</td>
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<tr>
<td>Executive Assistant</td>
<td>Edith Moreida</td>
<td></td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Norma Guerra</td>
<td></td>
</tr>
<tr>
<td>County Treasurer</td>
<td>Dolores Ortega-Carter</td>
<td></td>
</tr>
<tr>
<td>County Auditor</td>
<td>Nicki Riley</td>
<td></td>
</tr>
<tr>
<td>County Executive, Administrative</td>
<td>Vacant</td>
<td></td>
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<tr>
<td>Interim County Executive, Planning &amp; Budget</td>
<td>Leroy Nellis*</td>
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</tr>
<tr>
<td>County Executive, Emergency Services</td>
<td>Danny Hobby</td>
<td></td>
</tr>
<tr>
<td>County Executive, Health/Human Services</td>
<td>Sherri E. Fleming</td>
<td></td>
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<tr>
<td>County Executive, TNR</td>
<td>Steven M. Manilla, P.E.</td>
<td></td>
</tr>
<tr>
<td>County Executive, Justice &amp; Public Safety</td>
<td>Roger Jefferies</td>
<td></td>
</tr>
<tr>
<td>Director, Facilities Management</td>
<td>Roger El Khoury, M.S., P.E.</td>
<td></td>
</tr>
<tr>
<td>Chief Information Officer</td>
<td>Tanya Acevedo</td>
<td></td>
</tr>
<tr>
<td>Director, Records Management &amp; Communications</td>
<td>Steven Broberg</td>
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</tr>
<tr>
<td>Travis County Attorney</td>
<td>David Escamilla</td>
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</tr>
<tr>
<td>First Assistant County Attorney</td>
<td>Steve Capelle</td>
<td></td>
</tr>
<tr>
<td>Executive Assistant, County Attorney</td>
<td>James Collins</td>
<td></td>
</tr>
<tr>
<td>Director, Land Use Division</td>
<td>Tom Nuckols</td>
<td></td>
</tr>
<tr>
<td>Attorney, Land Use Division</td>
<td>Julie Joe</td>
<td></td>
</tr>
<tr>
<td>Attorney, Land Use Division</td>
<td>Christopher Gilmore</td>
<td></td>
</tr>
<tr>
<td>Director, Transactions Division</td>
<td>John Hille</td>
<td></td>
</tr>
<tr>
<td>Attorney, Transactions Division</td>
<td>Daniel Bradford</td>
<td></td>
</tr>
<tr>
<td>Attorney, Transactions Division</td>
<td>Ann-Marie Sheely*</td>
<td></td>
</tr>
<tr>
<td>Attorney, Health Services Division</td>
<td>Prema Gregerson*</td>
<td></td>
</tr>
</tbody>
</table>
Attorney, Transactions Division ..........Barbara Wilson
Attorney, Transactions Division ..........Jennifer Kraber*
Attorney, Transactions Division ..........Tenley Aldredge
Director, Health Services Division .........Beth Devery
Attorney, Health Services Division .........Elizabeth Winn*
Purchasing Agent ..........................Cyd Grimes, C.P.M., CPPB
Assistant Purchasing Agent .................Elaine Casas, J.D.*
Assistant Purchasing Agent .................Marvin Brice, CPPB
Assistant Purchasing Agent .................Bonnie Floyd, CPPB, CPPB
Purchasing Agent Assistant IV .............CW Bruner, CTP, CPPB
Purchasing Agent Assistant IV .............Lee Perry
Purchasing Agent Assistant IV .............Jason Walker
Purchasing Agent Assistant IV .............Richard Villareal
Purchasing Agent Assistant IV .............Patrick Strittmatter, CPPB
Purchasing Agent Assistant IV .............Lori Clyde, CPPB, CPPB, CTPE
Purchasing Agent Assistant IV .............Scott Wilson, CPPB
Purchasing Agent Assistant IV .............Jorge Talavera, CPPB, CPPB
Purchasing Agent Assistant IV .............Loren Breland, CPPB
Purchasing Agent Assistant IV .............John E. Pena, CTPB, CPPB
Purchasing Agent Assistant IV .............Angel Gomez
Purchasing Agent Assistant IV .............Jesse Herrera, CPPB, CTPB, CTCP, CTP
Purchasing Agent Assistant III .............Ashley Waffer*
Purchasing Agent Assistant III .............David Walch
Purchasing Agent Assistant III .............Vacant
Purchasing Agent Assistant III .............Sydney Ceder
Purchasing Agent Assistant III .............Ruea Victorino
Purchasing Agent Assistant III .............Rachel Fishback
Purchasing Agent Assistant II ..............L. Wade Laursen
Purchasing Agent Assistant II ..............Sam Francis
HUB Coordinator .........................Sylvia Lopez
HUB Specialist ............................Betty Chapa
HUB Specialist ............................Jerome Guerrero
Purchasing Business Analyst ...............Scott Worthington
Purchasing Business Analyst ...............Rosalinda Garcia
HHSVS Division Director ..................Lawrence Lyman
HHSVS Division Director ..................Deborah Britton
HHSVS Division Director ..................Jim Lehrman
HHSVS Division Director ..................Kirstin Siegfried
HHSVS Social Services Program Admin ....Laura Peveto
HHSVS Financial Manager ...............Kathleen Haas
HHSVS Planner Sr. .......................Courtney Lucas
HHSVS Accountant .......................Caula McMarion
HHSVS Contract Compliance Spc ........LaTrice Johnson
HHSVS Contract Compliance Spc ........San Juana Gonzalez
HHSVS Contract Compliance Spc ........LaDonna Brazell
HHSVS Planner Sr. .......................Korey Darling
HHSVS Planner Sr. .......................Brook Son
HHSVS Planner Sr. .......................Sandra Valenzuela
FORMER EMPLOYEES

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Name of Individual</th>
<th>Holding Office/Position</th>
<th>Date of Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attorney, Transactions Division</td>
<td>Jim Connolly</td>
<td></td>
<td>02/28/15</td>
</tr>
<tr>
<td>County Executive, Planning &amp; Budget</td>
<td>Leslie Browder</td>
<td></td>
<td>03/31/15</td>
</tr>
<tr>
<td>Purchasing Agent Assistant III</td>
<td>Shannon Pleasant</td>
<td></td>
<td>08/22/15</td>
</tr>
<tr>
<td>County Judge</td>
<td>Samuel T. Biscoe</td>
<td></td>
<td>12/31/15</td>
</tr>
<tr>
<td>County Judge (Spouse)</td>
<td>Donalyn Thompson-Biscoe</td>
<td></td>
<td>12/31/15</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Cheryl Brown</td>
<td></td>
<td>12/31/15</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Josie Z. Zavala</td>
<td></td>
<td>12/31/15</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>David Salazar</td>
<td></td>
<td>12/31/15</td>
</tr>
<tr>
<td>Commissioner, Precinct 2</td>
<td>Bruce Todd</td>
<td></td>
<td>12/31/15</td>
</tr>
<tr>
<td>Commissioner, Precinct 2 (Spouse)</td>
<td>Elizabeth Christian</td>
<td></td>
<td>12/31/15</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>Sara Krause</td>
<td></td>
<td>12/31/15</td>
</tr>
<tr>
<td>Purchasing Agent Assistant III</td>
<td>Michael Long, CPPB</td>
<td></td>
<td>01/15/16</td>
</tr>
<tr>
<td>Attorney, Transactions Division</td>
<td>Mary Etta Gerhardt</td>
<td></td>
<td>01/31/16</td>
</tr>
</tbody>
</table>

* - Identifies employees who have been in that position less than a year.
**ATTACHMENT B**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION**

The HUB Program policies and Minority and Woman-Owned Business subcontracts goals shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services.

<table>
<thead>
<tr>
<th>Category</th>
<th>Overall MBE Goal</th>
<th>Sub-goals:</th>
<th>Overall WBE Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMODITIES</td>
<td>3.5%</td>
<td>0.3% African-American</td>
<td>6.2%</td>
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<tr>
<td></td>
<td></td>
<td>2.5% Hispanic</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>0.7% Asian/Native-American</td>
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</tr>
<tr>
<td>CONSTRUCTION</td>
<td>13.7%</td>
<td>1.7% African-American</td>
<td>13.8%</td>
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<tr>
<td></td>
<td></td>
<td>9.7% Hispanic</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.3% Asian/Native-American</td>
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</tr>
<tr>
<td>SERVICES</td>
<td>14.1%</td>
<td>2.5% African-American</td>
<td>15.0%</td>
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<tr>
<td></td>
<td></td>
<td>9.9% Hispanic</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>1.7% Asian/Native-American</td>
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</tr>
<tr>
<td>PROFESSIONAL SERVICES</td>
<td>15.8%</td>
<td>1.9% African-American</td>
<td>15.8%</td>
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<tr>
<td></td>
<td></td>
<td>9.0% Hispanic</td>
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<tr>
<td></td>
<td></td>
<td>4.9% Asian/Native-American</td>
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</table>

**SECTION 1 BIDDER AND SOLICITATION INFORMATION**

Bidder Company Name: ____________________________  State of Texas VID#: __________

Address: ____________________________  City: ____________________________  State: __________  Zip Code: __________

Contact: ____________________________  Phone No.: ____________________________  Fax No.: ____________________________  E-mail: ____________________________

Project Name: ____________________________  Total Bid Amount: ____________________________  Solicitation #: ____________________________

Is your company a certified HUB?  

☐ Yes  ☐ No  

Indicate Gender & Ethnicity:

Certifying Agency (Check all applicable):  

☐ State of Texas (HUB)  ☐ City of Austin (M/WBE)  ☐ Texas Unified Certification Program (TUCP) (DBE)

**Definitions:**

HUB – Historically Underutilized Business  •  M/WBE – Minority/Women-Owned Business Enterprise  •  DBE – Disadvantage Business Enterprise

The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by the Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

*Prime Contractors who are awarded contracts with the County are required to make a "Good Faith Effort" to subcontract with HUBs. This includes professional services associated with the projects.*

**SECTION 2 SUBCONTRACTING INTENTIONS**

Percentage to be subcontracted to Certified HUBs:

<table>
<thead>
<tr>
<th>Total MBE Dollars:</th>
<th>Total MBE Percentage:</th>
<th>Total WBE Dollars:</th>
<th>Total WBE Percentage:</th>
</tr>
</thead>
</table>

Check the box that applies to the Bidder:

☐ We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)

☐ We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)

☐ We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)
## SECTION 3: DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS

Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.

Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.

<table>
<thead>
<tr>
<th>Sub Company Name:</th>
<th>State of Texas VID#:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
</tr>
<tr>
<td>Contact:</td>
<td>Phone No.:</td>
</tr>
<tr>
<td>Subcontract Amount:</td>
<td>Percentage:</td>
</tr>
</tbody>
</table>

Is your company a certified HUB? □ Yes □ No
Indicate Gender & Ethnicity:

Certifying Agency (Check all applicable):
- State of Texas (HUB)
- City of Austin (M/WBE)
- Texas Unified Certification Program (TUCP) (DBE)

<table>
<thead>
<tr>
<th>Sub Company Name:</th>
<th>State of Texas VID#:</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
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<td>Phone No.:</td>
</tr>
<tr>
<td>Subcontract Amount:</td>
<td>Percentage:</td>
</tr>
</tbody>
</table>

Is your company a certified HUB? □ Yes □ No
Indicate Gender & Ethnicity:

Certifying Agency (Check all applicable):
- State of Texas (HUB)
- City of Austin (M/WBE)
- Texas Unified Certification Program (TUCP) (DBE)

<table>
<thead>
<tr>
<th>Sub Company Name:</th>
<th>State of Texas VID#:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
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<td>Contact:</td>
<td>Phone No.:</td>
</tr>
<tr>
<td>Subcontract Amount:</td>
<td>Percentage:</td>
</tr>
</tbody>
</table>

Is your company a certified HUB? □ Yes □ No
Indicate Gender & Ethnicity:

Certifying Agency (Check all applicable):
- State of Texas (HUB)
- City of Austin (M/WBE)
- Texas Unified Certification Program (TUCP) (DBE)
**SECTION 1  DISCLOSURE OF NON-HUB SUBCONTRACTORS**

Travis County exercises the right to verify subcontractors listed on this project.

<table>
<thead>
<tr>
<th>Sub Company Name:</th>
<th>State of Texas VID#:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
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<td>Contact:</td>
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<tr>
<td>Subcontract Amount:</td>
<td>Percentage:</td>
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<tr>
<td>Description of Work:</td>
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</table>

<table>
<thead>
<tr>
<th>Sub Company Name:</th>
<th>State of Texas VID#:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
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<td>Contact:</td>
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<tr>
<td>Subcontract Amount:</td>
<td>Percentage:</td>
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<tr>
<td>Description of Work:</td>
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<table>
<thead>
<tr>
<th>Sub Company Name:</th>
<th>State of Texas VID#:</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Contact:</td>
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<tr>
<td>Subcontract Amount:</td>
<td>Percentage:</td>
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<tr>
<td>Description of Work:</td>
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</table>
**SECTION 7** RESOURCES

<table>
<thead>
<tr>
<th>TRADE ASSOCIATIONS</th>
<th>PHONE (512)</th>
<th>FAX</th>
<th>E-mail/website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asian Construction Trade</td>
<td>926-5400</td>
<td>926-5410</td>
<td><a href="http://www.acta-austin.com">www.acta-austin.com</a>, <a href="mailto:asiantcontractorge@gmail.com">asiantcontractorge@gmail.com</a></td>
</tr>
<tr>
<td>Austin Black Contractors</td>
<td>467-6894</td>
<td>467-9808</td>
<td><a href="http://www.abcatx.com">www.abcatx.com</a>, <a href="mailto:bro-pro@att.net">bro-pro@att.net</a></td>
</tr>
<tr>
<td>Austin Metropolitan United Black Contractors</td>
<td>784-1891</td>
<td>255-1451</td>
<td><a href="mailto:unism@attglobal.net">unism@attglobal.net</a></td>
</tr>
<tr>
<td>Natl. Assoc. of Women in Construction</td>
<td>593-1012</td>
<td>N/A</td>
<td><a href="http://www.nawic.org">www.nawic.org</a>, <a href="http://www.austinawic.org">www.austinawic.org</a>, <a href="mailto:austinawic@gmail.com">austinawic@gmail.com</a></td>
</tr>
<tr>
<td>US Hispanic Cont. Assoc. de Austin</td>
<td>922-0507</td>
<td>374-1421</td>
<td><a href="http://www.ushca-austin.com">www.ushca-austin.com</a>, <a href="mailto:info@ushca-austin.com">info@ushca-austin.com</a></td>
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</table>

**CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES**

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<tr>
<th>VENDOR DATABASE WEBSITES</th>
<th>CERTIFYING AGENCIES</th>
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<tbody>
<tr>
<td>State of Texas Centralized Master Bidders List</td>
<td><a href="http://www.window.state.tx.us/procurement/proc/cmbl">www.window.state.tx.us/procurement/proc/cmbl</a> CMBL includes certified HUBs.</td>
</tr>
<tr>
<td>City of Austin Small and Minority Business Resource</td>
<td><a href="http://www.austintexas.gov/department/small-and-minority-business">www.austintexas.gov/department/small-and-minority-business</a> MBE/WBE/DBE Program Information</td>
</tr>
<tr>
<td>City of Austin Minority Vendor Database</td>
<td><a href="http://www.austintexas.gov/smbr/vendors/certvendor.cfm">http://www.austintexas.gov/smbr/vendors/certvendor.cfm</a> Certified Vendors Directory</td>
</tr>
</tbody>
</table>

**SECTION 3** AFFIRMATION

As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.

Bidder understands and agrees that, if awarded any portion of the solicitation:

- The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to subcontractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.

- The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Subcontracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us.

- Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.

Name and Title: ____________________________ Date: ________________

E-mail Address: ____________________________ Signature: ________________

Provide contact information for the individual in your office who will handle invoicing for this project:

<table>
<thead>
<tr>
<th>Name and Title:</th>
<th>E-mail Address:</th>
<th>Phone No.:</th>
<th>Fax No.:</th>
</tr>
</thead>
</table>

Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.
1. HUB Program Requirements

1.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING DECLARATION Form provided with the CONSULTANT's Qualifications Statement and attached hereto as Exhibit 6 and made a part hereof. The CONSULTANT will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE) (Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American).

For purposes of this Agreement, all references to “HUB” shall mean “certified HUB.” To be considered as a “certified HUB,” the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program.

1.2 The Travis County Purchasing Office implemented an electronic reporting system (Vendor Tracking System) to eliminate standard forms, and streamline the current manual process of tracking payments to all first-tier subcontractors/subconsultants by performing all such tracking procedures electronically.

The selected Respondent shall be responsible for the use of the system and require all subcontractors/subconsultants to be responsible for system reporting.

Training and additional information regarding the use of this system will be provided to the Respondent by Travis County Purchasing Office HUB staff after contract award but prior to commencement of contract performance.

If you have any questions regarding this system or difficulty in locating Certified HUB subconsultants contact the Travis County HUB staff at (512) 854-9700 for assistance.
ATTACHMENT C

INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors’ Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

2. Employers' Liability limits are:
   - $500,000 bodily injury each accident
   - $500,000 bodily injury by disease
   - $500,000 policy limit

3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
   a. Waiver of Subrogation (Form 420304)
   b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
   - $500,000* per occurrence for coverage A and B with a $1,000,000 policy aggregate

2. The Policy shall contain or be endorsed as follows:
   a. Blanket contractual liability for this Contract
   b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County

4. a. Waiver of Subrogation (Form CG 2404)
   b. Thirty (30) day Notice of Cancellation (Form CG 0205)
   c. Travis County named as additional insured (Form CG 2010)

* Supplement Insurance Requirement: If child care, or housing arrangements for clients is provided, the required limits shall be:

   $1,000,000 per occurrence with a
   $2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
   a. Waiver of Subrogation (Form TE 2046A)
   b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
   c. Travis County named as additional insured (Form TE 9901B)

† Alternative Insurance Requirement
If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

   $100,000/$300,000/$50,000
may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of $1,000,000 per claim
   /$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor’s professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than $5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
ATTACHMENT D
ADMINISTRATIVE AND FISCAL REVIEW (AFR)

Proposals must respond to the following three (3) Financial Narrative Questions and include copies of documents requested below. Responses must specifically address the following evaluation factors:

Agency Financial Narrative—Financial Narrative should be no longer than three pages

1) Describe the agency’s financial/accounting system in relation to: Monthly Reports, Identification of Receipts and Expenditures of funds from separate funding sources, Internal Controls, Separation of Duties.

2) Describe the agency’s operating reserves and indicate the number of months represented.

3) Describe the agency’s process for revising policies and procedures.

Submit the following items as Attachments

Proof of incorporation or organizational status

IRS Form 990 (non-profit Offeror only)

Current list of Board of Directors and/or Principals, Chief Officers, Owners. Please include names and position titles.

Agreements for proposals submitted as partnerships, consortium or joint venture, or Managing Director/PEO, (if applicable)

Current Agency Organization Chart

Copy of most recent Audit(s) and Management Letter(s)

Copy of monitoring report(s) from a minimum of two funders, for each of the past two years.

Current annual budget for the agency

Agency’s written Personnel Policies and Procedures including sections regarding: Nepotism, Equal Employment Opportunity, Drug Free Workplace, the American Disabilities Act, and Employee Grievance process.

Agency’s written policies and procedures for Subcontracting and Procurement.

Agency’s written policies and procedures of Client Rights including sections regarding: non-discrimination of clients and the client grievance process.

References from entities or individuals for which the Offeror has provided similar work to the proposal.
ATTACHMENT E
Programmatic Narrative Questions

Proposals must respond to the following questions and include copies of documents requested below. Responses must specifically address the following evaluation factors:

1. Describe the population, program and service(s) to be provided, including: (25 points)
   a. The purpose, duration, and content to be offered through program.
   b. The intent of this Youth RFS is to focus on prevention outcomes while serving the child or youth across the continuum of care. Identify where on the continuum of care your proposal falls (prevention, diversion, or early intervention) and describe what type of service(s) will be provided and by whom.
   c. Describe how the proposal ensures access to the types of services described in Section II – Project Goals, Outcomes, and Program Design of the Scope of Service. Specify how you will identify and serve your target populations, geographic service area, and describe how you will address barriers to accessing programming.
   d. Are you formally collaborating with an entity to implement this program? If so, please include a copy of the relevant memorandum of understanding/agreement(s) that outline each entity’s roles and responsibilities to the program, as applicable.
   e. If your program decides to utilize an evidence-based model, please elaborate. Include which level of evidence the program model falls under, according to “A Model for Decision-Making Based on Evidence” attachment, and how this design meets the specific needs of this population. Please also include a reference to the model.

2. Service delivery/programming should be: (a) community driven, (b) youth focused, (c) individualized, (d) coordinated, (e) culturally (racial, ethnic) and linguistically competent, (f) aware and sensitive to sexual orientation/gender identification differences, and (g) respectful of various religious denominations or affiliations. (15 points)
   a. Describe how the service delivery/programming incorporates the above components.
   b. Describe how the program will engage youth.
   c. Describe how the agency/program staffing reflects the target population/community they serve. What type of initiatives does the agency undertake to recruit and retain staff from diverse racial, ethnic, cultural, sexual orientation and gender identification, and religious backgrounds?

3. Identify which goal(s) from Section II – Project Goals, Outcomes and Program Design of the Scope of Service the proposed program will meet. Include both the number to be served for each type of service, definition of what will be considered a successful outcome, whether an instrument/tool will be used to measure success (if so, please describe), and the percentage of participants expected to succeed. This narrative should complement the information that is included in the Proposal Summary Matrix attachment. (15 points)
4. Describe your staffing plan. **(15 points)**
   a. Describe child/youth: adult ratios for your proposal.
   b. Describe staff qualifications and experience. Support documentation should include resumes, job descriptions and other relevant documents referred to in *Part II, Section 14, Required Documentation*, of the RFS.
   c. Explain your agency’s efforts/commitment to professional development and training opportunities for programmatic staff. Explain what types of professional associations/affiliations exist or will be fostered to support programmatic success.

5. Provide an estimated cost per participant and an explanation of what expenses make up that cost using Attachment G, Budget Worksheets and Attachment F, Program Summary Matrix provided. Please also include descriptions of geographic service area, population considerations, professional development, and evaluation costs, as applicable. **(17 points)**

6. Describe how and to what degree your program will utilize Travis County funding to expand the scope and volume of services. In your response, please describe the total budget for this program, and include all existing sources of funding. **(3 points)**
### ATTACHMENT F: PROGRAM SUMMARY MATRIX

<table>
<thead>
<tr>
<th>Service Area and Service Types</th>
<th>Number of participants served&lt;sup&gt;1&lt;/sup&gt;</th>
<th>Duration of service&lt;sup&gt;2&lt;/sup&gt;</th>
<th>Annual cost of program per participant&lt;sup&gt;3&lt;/sup&gt;</th>
<th>Proposed performance outcomes&lt;sup&gt;4&lt;/sup&gt;</th>
<th>Addresses which Program Goal(s)&lt;sup&gt;5&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prevention Services</td>
<td>Specify:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diversion Services</td>
<td>Specify:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Early Intervention Services</td>
<td>Specify:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<sup>1</sup> State the number of participants expected in each Service Area (address all service types that apply).

<sup>2</sup> State the length of time participants are expected to be enrolled in the program.

<sup>3</sup> State the anticipated average cost per participant within the 12 month contract period.

<sup>4</sup> State the programmatic outcomes identified in Question 3 of the Programmatic Narrative Questions.

<sup>5</sup> Which goal(s) identified in the RFS Scope of Service, Section II Project Goals, Outcomes, and Service Design, does this program address?
## ATTACHMENT G: BUDGET WORKSHEETS
### PROGRAM BUDGET WORKSHEET

**Agency:**

**Program:**

**Instructions:** Provide whole dollar amounts for each applicable line item. Add details in the Narrative column below to explain and justify proposed expenses.

<table>
<thead>
<tr>
<th></th>
<th>Requested COUNTY Amount</th>
<th>Amount Funded by ALL OTHER Sources</th>
<th>TOTAL Budget (ALL funding sources)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONNEL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Salaries - Regular Time</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Service Salaries - Regular Time</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Salaries - Overtime</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Service Salaries - Overtime</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>A. SUBTOTALS: PERSONNEL</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>OPERATING EXPENSES</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>General Operating Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance/Bonding</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit Expenses (provide details on the Subcontracted Expenses form)</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants/Contractual (provide details on the Subcontracted Expenses form)</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Travel - within Travis County</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Travel - out of Travis County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conferences/Seminars/Training - within Travis County</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conferences/Seminars - out of Travis County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B. SUBTOTALS: OPERATING EXPENSES</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>DIRECT ASSISTANCE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food/Beverage for Clients (alcoholic beverage expenditures are not allowable)</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Assistance for Clients</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C. SUBTOTALS: DIRECT ASSISTANCE</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>GRAND TOTAL (A + B + C)</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**PERCENT SHARE of Total for Funding Sources**

#DIV/0!  #DIV/0!  #DIV/0!
<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>Grant/Contract Name</th>
<th>Funding Period</th>
<th>Funding Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travis County</td>
<td>Social Service Contract (Travis County program budget)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travis County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Austin</td>
<td>Social Service Contract (City of Austin program budget)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Austin</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>United Way</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contributions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Income/ Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL PROGRAM FUNDING:</strong> $0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### ATTACHMENT G: BUDGET WORKSHEETS
#### SUBCONTRACTED EXPENSES

**Agency:**

**Program:**

*Instructions:* Please provide **total** program information for all of the subcontractors whose professional services will be charged to this program. Include **all** subcontracts regardless of funding source.

<table>
<thead>
<tr>
<th>Subcontract #1</th>
<th>AMOUNT BY FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COUNTY Amount</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontract #2</th>
<th>AMOUNT BY FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COUNTY Amount</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontract #3</th>
<th>AMOUNT BY FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COUNTY Amount</td>
</tr>
</tbody>
</table>

*Copy and paste additional blocks as needed and number accordingly.*
ATTACHMENT H: DEFINITIONS AND RESOURCES

A Model for Decision-Making Based on Evidence

- Evidence-based is a process, not an intervention, to guide decisions

<table>
<thead>
<tr>
<th>EVIDENCE TERM</th>
<th>DESCRIPTION</th>
<th>PROS</th>
<th>CONS</th>
<th>LEVEL OF EVALUATION NEEDED*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evidence-Based</td>
<td>A randomized control group that may or may not be replicated</td>
<td>Strong indication that the program caused the change</td>
<td>Cannot always be applicable or comparable to desired population</td>
<td>Low</td>
</tr>
<tr>
<td>Research-Based</td>
<td>Compares outcomes for a group that had access to a practice with those who did not but are similar on observable characteristics</td>
<td>More flexible than evidence-based</td>
<td>May have causal influences but can’t be confident results are not due to other contributing factors</td>
<td>Medium</td>
</tr>
<tr>
<td>Promising</td>
<td>Practices that are consistent with theory and knowledge about issue area practices but there is little evidence-based research to determine whether they work</td>
<td>In a domain that lacks a lot of evidence-based research, these allow responses to community needs, and include innovative ideas in doing so</td>
<td>Little to no evidence of the efficacy of the practice</td>
<td>High</td>
</tr>
<tr>
<td>Mixed Results</td>
<td>Practices which have been shown not to work in some cases but have been shown to work in another case</td>
<td>Opportunity not to exclude something that could work in a particular situation</td>
<td>There is evidence that it doesn’t work</td>
<td>Extremely high</td>
</tr>
<tr>
<td>Ineffective</td>
<td>Practices which have been proven not to work</td>
<td>Can exclude these practices from receiving resources</td>
<td>Not advised for funding</td>
<td></td>
</tr>
</tbody>
</table>

*If a known model is being used with the intended population and maintaining fidelity to the model, then the level of evaluation needed is lower. The more a practice moves away from that, the higher the level of evaluation is needed.

METHODS OF EVALUATION

Levels of Evidence

- Randomized Experiments
  - Quasi-Experiments
  - Single-Case Experiments
  - Correlational Studies
  - Evidence-informed, Non-Experimental

Level of Evaluation Needed

Research and written by Travis County HIS/VS, Research & Planning [Spring 2013]
ATTACHMENT I
PROFESSIONAL SERVICES AGREEMENT/CONTRACT

*SAMPLE CONTRACT***

BETWEEN

TRAVIS COUNTY

AND

VENDOR NAME

FOR

Youth Services

CONTRACT NO. 440000XXXX

Travis County Purchasing Office
CONTRACT FOR
SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND

I. PARTIES

This Contract ("Contract") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and _____ [contractor name] _____, _____ [designation of type of legal entity] ("Contractor").

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.027, and other statutes), and to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes); and provision of the above services constitutes a public purpose.

Travis County Health and Human Services & Veterans Service has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., § 262 et seq., and has issued or hereby issues such an order of exemption for the services provided under the terms of this Contract as provided by applicable law.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of these agreements, covenants and payments, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Contract as follows:

III. DEFINITIONS

1.0 CONTRACT DEFINITIONS. In this Contract,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Contract Funds" means all funds paid by County to Contractor pursuant to this Contract (including grant funds, if specifically identified).

1.3 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.

1.4 "County Auditor" means Nicki Riley, the Travis County Auditor, or her successor or designated
representative.

1.5 "County Department," "Department" and/or "TCHHS/VS" mean the office of Travis County Health and Human Services & Veterans Service.

1.6 "County Executive" means Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service, or her successor or designated representative.

1.7 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor or designated representative.

1.8 "Eligible Client" means a person who meets any specific eligibility criteria described in this Contract and who meets statutory and/or Contract requirements necessary to receive services under this Contract.

1.9 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.

1.10 "Is doing business" and "has done business" mean:

1.10.1 Paying or receiving in any fiscal year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

1.10.2 Loaning or receiving a loan of money, or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

1.10.3 but does not include:

1.10.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.10.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.10.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.11 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment K.

1.12 "Parties" and "Party" means the County and/or Contractor.

1.13 "Reimbursable," "Allowable," or "Authorized Costs" means those amounts authorized to be paid by County to Contractor under the terms of this Contract with Contract Funds.

1.14 "Subcontract" means any agreement between Contractor and another party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.
1.15 "Subcontractor" means any party providing services required or allowed under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Contractor; and any party or parties providing services for Contractor which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract.

IV. KEY PROVISIONS

2.0 CONTRACT TERM

2.1 Initial Term. The Parties agree that this Contract will continue in full force for the Initial Term which begins XXXXX X, 20XX, and terminates XXXXX X, 20XX, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 Renewal Term(s)

2.2.1 Written Renewal. This Contract may only be renewed by written agreement executed by County and Contractor.

2.2.2 Renewal Provisions. Upon the approval by the Commissioners Court of continued funding during the budget process related to any Renewal Term, and within the limits of that budgetary approval, this Contract may be renewed by written agreement signed by County and Contractor for whatever time period is agreed to in writing by County and Contractor. The exercise of any option to renew under this provision will be with the understanding that all terms and conditions remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to this Contract. Non-competitive renewal will be based upon the Contractor's positive performance and County's continuing need for the services as determined by County. Contractor understands and agrees that this Contract is for the Initial Term only, and that there is no guarantee or agreement that any renewal term(s) will be granted by County; each renewal term is subject to County funding approved by the Commissioners Court and the decision to renew an individual contract based on need and performance, as determined by County.

3.0 CONTRACT FUNDS

3.1 Contract Funds Amount. During the Initial Term, County will make available for payment to Contractor for services provided pursuant to the terms of this Contract funds in an amount not to exceed:

$______________________________

4.0 AMENDMENTS, CHANGES OR MODIFICATIONS

4.1 Written. Unless specifically provided otherwise in this Contract, any changes, modifications, alterations, additions or deletions ("Amendment") to the terms of this Contract will be made in writing and signed by both Parties in order to be of any force or effect.

4.2 Authority to Change. CONTRACTOR AGREES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT OR MAKE ANY OBLIGATION FOR COUNTY UNDER THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.

4.3 Non-Compliance. Contractor agrees that any action taken by Contractor which does not comply
with the terms of this Contract subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.

4.4 **Submission.** Contractor will submit any requests for an Amendment of the terms of this Contract to the County Purchasing Agent with a copy to the County Executive. Upon agreement by the County Department, the request may be presented by the Purchasing Agent to the Commissioners Court for consideration. No changes will be effective as to County until approved in writing by Commissioners Court (or Purchasing Agent under Section 4.5). Written requests for Contract Amendment must be received by the County Department and Purchasing Agent prior to the desired effective date of the change (with sufficient time for County processing) and no later than sixty (60) days prior to the end of the Contract Term for which the Amendment is sought. Failure to meet this deadline may result in the denial of the request for the Amendment. In no event will an Amendment be granted after the expiration of the applicable Contract Term.

4.5 **Purchasing Agent Authority.** Contractor understands and agrees that the Purchasing Agent has authority to approve certain Amendments subject to applicable law (specifically, the County Purchasing Act, TEX. LOC. GOVT CODE, Chapter 262, and other applicable law) and County policy. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract as authorized, and will advise Contractor as to the decision to use that authority upon submission of the request for the Amendment. At any time, the Purchasing Agent may elect to submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

5.0 **ENTIRE AGREEMENT**

5.1 **All Agreements.** The Parties agree that all oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract. Outside discussion or other written or verbal communications not included in this Contract are **NOT** a part of this Contract (either at the time of this Contract or at any time during any Contract Term).

5.2 **Attachments.** The attachments listed below are a part of this Contract and constitute promised performances by Contractor in accordance with all terms of this Contract. If any Attachment is not applicable to this Contract, the cover sheet for the Attachments will show "Not Applicable." References to "Contract" in this agreement will include reference to all of the attachments to this Contract.

5.2.1 Attachment A 2014 Program Cover Page - Form # 2
5.2.2 Attachment B 2014 Program Work Statement - Form # 3
5.2.3 Attachment C 2014 Program Budget - Form # 4
5.2.4 Attachment D 2014 Program Budget Narrative - Form # 5
5.2.5 Attachment E 2014 Total Program Staff Positions and Time - Form # 6
5.2.6 Attachment F 2014 Total Program Funding Summary - Form # 7
5.2.7 Attachment G 2014 Subcontracted Expense Form - Form # 8
5.2.8 Attachment H 2014 Performance Measure Definition Tool - Form # 9
5.2.9 Attachment I 2014 Financial Reports/Forms (Sample Forms with specific forms to be provided by County)
   (a) Payment Request
   (b) Monthly Expenditure Report
   (c) Compliance Certification Form
   (d) Budget Revision Request Form
5.2.10 Attachment J Insurance Requirements
5.2.11 Attachment K Ethics Affidavit
5.2.12 Attachment L 2015 Debarment Form (See Section 15.4)
The Parties agree that the above Financial Report/Forms (Attachment I) may be sample in nature and that specific forms may be adjusted, added or deleted by mutual agreement of the Parties.

V. FINANCIAL PROVISIONS

6.0 CONTRACT FUNDS

6.1 Maximum Funds. Subject to all requirements of this Contract, in consideration of full and satisfactory performance, as determined by County, of the services and activities provided by Contractor under the terms of this Contract, County will provide Contract Funds not to exceed the following amount during the Initial Contract Term:

$________________________________________________

6.2 Financial Limitations.

6.2.1 County Budget. Contract Funds will be provided as further set forth in Attachment C, "Program Budget," of this Contract. Contractor agrees that the sum stated in Sections 3.0 and 6.1 is the maximum amount available to be paid by County to Contractor during the Initial Contract Term unless the Contract is changed pursuant to Section 4.0, "Amendment." The total costs of this Contract will in no event exceed or be interpreted to obligate the County beyond the amount included in the County's budget and designated for this purpose in any Fiscal Year/budget period unless or until an increase in the County budget is approved by the Commissioners Court and the appropriate Amendment to this Contract is executed. Any amendment to this Contract which adds County funds to the Contract will be considered to have amended the not to exceed amount set forth in this Contract by that amount. If this Contract is renewed under Section 2.2, it is understood and agreed that the amount set forth in the Contract, including the "Program Budget," will be amended, as necessary, for each Renewal Term in the Renewal Term Amendment to reflect those amounts approved by the Commissioners Court in its budget process for that Contract Term.

6.2.2 Budget Period Limits. Contractor expressly agrees that County funding obligations can ONLY be incurred for the portion of any Contract Term corresponding to a time period included in the approved budget for any one Fiscal Year.

7.0 INVOICING AND REQUEST FOR PAYMENT

7.1 Monthly Request. Each month during any Contract or Renewal Term, Contractor will file, within the time limits set forth in this Section 7.0, and pursuant to applicable requirements of this Contract, the complete and correct (as determined by County Department) Payment Request forms (Attachment I). Contractor agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, purchase orders or other information, will be reviewed by County during monitoring visit(s), and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such, as determined by County.

7.2 Timely Filing of Request.

7.2.1 Filing. The Payment Request forms will be filed with TCHHS/VS within fifteen (15) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Payment Request forms may impact the ultimate receipt of payment by Contractor. County will pay Contractor for authorized expenditures (as defined by this Contract and approved by the County) reported in that Payment Request within thirty (30) days of receipt by TCHHS/VS of that
complete and correct Payment Request in accordance with the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251).

7.2.2  **Request Limitation.** County will not be liable to Contractor for any costs incurred and paid by Contractor in the performance of this Contract which are not billed to County under the applicable terms of this Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of the Initial Contract Term (or any Contract Term, as applicable to the term in which the services were provided), whichever occurs first. Costs billed by Contractor on or after the 61st day following provision of services or the termination of any Contract Term (whichever applies) will be considered disallowed and may not be paid by County.

7.3  **Complete and Correct Request.** Contractor understands and agrees that the payment by County of the Payment Request amount will only be made where a complete and correct Payment Request is determined by County to have been filed.

7.4  **Contractor Corrections.** If County determines that corrections and/or changes to the Payment Request are necessary, the Payment Request will be returned to Contractor. Those corrections or changes must be made by Contractor and returned to County prior to the Payment Request being certified by County for payment as complete and correct. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to TCHHS/VS result in the delay of the certification of a Payment Request (or "invoice") by County, Contractor understands and agrees that the time for payment under the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251) will not begin to run until that invoice has been corrected so that it is, as determined by County Department, correct and complete as necessary for certification by County.

7.5  **County Correction.** At any time that County discovers a discrepancy in an invoice that would result in Contractor receiving up to Five Dollars ($5.00) less than the amount invoiced, County may contact Contractor for written permission (via email or fax) to adjust the invoice according to the County's determination. Upon receipt of such written permission, County may adjust the invoice as agreed to by Contractor, and Contractor agrees to accept the resulting payment as payment in full; no further accounting will be made nor will any future payments be adjusted related to the amount so waived by Contractor under this provision. Contractor understands and agrees that consent under this Subsection 7.5 constitutes a complete and total waiver of the amount deducted from the total invoiced amount. This provision allowing for correction by County of a Payment Request will ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Payment Request; at any time that the discrepancy involves an increase in the amount to be paid, the Payment Request will be returned to Contractor for correction.

8.0  **CONTRACT FUNDS RESTRICTIONS**

8.1  **County Payment.**

8.1.1  **Reimbursement Only.** Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by County under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those actual costs being invoiced and considered allowable under this Contract and subject to payment by County.

8.1.2  **Department Determination.** County and Contractor agree that determination of allowable expenses and payment of Contract Funds will be directed by County Department.

8.1.3  **Pre/Post-Term Debts.** County will not be liable for: costs incurred or performances rendered by Contractor before or after the Contract Term; expenses not billed to County within the applicable time frames set forth in this Contract; or any payment for services or activities not provided
pursuant to the terms of this Contract.

8.2 **Maintenance of Funds.** The Contractor will deposit and maintain all monies received under this Contract in either a separate numbered bank account or in a general operating account, either of which will be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect and identifies revenues and expenditures for the monies received under this Contract from County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Section 8.2 upon request by County.

8.3 **Allowable Costs - Direct Performance.** Costs will be considered allowable only if, as determined by County, those costs are:

(a) incurred and paid by Contractor directly and specifically in the performance of this Contract;

(b) incurred and paid by Contractor pursuant to all requirements of this Contract;

(c) incurred and paid by Contractor in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles;

(d) included and identifiable in Contractor's budget document attached to this Contract as required in this Contract; and

(e) incurred and paid as set forth in Section 8.1.1, and other applicable provisions.

8.4 **Indirect Costs.** Indirect Costs, as defined by generally accepted accounting principles, are not considered to be allowable costs under this Contract.

8.5 **Specific Prior Authorization - Items NOT in Contractor's Budget.** Section 8.3 notwithstanding, if the following are NOT in Contractor's specific budget documents, County's prior written authorization by the County Executive is required in order for the following to be considered allowable costs, and therefore reimbursable under this Contract:

8.5.1 **Facilities.** Alteration or relocation of facilities.

8.5.2 **Professional Services.** The acquisition of all consultant or professional services, as may be approved under the terms of this Contract. All consultant or professional services must be documented utilizing the appropriate County form.

8.5.3 **Out Of County Travel.** Out of County travel will only be approved/reimbursed pursuant to Section 8.6.

Any costs which are described by this Subsection 8.5 which are incurred by Contractor without the required approval may be considered disallowed, and may not be paid by County; or payment may be delayed. Specific inclusion in the budget document included in the Contract of any of the above will be considered approval by County.

8.6 **Out of County Travel Expenses.**

8.6.1 **Allowable Travel.** In order to be considered a reimbursable expense under this Contract, all travel must: be travel outside Travis County (out-of County); be necessary and for a purpose directly related to the provision of services under this Contract (with supporting documentation provided/made available for
review by County); and meet all requirements of this Contract. Individual(s) included in travel must either be employees or volunteers who must participate in such travel in order to further the provision of services provided under this Contract. Final determination of such relationship will be made solely by County. Contractor understands and agrees that, if Contractor is in doubt about the relationship of the travel or participants to County services, it is the Contractor's obligation to secure written County determination prior to incurring the travel cost, or risk such costs being disallowed by County.

8.6.2 Budget. Travel will be considered approved only if the expense of such travel is included in Contractor's budget and the details of the travel have been provided according to the approved budget. If the travel has not been completed and included as a part of this Contract in the approved budget, then the Contractor will complete and submit Contractor's travel form to County through the County Department for written approval by the County Executive or their designated representative prior to the travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to incurring such expense or risk the travel expense being disallowed. Expenses set out in the Contractor's travel form must fall within the amount set forth in Contractor's budget for travel and must meet all rules and requirements of the current Travis County Budget Rules and Travel Guidelines, currently found at the following:

http://www.co.travis.tx.us/planning_budget/fy14/budget_rules.pdf

Contractor is responsible for obtaining and invoicing according to the most recent version of the applicable Travis County rules and guidelines.

8.6.3 Failure to Obtain Approval. Any costs incurred related to travel without the approval required under this Section 8.6 may be considered disallowed and may not be paid by County; or payment may be delayed. If travel expenses are incurred as a result of Contractor's failure to cancel arrangements in time to secure a refund, County will only reimburse if that failure is a result of an unavoidable emergency. An "unavoidable emergency" under this provision will be a situation determined by County to relate to circumstances that are clearly beyond the control of the traveler, such as illness or injury. Complete documentation of such claim of unavoidable emergency will be submitted by Contractor and County will make the final determination as to the decision to reimburse Contractor for the expense (in whole or in part).

8.6.4 Commissioners Court Approval. Out of County travel expenses under this Section 8.6 which do not meet the specified County criteria cannot be approved by the County Executive, but would have to be taken to the Commissioners Court for approval PRIOR to travel. All out-of-county travel expenses must be included in Contractor's budget.

8.7 Overtime Compensation. Contractor may use Contract Funds to pay overtime and/or the associated fringe benefits on such overtime only if the overtime meets the following requirements, as determined by County:

(a) Amount is included in the Contractor's budget; and
(b) Amount is actually incurred by a Contractor employee who holds a position which is included in the budget for reimbursement by County Funds (as documented by a signed timesheet); and
(c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and
(d) Contractor maintains and implements a written policy concerning overtime compensation which manages and controls the use of overtime to minimize the need for overtime compensation.

8.8 Non-Allowable Costs. The following are not reimbursable costs, whether incurred directly or indirectly in performance of this Contract and may not be included in Contractor's budget or paid for using Contract
Funds:

(a) Other Post Employment Benefits (OPEB) for employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits.
(b) Employee recognition, rewards, or awards other than performance pay pursuant to written compensation schedules.
(c) Entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the Contract will pay for an employee's own meal and beverage expenses incurred during out-of-County trips or conferences related to services provided under this Contract if properly budgeted and if incurred according to the Contractor's travel policy as approved by County pursuant to Section 8.6.
(d) Legislative consultant services.
(e) Donations to non-profit or private organizations.
(f) Legal services provided to Contractor.
(g) General consulting services that are not directly provided as a specific program service.
(h) Purchases of any non-expendable Capital Acquisition as defined in Section 14.6.
(i) Expenditures made in violation of any law or regulation applicable to Contractor and/or services provided under this Contract.

9.0 RETURN OF CONTRACT FUNDS

9.1 Contractor Liability. Contractor will be liable to County and refund money paid to Contractor upon a determination by County that payment either:

9.1.1 has resulted in overpayment,
9.1.2 has not been spent strictly in accordance with Contract terms,
9.1.3 exceeds the total expenditures actually reported by Contractor,
9.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s), or
9.1.5 was inappropriately transferred according to Section 11.0.

9.2 Return of Funds. Return of funds under this Section 9.0 will be made by Contractor to County within thirty (30) days of written request by County. County may offset the amount of any funds owed under this Section against the next or any future payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

10.0 AUDIT

10.1 Annual Audit. Unless otherwise authorized by County under the terms of this Contract, Contractor will arrange for the performance of an annual (at least one time during each consecutive 365-day period) financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

10.1.1 Single Audit.

a. Single Audit Act Application. For each Fiscal Year included within a Contract period specified in Section 2.0 ("Contract Term") of this Contract in which Contractor expends a total of $500,000 or more in Federal awards from all sources, Contractor will have an audit conducted in accordance with the Single Audit Act of 1984, 31 U.S.C., Section 7501 et seq., and OMB Circular No. A-133, "Audits of States, Local Government and other Non-Profit Organizations."

b. No Single Audit Act Application. Contractors not subject to the Single Audit Act, and
expending $500,000 or more during the Contractor's fiscal year must have a full financial audit performed. If less than $500,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

c. Performance Requirements. The audit or review must be:

(i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

(ii) made in accordance with generally accepted auditing standards and procedures for a non-profit organization and auditing standards (including a Statement of Functional Expenses) as stated in the "American Institute of Certified Public Accountants Industry Audit Guide - Audits of Voluntary Health and Welfare Organization;" and

(iii) provided for any/each of Contractor's fiscal years in which County Funds are provided.

10.1.2 Entire Operations Option. At the option of Contractor, each audit or review required by this Section 10.0 may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered Contract Funds.

10.1.3 Financial Records. Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to Contract Funds.

10.1.4 Copy. Contractor will provide a copy of its most recent report of the complete financial audit and the auditor's opinion and management letters, or the review, to County within 180 days of the end of the Contractor's fiscal year end, unless County approves alternative arrangements in writing. In any event, such copies will be provided no later than September 30 of each year in which County funds are received under this Contract. The report will also include the auditor's opinion and letters to management. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports. Reviews and audits performed under Section 10.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such reports in a timely manner may result in delay of payment, suspension or termination of the Contract by County. Reports may be in either hard copy or electronic form, unless otherwise requested by County.

10.1.5 Continued Obligation. The expiration or termination of this Contract will in no way relieve Contractor of the obligation to meet the requirements of this Section 10.0 in the manner or format prescribed by County.

10.1.6 Cost of Audit. Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 10.0 may be considered an allowable cost and reimbursable under this Contract if the following requirements are met:

(a) cost is included in Contractor's budget, with the Subcontractor providing such services correctly identified; and

(b) the cost billed to County is no greater than the percentage relationship of County Contract Funds to Contractor's total annual budget, with the cost of the audit being a reasonable cost for such services as agreed to by County. For example, if the total amount of County Contract Funds
provided under this Contract is ten percent (10%) of the total Contractor annual budget, then County Contract Funds may be used to reimburse up to ten percent (10%) of the total cost of the annual audit.

10.2 **County Audit.** Notwithstanding Section 10.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit of the Contract. Contractor agrees to permit County or its authorized representative, to audit Contractor's records and to review, copy or obtain any documents, materials, or information necessary to facilitate such audit.

10.3 **Facilitation.** Contractor will take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 10.0 that County may reasonably require of Contractor. Such action will include provision of access to Contractor’s facilities during Contractor’s regular business hours for County to conduct an audit. The County will consider reasonable times and places to review records or interview individuals. Adequate and appropriate workspace will be made available to County or their designees, and all requested records will be made readily available.

10.4 **Contractor Audit Records.**

10.4.1 **Content.** Records of Contractor, its subsidiaries, Subcontractors and affiliates subject to audit will include accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent, as defined by County, to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies and services and all other costs of expenses of whatever nature relating to this Contract (all the foregoing to be referred to as "Records").

10.4.2 **Access.** Contractor grants access and the right to examine, copy or reproduce all Records pertaining to this Contract.

10.4.3 **Subcontractors.** Contractor will require all Subcontractors, sub-consultants, insurance agents, contractors, and suppliers related to this Contract to comply with the provisions of this Section 10.0, and any other provisions so designated within this Contract, by inserting those requirements in any written contract agreements executed between the Contractor and other related parties using Contract Funds.

11.0 **TRANSFER OF FUNDS.**

11.1 **Transfer of Funds Without Amendment.** Notwithstanding Section 4.0, and as specifically applicable, Contractor may transfer funds without a written amendment to this Contract ONLY if ALL of the following requirements are met:

11.1.1 the transfer will not change the scope or objective of the programs funded under this Contract, solely as determined by County prior to transfer; and

11.1.2 Contractor submits a budget revision form and obtains County's approval of such revisions prior to the submission of the Contractor's first monthly billing to the County following the transfer which will reflect such changes; and

11.1.3 Contractor submits no more than two (2) budget revision requests during a Contract Term, with one request allowed during the first six (6) months of the Contract Term, and the second submitted no later than sixty (60) days prior to the end of the Contract Term.

11.2 **Disallowed Expense.** Contractor agrees that failure to meet the requirements of Section 11.1.1 –
11.1.3 may result in any transfer of funds being disallowed; as such, the disallowed amount may not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 11.0, Contractor agrees to refund such payment in full to County within twenty (20) days of written request by County for such refund.

12.0 FORMS

12.1 W-9 Taxpayer Identification Form. Contractor will provide the County Purchasing Agent with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor. Contractor understands that this W-9 Form must be provided to the County Purchasing Agent before any Contract Funds are payable. If there are any changes in the W-9 form during any Contract Term, Contractor will immediately provide the County Purchasing Agent with a new and correct W-9 form Failure to provide such form within the time required may result in delay of payment, suspension or termination of the Contract, or other action as deemed necessary by County. Any changes in the W-9 Form are also subject to the requirements of Sections 26.0, "Notices," and 28.0, "Assignability," as applicable.

12.2 IRS 990 Form. Contractor will provide the Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 (Return of Organization Exempt From Income Tax) for each calendar year within 180 days of the Contractor's fiscal year end, but no later than September 30 of each year in which County funds are received under this Contract. If Contractor has filed an extension request which prevents the timely provision of the form 990, Contractor will provide the Purchasing Agent with a copy of that application for extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of any final document(s) immediately upon receipt of such document(s).

13.0 OUTSTANDING DEBT.

13.1 Assignment for Taxes. Notwithstanding anything to the contrary contained in this Contract, if Contractor is delinquent in the payment of property taxes, or of any taxes due to Travis County at any time of invoicing for payment, Contractor hereby assigns any payment to be made for services and performance provided under this Contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector.

13.2 Disbursements to Persons/Organizations With Outstanding Debt. Contractor agrees that:

13.2.1 Disbursements to persons with certain outstanding debt is prohibited by Section 154.05 of the Texas Local Government Code and will not be made under this Contract.

13.2.2 Pursuant to Section 13.2.1, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of the Contractor, or an agent or assignee of Contractor until:

(a) the County Treasurer notifies the Contractor in writing that the debt is outstanding; and
(b) the debt is paid.

13.2.3 "Debt" as used in this Section 13.0 includes delinquent taxes, fines, fees and indebtedness arising from written agreement with the County.

13.2.4 County may apply funds County owes Contractor to the outstanding balance of debt for which notice is made under Section 13.2.2 above if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.
13.3 **Payment of Taxes.** Contractor agrees that Contractor will be liable for compliance with all federal, state, and local laws and requirements regarding: income tax, payroll tax, withholding, excise tax and any other taxes. Contractor accepts responsibility for the compensation of employees for purchasing any liability, disability or health insurance coverage deemed necessary by Contractor or required by law and for providing federal and state unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Contractor will not be treated as an employee of County with respect to the services performed under the terms and conditions of this Contract for federal and state tax purposes. If Contractor is not a corporation, Contractor further understands that the Contractor may be liable for self-employment (social security) tax to be paid by Contractor according to law. Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. County will not be responsible for payment of any of the above costs of Contractor.

13.4 **Non-delinquency on Federal Debt.** Contractor, by signing this Contract, certifies that Contractor is not delinquent in repaying any Federal debt; has not been judged to be in default on a Federal Debt; and has not had a judgment lien filed against it as a result of a Federal debt. Failure to maintain this status will result in action by County up to and including termination of this Contract.

VI. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

14.0 **CONTRACTOR PERFORMANCE**

14.1 **Services and Activities.**

14.1.1 **Requirements.** During any Contract Term, Contractor will perform, in a satisfactory manner as determined by County services and activities in accordance with all terms of this Contract.

14.1.2 **Failure to Perform.** In the event of Contractor's non-compliance with any term of this Contract County may impose such sanctions as determined to be necessary by County, including the following:

(a) Withholding of payments to Contractor under the Contract until Contractor complies with the term of the Contract:
(b) Suspension, termination or cancellation of the Contract, in whole or in part.

The above actions by County may be taken in addition to any other specific action set forth in any provision of this Contract or allowed by law.

14.2 **Policies.**

14.2.1 **General Policies.** The Contractor is required to maintain written policies and procedures approved by its governing body and to make copies of all policies available to the County Department upon request. At a minimum, written policies will exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel; Client and Personnel Grievance (as further set forth in Section 14.2.2); Nepotism; Non-Discrimination of Clients; Drug Free Workplace; the Americans With Disabilities Act; and any other policies or procedures as might be required by law or reasonably required by County.

14.2.2 **Grievance Policies.**

a. **Procedure.** Contractor will, and will require all Subcontractors to, have in place an
appropriate written grievance review procedure to receive and resolve complaints and will provide
the County Department with a copy of such procedure immediately upon request by County. County
has no responsibility for resolution of any grievances or complaints against Contractor regarding any
services provided in relation to this Contract, and Contractor agrees to advise Subcontractors of such
in any agreement with Contractor for provision of services related to this Contract. Included in the
procedure will be the obligation of Contractor to make timely written communication to the County
Department regarding potential quality or utilization issues evidenced in any grievance and thus
identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make
such timely communications to County. County may elect to participate in a grievance procedure if
the grievance relates to services provided under this Contract.

b. Monitoring. Contractor agrees that specific grievances and complaints will be
monitored and a mechanism utilized to track and promptly resolve any participant issues, problems,
or complaints. Records of the resolution of grievances will be maintained by Contractor and made
available for monitoring by County.

14.3 Contractor Communication. Contractor and County agree that, unless otherwise designated
specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract will
initially be presented by Contractor to the County Department through the County Executive. Any reference in this
Contract to communication with County, distribution to County or other interaction with County will be assumed to be
made through TCHHS/VS unless specifically stated otherwise.

14.4 Miscellaneous Provisions.

14.4.1 Other Agreements. It is understood and agreed by both Parties that the terms of this
Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the
provision of additional services as mutually agreed to in writing by the Parties.

14.4.2 Non-retaliation. Contractor may not discriminate or retaliate in any way against any
employee or other person who reports a violation of the terms of this Contract or of any law or regulation or
any suspected illegal activity by Contractor to County or to any appropriate law enforcement authority, if the
report is made in good faith.

14.4.3 Contractor Responsibility. Contractor will bear full responsibility for the integrity of fiscal
and programmatic management. Such responsibility will include accountability for all funds and materials
received from County; compliance with County rules, policies, procedures, and applicable federal and state
laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and
County's monitoring processes. Ignorance of any Contract provision(s) will not constitute a defense or basis
for waiving or appealing such provisions of requirements.

14.5 Directors' Meetings. Contractor will keep on file copies of notices of Directors' Meetings, Board
Meetings, or Subcommittee or Advisory Board meetings and copies of minutes from those meetings. Upon request by
County, copies of any of the above will be provided to County Department.

14.6 Capital Acquisition Property ("Property"). Capital Acquisition Property may NOT be purchased
with Contract funds. For purposes of this Contract, "Capital Acquisition Property" (or "Property") is defined as any
tangible non-expendable property with a value of more than $500.00.

14.7 Long-Term Strategic Planning. Contractor agrees to participate to the extent possible in any long-
term strategic planning process as developed and/or requested by County. This requirement includes making a good
faith effort to join in the efforts of others identified by County as working to further the purpose of the County's
TCHHSVS programs and reasonable submission of data and other information to third parties utilized by County to monitor and evaluate services provided under this Contract.

14.8 **Insurance.**

14.8.1 **Requirements.** Contractor will have, and will require all Subcontractors providing services under this Contract to have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards and as set forth in Attachment J, "Insurance Requirements." Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment J, "Insurance Requirements," may be imposed by County.

14.8.2 **Submission of Certificate.** Contractor will submit to the County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Contract by the Parties. Contractor will not begin providing services under this Contract until the required insurance is obtained and until such insurance certificate has been received by the County Purchasing Agent.

14.8.3 **No Liability Limitation.** Acceptance of insurance by County will not relieve or decrease the liability of Contractor with regard to its responsibilities under this Contract and will not be construed to be a limitation of liability. Contractor will provide new Certificates of Insurance within ten (10) working days of any Renewal Term of this Contract or any change in insurance under the terms of this Section 14.8.

14.8.4 **Review and Adjustment.** County reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County based on changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company or Contractor. Contractor will not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract term.

14.9 **Indemnification and Claims.**

14.9.1 **INDEMNIFICATION.** Contractor agrees to and will indemnify and hold harmless County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("claims"), for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, whether such injuries, death or damages are caused by Contractor's sole negligence or the joint negligence of Contractor and any other third party. This indemnification will also apply to any claims arising in connection with any alleged or actual infringement of existing license, patents or copyrights applicable to materials used or produced under this Contract.

14.9.2 **Claims Notification.** If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor will give Department written notice within three (3) working days of being notified of this claim or threat of claim. Such notice will include: written description of the claim; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice will be given in the manner provided in Section 26.0 of this Contract. Except as otherwise directed, Contractor will furnish to County copies of all pertinent papers
received by Contractor with respect to these claims or actions.

14.10 **Materials and Publications.** When material not originally developed by Contractor is submitted or included in a report, it will have all sources properly identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations Section 401.14 or Federal Acquisition Regulations 52.227.1 and with all applicable copyright requirements.

14.11 **Rights, Copyrights, Patents, and Licenses.**

14.11.1 **Property of County.** All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material created and/or submitted by Contractor under the terms of this Contract is the property of County. Contractor may publish the results of the Contract performance at its expense with prior County review and written approval by the County Executive. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767, (the year of publication), All Rights Reserved." If Contractor is the copyright holder, any publication will include acknowledgment of the support received from County. At least six copies of any such publication must be provided to County. County reserves the right to require additional copies before or after the initial review.

14.11.2 **Copyright.** All work performed pursuant to the terms of this Contract that results in the production of original books, manuals, films, or other original material is the exclusive property of County. All right, title, and interest in and to said property will vest in County upon creation. All work performed will be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in County or such work may not be considered a work made for hire, all rights, title and interest in such works are hereby irrevocably assigned to County. County will have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor agrees to give County and agrees to require its Subcontractors to give County, or any person designated by County, all assistance required to perfect the rights defined in this provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract according to the terms of this Contract.

14.11.3 **Adherence and Indemnification.** Contractor warrants and agrees that all applicable copyrights, patents, and licenses which may exist on materials used in this Contract have been adhered to; and that County will not be liable for any infringement of those rights; and any rights granted to County will apply for the duration of this Contract and for ten (10) years after termination of this Contract.

14.11.4 **License to Use.** To the extent that title to any work may not, by operation of law, vest in County or such work may not be considered a work made for hire or be assigned to County, Contractor hereby grants to County an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise, make disposition of, prepare derivative works, distribute to the public, to perform, and to display publicly, for or on behalf of County according to law, any material (including software) that may be developed as part of the work under this Contract. If Contractor does not assert a copyright interest, any and all material developed by Contractor in the course of or pursuant to this Contract is an open record.

14.12 **Miscellaneous Responsibilities.**
14.12.1 Employee Offenses.

(a) **Client Contact.** Contractor agrees that no Employee ("Employee" being defined under this Section 14.12.1 as including volunteers or other persons working under the direction of Contractor in the provision of services under this Contract in a manner which involves direct Client contact) will provide services in a manner which involves direct Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE.

(b) **Procedure.** Contractor agrees to have in place a written policy and procedures for verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 14.12 of any Employee having direct contact with County clients, and will maintain evidence of having processed all Employees through such procedure. Such policy and procedure must also address the evaluation and monitoring of Employees convicted of an offense under the TEXAS CONTROLLED SUBSTANCES ACT, but does not have to prohibit direct Client contact where Contractor determines, and documents the grounds for such determination, that such contact would pose no risk to the Eligible Client. Contractor will also have in place a procedure for addressing the work of any Employee alleged to have committed an offense listed under this section in a manner which will afford reasonable protection to Eligible Clients until such allegation is resolved.

(c) **Waiver.** In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 14.12.1, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the County Executive, for a determination as to such request for waiver.

(d) **Subcontractors.** This Section 14.12.1 will also apply to any employees of Subcontractors who have direct Client contact, and Contractor will ensure that all Subcontractors have procedures in place to ensure compliance with this Section 14.12.

14.12.2 **Offense Report.** Contractor will promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

14.12.3 **Qualifications.** If specific qualifications (including licenses, certifications and permits) are set forth in job descriptions required by County, or attached to any position related to providing of services under this Contract, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the County.

15.0 WARRANTS, AND ASSURANCES

15.1 **Eligible Client Warranty.** Contractor agrees that County is only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County. To assure that County Contract Funds are spent for the provision of such authorized services in furtherance of such public purpose, Contractor warrants that the percentage of Eligible Clients (as defined by this Contract) receiving services under this Contract and funded by County Contract Funds compared to the total number of clients being served by Contractor under Contractor's total budget is equal to or greater than the percentage of County Contract Funds to total Contractor budget, and that County Contract Funds will be used by Contractor only for those purposes stated and agreed to under the terms of this Contract.
15.2 **Accurate Information.** Contractor warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such will not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor will approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

15.3 **No Duplication.** Contractor agrees that Contractor will report and receive payment for each service/Client solely from County Contract Funds pursuant to the terms of this Contract; and that there will be no duplicate payments from other sources for the same services paid for by County Contract Funds. Contractor will also ensure that this provision and prohibition of duplicate payment for services will be included in any Subcontracts.

15.4 **Debarment, Suspension and Other Responsibility Matters.** This Section 15.4 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Contractor, by signing this Contract, hereby warrants and certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.

(b) have not within a three-year period preceding this Contract 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 or 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 paragraph (b); and

(d) have not within a three-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Contractor agrees to provide a signed Debarment Certification Form (Attachment L) to County prior to provision of services under this Contract. Where Contractor is unable to certify to any of the statements in this Section 15.4, Contractor will provide a written explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County. Contractor will advise County in writing at any time that the status of certification under this Section 15.4 changes.

16.0 **COMPLIANCE**

16.1 **Federal, State and Local Laws.** Contractor will provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract and governing Contractor's conduct of business, including: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"); Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512,
and Occupations Code, Chapter 159, at Sections 159.003 and 159.004. Contractor will not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

16.2 **Confidentiality.**

16.2.1 **Method.** Contractor will establish a method to secure the confidentiality of records and other information relating to Eligible Clients, employees and volunteers in accordance with the applicable Federal, State and local laws, rules and regulations, and applicable professional ethical standards. This provision will not be construed as limiting the lawful right of access to Eligible Client information.

16.2.2 **Limited Access.** Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, in writing, any relevant requirement precluding County's access to Eligible Client information including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information.

16.2.3 **Masking.** Upon authorization from County to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluative duties in any way.

16.2.4 **Collaboration.** If applicable, Contractor will execute and have on file copies of memorandums of understanding or other agreements with other governmental entities within Travis County and/or the City of Austin with whom Contractor will be sharing or obtaining participant information related to enrollment of Clients for services provided under this Contract ensuring that any such sharing or obtaining of information is done according to all applicable laws, rules and regulations and with necessary agreements in place.

16.2.5 **Privacy.** Contractor will, and will ensure that all Subcontractors, comply with state and federal laws relating to the privacy and confidentiality of patient, client and medical records that contain protected health information, or other information made confidential by law, including maintenance of all such patient, client and medical records in compliance with federal, state and local laws, statutes and regulations relating to the security and retention of medical or patient records and regulations governing medical information.

16.3 **Texas Public Information Act.** The Parties agree that this Contract, all performance under this Contract, and all information obtained by County in connection with this Contract is subject to applicable provisions of the Texas Public Information Act, TEX. GOV'T. CODE, Chapter 552, and all legal authorities relating to such Act, including decisions and letter rulings issued by the Texas State Attorney General's Office; and Contractor agrees to provide County, citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

17.0 **RETENTION AND ACCESSIBILITY OF PROGRAM, CLIENT & FISCAL RECORDS**

17.1 **Retention of Records.**

17.1.1 **Time Requirement.** Contractor will create and maintain all records and reports required and/or produced relevant to performance under this Contract, including those specifically set out in this Section 17.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County,
or three (3) years after the end of the final Contract period, whichever occurs later. Failure at any time to deliver reports, records or notifications, as required by this Contract may, upon written notification by County, result in delay of payment and/or suspension or termination (in whole or in part) of this Contract by County.

17.1.2 **Document Destruction.** Contractor agrees that it will not destroy or alter any document in order to prevent its use in any official proceeding (for example, federal, state or local investigation and bankruptcy).

17.2 **Client Records.** Contractor will create and maintain all records regarding Eligible Clients that include the information on which Contractor relies to determine the Client’s eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Contractor will maintain all medical records in accordance with all applicable statutes (including HIPAA) and regulations governing medical information. Requirements for Client Records will be as follows:

17.2.1 **Unduplicated Client Records.** Unduplicated Client Records will be created and maintained for services provided separately to individual clients. Contractor will maintain records for those Eligible Clients participating in programs designated by County Department from which an Unduplicated Client count can be determined. If Contractor is not clear on what constitutes an "Unduplicated Client," Contractor is responsible for consulting with County for a determination. Contractor will maintain a separate record for each unduplicated client which will contain information such as the following (unless otherwise prescribed by County):

(a) Name  
(b) Application date  
(c) Residential address and phone number  
(d) Date of Birth  
(e) Household Income  
(f) Eligibility information  
(g) Service rendered  
(h) Any support documentation  
(i) Family status  
(j) Number in household  
(k) Enrollment Date  
(l) Exit Date

Each Unduplicated Client reported in the Performance Report for designated programs will correspond to a separate client record and support the services rendered to that Unduplicated Client. Other client data collection may be added by County as determined to be reasonably necessary by County. Contractor will, at a minimum, create and maintain documentation necessary to support client eligibility determination where applicable and as set forth in Attachment B, Program Work Statement.

AND/OR:

17.2.2 **One-Time Services.** In addition to, or instead of (as applicable) those records required under Section 17.2.1 for services provided separately to individual clients as required under this Contract (including Attachment B, Program Work Statement), Contractor will create and retain records indicating the number of recipients of one time services such as information and referral services, group education services, outreach education, crisis/help lines, anonymous services, provision of food, clothing and one-time basic needs services. Such records will show the number of clients served and the type of Contract services
provided. An individual Unduplicated Client record for these recipients is not required. Other Eligible Client records will be created and maintained by Contractor at County's request.

Contractor may provide services to Unduplicated Clients and/or One-Time Clients, depending on the requirements of this Contract, and must create and maintain required documentation/records for all services provided.

17.3 Fiscal Records. Contractor will create and maintain all fiscal records and documentation required under this Contract and as necessary, as determined by County, to support performance of this Contract.

17.4 Access. Contractor will give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, program materials (such as curriculum and distributed materials) and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access will continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor.

17.5 Adjustment. Contractor may, at any time, request in writing to the County Executive that County clarify or provide a waiver of all or a portion of the record requirements in this Section 17.0. Only waivers under this Section 17.0 granted by County Executive in writing will be effective to change any requirement in this Section 17.0.

18.0 REPORTING REQUIREMENTS

18.1 Performance Reports.

18.1.1 General Performance Reports. Contractor will submit data in accordance with the terms of Attachment H, "Performance Measure Definition Tool," in Quarterly Performance Reports to be delivered to TCHHS/VS as required by County within fifteen (15) days after the end of the quarter to which the report relates.

18.1.2 Modification to Performance Reports. County may recommend additional performance measures to be included by giving Contractor written notice of such proposed changes. Unless Contractor provides County with written opposition to the proposal within fifteen (15) days of receipt of notice, such changes will be considered added to the Contract and will constitute promised performance by Contractor without the necessity of a written Amendment. Such changes will be effective as to reports filed by Contractor for services provided during the first full reporting period following the addition of the changes. If Contractor opposes the changes, County and Contractor will negotiate in good faith to develop amended performance measures to be added pursuant to Section 4.0 of this Contract.

18.2 Reimbursement Reports. Pursuant to Sections 6.0 - 8.0, Contractor will deliver to TCHHS/VS reports that provide all of the information requested in the Payment Request and expenditure report, as required by County within fifteen (15) days after the end of the month to which the report relates. If Contractor fails to provide this information to County in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County under Sections 6.0 - 8.0.

18.3 Final Close-Out Report. Contractor will deliver a close-out report as required by TCHHS/VS no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal). County will provide Contractor with a packet containing information required for the Final Close-Out Report immediately following the end of a contract term. Contractor agrees to return the completed packet within forty-five (45) days of receipt.

18.4 Financial Reports. Upon request by County, Contractor will deliver to TCHHS/VS copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance sheet and income statement.
18.5 **Additional Reports.** Contractor will deliver to County Department within twenty (20) working days, any and all special reports, data, and information which the County requests that Contractor make as a routine or special request.

18.6 **Changes in Reports.** Contractor will promptly provide TCHHS/VS with written reports of any changes in any of the information, reports, and/or records provided to County pursuant to this Contract.

18.7 **Corrections.** County may require Contractor to correct or revise any errors, omissions or other deficiencies in any reports or services provided by the Contractor to ensure that such reports and services fulfill the purposes of this Contract. Contractor will make the required corrections or revisions without additional costs to County.

18.8 **Legal Prohibition.** If Contractor is legally prohibited from providing any required or requested reports, it will immediately notify County in writing of this fact. Such notice will include specific identification of the basis of the prohibition, including statutory citations as applicable, and will be reviewed by County for final resolution.

18.9 **Other Funding Sources.**

18.9.1 **Other Source Reports.** Upon request by County, Contractor will provide County copies of all evaluation and monitoring reports provided to Contractor from other funding sources listed under "Summary of Agency Revenue Sources" during the Contract Term.

18.9.2 **Loss of Funding.** In the event that Contractor incurs a termination or significant loss of funding (10% or more of Contractor's entire budget as well as any changes in total program funding that will significantly impact Contractor's ability to meet performance measures specific to this Contract) from sources other than County upon which Contractor depends for performance under this Contract, Contractor will:

(a) Notify Department immediately in writing of such loss of funding, the amount involved and the services impacted;

(b) Provide Department with thirty (30) days written notice if the decrease in funding requires the termination of the Contract, in whole or in part, such notice to include a description of the service impact expected to result from such decrease.

(c) If Contractor and County mutually agree in writing to changes to this Contract necessary to absorb said decrease/termination of funding, this Contract may be amended pursuant to Section 4.0. County will only agree to said amendment if the re-negotiation process results in the continued provision of services at an effective level as reasonably determined by County.

(d) Any decrease in services agreed to by County and Contractor will also be reflected in a comparable decrease in the funding obligations of County set forth in Section 6.0 of this Contract, as evidenced in writing in an amendment made pursuant to Section 4.0 of this Contract. Said amendment will include the effective date of such change and the corresponding change to the monthly payment or reimbursement obligation of County.

VII. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

19.0 **LIMITATIONS**

19.1 **County Approval.**
19.1.1 **County's Satisfaction.** Sections 6.0 - 8.0 notwithstanding, the Parties expressly agree that County will not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms of this Contract to County's satisfaction and with County's approval, which will not be unreasonably withheld.

19.1.2 **Responsibility and Liability.** Approval of County, and/or payment under this Contract by County, will not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor will approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

20.0 **COUNTY OBLIGATIONS**

20.1 **Current Revenue Funds.** County will make payments for invoices for performance of governmental functions and services under this Contract from current revenue funds available to County and set aside for this purpose (or grant funds, where specifically identified). The parties agree that the payment made under this Contract is in an amount that fairly compensates Contractor for the services or functions performed under this Contract.

20.2 **County Confidentiality.** County agrees to keep confidential at all times all information that identifies clients and personnel and any other information received from Contractor if required to do so by law.

20.3 **County Training.** In exchange for and in the furtherance of certain services which may be provided by Contractor, County may, in certain instances, within applicable County guidelines and policies, and with Contractor's agreement, offer specific training to Contractor and/or Contractor's employees, agents, or authorized representatives. Additional Contractor opportunities may be made contingent upon the successful completion of such training by County to the extent determined necessary by County.

**VIII. SUSPENSION/TERMINATION**

21.0 **SUSPENSION.** If Contractor fails to comply with any term of this Contract and/or failure to make corrections required by this Contract, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms of this Contract, County may, upon written notification to Contractor, suspend this Contract, in whole or in part, immediately upon receipt of such notice and withhold further payments to Contractor pending resolution of the issues supporting such suspension. Contractor agrees that Contractor will not incur additional obligations of Contract Funds after receipt of such notice of suspension until Contractor is in compliance with the terms of this Contract or the reports of the financial review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's satisfaction as evidenced by written notice by County.

22.0 **TERMINATION**

22.1 **Reasons for Termination.** County will have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.0 of this Contract for the following reasons:

22.1.1 **Failure to Comply.** Contractor has failed to comply with any term or condition of this Contract and/or make those corrections required by this Contract;

22.1.2 **Beneficial Results.** County finds that Contractor is not producing results pursuant to the terms of this Contract that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

22.1.3 **County Funding Out.** During any budget planning and adoption process, the Commissioners
Court fails to provide funding for this Contract;

22.1.4 **Contractor's Ability to Perform.** County finds that Contractor is in a financial condition that endangers Contractor's ability to perform this Contract; or Contractor is delinquent in the payment of taxes or cost of performance of this Contract in the ordinary course of business; or Contractor is in a technical state of bankruptcy as defined by the Federal Bankruptcy Act and is subject to the appointment of a trustee, receiver or liquidator for all, or a substantial part, of Contractor's property or to the institution of bankruptcy, reorganization, rearrangement or liquidation proceedings by or against Contractor;

22.1.5 **Contractor's Ability to Conform.** Contractor is unable to conform to changes required by federal, state and local laws or regulations; or

22.2 **Notification.** County Purchasing Agent will notify Contractor pursuant to the "Notices" provision of this Contract in writing at least thirty (30) days before the date of termination of the decision to terminate; the reasons for the termination; the effective date of the termination; and, in the case of partial termination, the portion of the Contract to be terminated.

22.3 **Contractor Termination.** Contractor may terminate this Contract in whole or in part at any time, by giving thirty (30) days written notice pursuant to Section 26.0 if there is termination of significant other funding upon which Contractor depends for performance under this Contract or if Contractor is dissolved only if the dissolution is not caused by a breach of this Contract. Contractor's notice will include a complete explanation of the reasons(s) for termination under this Section 22.3 and designation of the effective date of termination. The Purchasing Agent will notify Contractor in writing of acceptance of termination pursuant to this Section 22.3 upon finding that Contractor's claim(s) under this Section 22.3 have been established to County's satisfaction.

22.4 **Mutual Termination.** Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination will be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

22.5 **Correction.** At any time that County provides Contractor with notice of termination, if County affords Contractor the option to cure, as stated in that notice, Contractor may avoid the termination of this Contract if Contractor corrects the causes for the reasons for termination stated in the notice to the satisfaction of County, as determined by County, prior to the effective date of termination, or an extended date if agreed to in writing by the Parties.

22.6 **Results of Termination.**

22.6.1 **Cancellation of Outstanding Orders.** Upon termination or receipt of notice to terminate, whichever occurs first, Contractor will cancel, withdraw, or otherwise terminate any outstanding orders or Subcontracts related to the performance of this Contract, or the part of this Contract to be terminated, and will cease to incur any and all Contract costs under them. County will not be liable to Contractor for costs incurred after termination of this Contract.

22.6.2 **Continued Liability.** Notwithstanding any exercise by County of its right of suspension under Section 21.0 of this Contract or of early termination pursuant to this Section 22.0 or any provision of this Contract, Contractor will not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Contractor, or for any amounts paid to Contractor by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms of this Contract. County may withhold payments to Contractor until the exact amount of damages or payments due
to County from Contractor is agreed upon or is otherwise determined, and is paid in full.

22.6.3 Transition. Where applicable, at the end of the Contract Term or at the time of any other Contract termination or cancellation, the Contractor will in good faith and in reasonable cooperation with County, aid in transition to any new arrangement or provider of services which have been provided under this Contract as necessary to protect Client interests.

22.7 Immediate Termination. Nothing in this Section 22.0, or any other provision of this Contract, will be construed to limit County's authority to withhold payment and immediately suspend Contractor's performance under this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Contractor's performance, as determined by County. County will notify Contractor in writing (including fax and/or email) of such suspension. Suspension will be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. County will not be liable for any costs incurred by Contractor during suspension of this Contract under this Section 22.7.

IX. MISCELLANEOUS PROVISIONS

23.0 INDEPENDENT CONTRACTOR.

23.1 The Parties expressly agree that Contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Contractor will be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Contractor under this Contract is not and will not be construed or interpreted to be a partnership, joint venture or agency. Neither Party will have the authority to make any statements, representations or commitments of any kind, or to take any action which will be binding on the other Party or which will hold itself out to be binding on the other Party.

24.0 SUBCONTRACTS

24.1 Prior Approval. Contractor will not be reimbursed for costs incurred by any Subcontractors for any service or activity relating to the performance of this Contract without the prior written approval of such Subcontract or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Section 24.1 for those Subcontracts/Subcontractors specifically identified in the Contract terms, including the Attachments. Contractor will provide County written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Payment Request related to such vendor or subcontractor in order to ensure timely payment.

24.2 Contractor Responsibility.

24.2.1 Subcontractor Compliance. Contractor is wholly responsible to County for the performance under this Contract, whether such performance is provided directly by Contractor or indirectly by any Subcontractor. Contractor will monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that will be available for inspection by County. Contractor will ensure that its Subcontractors comply with all applicable terms of this Contract (including terms related to records and reports) as if the performance rendered by the Subcontractor was being rendered by Contractor. Contractor will inspect all Subcontractors' work and will be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms of this Contract.

24.2.2 Subcontract Terms. Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations and policies; with the applicable terms of this Contract; and with any provisions such as may be reasonably requested by County;
and will also include provisions ensuring the following:

(a) The disclosure of any other contracts with County at the time the agreement is signed or at any time during the Contract Term. If such agreement exists, Subcontractor will warrant and guarantee that Subcontractor will report and receive payment for each service/participant only from County funds under this Contract; and that there will be no duplicate payments for those services/participants reported under this Contract from any other sources or from County under any other contract or agreement.

(b) Agreement:

(i) to reasonably cooperate with any County inquiry or investigation into Subcontractor and/or participant complaints;
(ii) to maintain confidentiality of information and security of all records as required by law and the terms and conditions of this Contract;
(iii) that Contractor has the sole responsibility for payment for services rendered by Subcontractor; and, in the event of non-payment, insolvency or cessation of operations, sole recourse of Subcontractor against Contractor will be through Contractor or the bankruptcy estate of Contractor;
(iv) that County is not liable for any payment to Subcontractor;
(v) to warrant that Subcontractor has systems in place to identify and document services to Eligible Clients according to different funding sources;
(vi) to warrant that any service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, pursuant to Section 15.3 of this Contract; and
(vii) to assure Contractor's ability to meet all Contract requirements, including reporting requirements.

24.3 **Contract Limitation.** This Contract sets out the agreements and obligations between County and Contractor only, and does not obligate County in any way to any of Contractor's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Contractor's Subcontractors or any other party. Contractor has the sole responsibility for payment for services rendered by Subcontractors. County will not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract. Contractor agrees to include notice of the requirements in this section in every Subcontractor agreement.

24.4 **HUB.** Contractor agrees to make a "good faith" effort to take all necessary and reasonable steps to ensure HUBs the maximum opportunity to be Subcontractors under this Contract where suitable HUB Subcontractors exist. Contractor must report all expenditures made to HUB Subcontractors to the County Purchasing Agent. Failure by Contractor to make such good faith effort to employ HUBs as Subcontractors constitutes a breach of this Contract and may result in termination. The Parties agree that HUB requirements and determinations will be made by the County Purchasing Agent, and that Contractor will contact the County Purchasing Agent with any questions regarding this provision.

24.5 **Level of Service.** Contractor will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory and professional standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

24.6 **Payment to Subcontractor(s).** Contractor will make its best effort to pay Subcontractor(s) for undisputed claims for services rendered within five (5) business days of receipt of payments from County corresponding to those services under the terms of this Contract. This Section 24.6 refers only to obligations under this
Contract between County and Contractor, and does not operate to contradict or change the provisions in Section 24.3.

25.0 **MONITORING**

25.1 **County Monitoring.** County reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') compliance/performance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Contractor's performance under this Contract. Such monitoring visit(s) may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's (and Subcontractors') performance under this Contract; review of all Contract issues identified by County, including administrative, fiscal and programmatic matters; and any; and all areas of performance and reporting. Within sixty (60) days of each monitoring visit, County will provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it will include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor will take action specified in the monitoring report prior to the deadlines specified. Failure to make required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

26.0 **NOTICES**

26.1 **Requirements.** Except as otherwise specifically noted in this Contract, any notice required or permitted to be given under this Contract by one Party to the other will be in writing and will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as follows:

26.2 **County Address.** The address of County for all purposes under this Contract will be:

- Cyd V. Grimes, C.P.M., CPPO, (or her successor)
- Travis County Purchasing Agent
- P. O. Box 1748
- Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

- Sherri Fleming, County Executive (or her successor)
- Travis County Department of Health & Human Services, and Veterans Services
- 502 Highland Mall Blvd.
- Austin, Texas 78752
- and
- P. O. Box 1748
- Austin, Texas 78767

26.3 **Contractor Address.** The address of the Contractor for all purposes under this Contract and for all notices hereunder will be:

- NAME OF DIRECTOR
- AGENCY NAME
- ADDRESS
- Austin, Texas
26.4 Information Changes.

26.4.1 Types of Changes. Contractor will notify County of any changes effecting the Contractor or information provided under this Contract, including:

(a) address; name of Director and/or Chairman of the Board; and name of organization; any information set forth in Attachment A; and
(b) actual identity (due to sale, assignment or other transaction); ownership; control; and assignment.

26.4.2 Notice. Written notice of any change of information under Section 26.4.1 will be given to the County Purchasing Agent and County Executive (pursuant to Section 26.2). Such notice will include all relevant information and documentation evidencing the change (including the effective date of such change), and must be provided immediately (but no later than 20 days prior to the effective date of the change).

26.4.3 Effect. Failure to provide such notice may result in delay in payment.

26.4.4 Approval. All such changes must be approved by the Purchasing Agent and/or Commissioners Court. Changes in information under Section 26.4.1(a) may be approved by the Purchasing Agent by administrative modification; changes in information under Section 26.4.1(b) must be approved by County pursuant to Section 28.0.

26.5 The Parties agree that certain performance reporting materials may be transmitted to County via email, unless County specifically requests otherwise.

27.0 PROHIBITIONS

27.1 County Forfeiture of Contract. If Contractor has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment K during the 365 day period immediately prior to the date of execution of this Contract by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Contract by Contractor (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Contractor will forfeit all County benefits of this Contract and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor will notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

27.2 Conflict of Interest.

27.2.1 General Conflict. Contractor will ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor, or member of Contractor's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, Subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

27.2.2 Questionnaire. If required by Chapter 176, Texas Local Government Code, the Contractor will complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor will update this Questionnaire by September of each year for the duration of this Contract as required by Chapter 176 of the Local Government Code. In
addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor will submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

27.3 Solicitation. Contractor warrants that no persons or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. For breach or violation of this warranty, County will have the right to terminate this Contract without liability, or, in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

27.4 Gratuities. County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative of Contractor to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County will be entitled, in addition to any other rights and remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers and agents will neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors. Contractor will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

27.5 Nepotism. Contractor agrees that it will comply with the same guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of Contractor will vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

28.0 ASSIGNABILITY

28.1 Written Approval. County will not recognize assignment [including all changes set forth in Section 26.4.1(b)] by Contractor of any of the rights or duties created by this Contract without the prior written approval of such assignment by County through a written document signed by both Parties. This provision includes assignment, sale, merger or any other action resulting in any change in the status of Contractor. Submission of a request for approval under this Section 28.1, "Assignment," will be made in writing to the Purchasing Agent and the Purchasing Agent and Department will submit to Commissioners Court for approval according to County procedures. Failure to secure the approval required in this Section 28.1 may result in delay of payment or other sanctions.

28.2 Binding Agreement. Subject to Section 28.1, this Contract will be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

29.0 LEGAL AUTHORITY

29.1 Contractor Authority. Contractor guarantees that Contractor possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

29.2 Signers. The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Contract.
29.3 **Suspension.** County will have the right to suspend or terminate this Contract without further liability to County if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract or to render performances under it. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 29.1 or Section 29.2.

30.0 **INTERPRETATIONAL GUIDELINES**

30.1 **Computation of Time.** When any period of time is stated in this Contract, the time will be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days will be omitted from the computation.

30.2 **Numbers and Gender.** Words of any gender in this Contract will be construed to include any other gender and words in either number will be construed to include the other unless the context in the Contract clearly requires otherwise.

30.3 **Headings.** The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Contract.

31.0 **OTHER PROVISIONS**

31.1 **Exemption From County Purchasing Act.** Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other requirement(s) for exemption pursuant to applicable law.

31.2 **Survival of Conditions.** Applicable provisions of this Contract, as determined by County, will survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration date.

31.3 **Non-Waiver of Default.** Failure on the part of any Party to enforce any provision of this Contract or any payment, act or omission by any Party will not constitute or be construed as a waiver of any provision of this Contract.

31.4 **Reservation of Rights.** If Contractor breaches this Contract, County will be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County under this Contract are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon Contractor's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract will not preclude the exercise of any other right or remedy under this Contract or under any law, nor will any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

31.5 **Law and Venue.** This Contract is governed by the laws of the State of Texas and all obligations under this Contract will be performable in the City of Austin, Texas, or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis
31.6 Severability.

31.6.1 If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it will remain valid and binding.

31.6.2 Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment and will become effective on the date designated by such law or regulations. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, in whole or in part, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated in this Contract, the Parties will be discharged from any further obligations created under the terms of this Contract (as to the part rendered unreasonable or impossible to fulfill, or the entire Contract, if applicable), except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

31.7 Political Activity. Contractor will not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition will not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of County, the State of Texas or the government of the United States.

31.8 Sectarian Activity.

31.8.1 Religious Influence. Within the limits and understandings set forth in Section 31.8.2, Contractor will ensure, and require all Subcontractors to ensure, that provision of services under this Contract will be carried on in a manner free from religious influence. Contractor will not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth in this Section 31.8 or as provided by County, to effectuate this assurance. Contractor will submit such agreements to County prior to the release of Contract Funds to such Subcontractor.

31.8.2 Charitable and Faith-Based Contractors. Contractor and County agree to be bound by the requirements of the Civil Rights Act, Section 702 [U.S.C., Section 2000E-1(a)], applicable regulations, including 34 C.F.R., Section 74.44, 75.52, 75.532, 76.52, 76.532, 80.36, and all related laws, rules and regulations ("702 Laws") as to Subcontractor(s) and Contractor respectively; and Contractor will include the following requirements in any Subcontract under this Contract.

(a) A religious organization that enters into a contract with County (or Subcontractor who enters into a Subcontract with Contractor) does not by so contracting lose exemption provided under 702 Laws regarding employment practices or provision of services.

(b) Neither the County's nor the Contractor's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract to the Contractor or such Subcontractor is an endorsement of the Contractor's or Subcontractor's charitable or religious character, practices or expressions.
(c) No provider of social services for the County (either by Contractor or Subcontractors) may discriminate against any Client on the basis of religion, a religious belief, or any Client's refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

31.8.3 **Client Advisement.** Contractor will reasonably apprise all Eligible Clients of the requirements in this Section 31.8, and will ensure the provision of services pursuant to these provisions.

31.8.4 **Additional Rights.** Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

31.9 **Contractor Information Materials.** In any publicity or other information materials prepared or distributed by or for Contractor (such as websites, brochures and signage), the funding through County will be mentioned as having made the project or services possible. Prior to publication, presentation or any disbursement of such publicity, Contractor must provide a copy of the final form of the publicity and secure the approval of the County Executive. When appropriate as determined by County Executive, Contractor will publicize the services and activities of Contractor under this Contract as supported by County.

31.10 **Disputes.**

31.10.1 **Contract Issues.** At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through County Department/County Executive. Contractor will provide written notice of the issue to County Department/County Executive, with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, will be handled only as a written amendment pursuant to Section 4.0 of this Contract. Any issue not resolved satisfactorily to both Parties under this Section 31.10.1 may be addressed pursuant to the following provisions of Section 31.10 of this Contract.

31.10.2 **Dispute Resolution - Administration by Purchasing Agent.** When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract presented to the County under Section 31.10.1, the Contractor or County will then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice will contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor or County desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the County Executive within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may
submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the County Executive. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

31.10.3 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to previous provisions of Section 31.10, Contractor will notify the County Executive, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

31.11 Coordination. Contractor will coordinate and share information with other Travis County Health and Human Services & Veterans Service programs in any way that is legally appropriate as determined by County to maximize the benefit to Eligible Clients in City of Austin/Travis County and to avoid duplication of services.

31.12 County Public Purpose. By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract constitute a significant public concern impacting members of the indigent population or other eligible clients which the County serves. The Commissioners Court further finds that the provision of services to be provided by Contractor pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract for qualified individuals.

31.13 Force Majeure. Neither Party will be financially liable to the other Party for delays or failures to perform under this Contract where such delay or failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause will notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification will be done in as timely a manner as possible. Contractor agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Contract.

31.14 Immunity or Defense. It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of County relating to this Contract, will be considered to waive, nor will it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor will it be considered a waiver of sovereign immunity to suit.
BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract.

CONTRACTOR: NAME OF AGENCY

By: ______________________________
Its Duly Authorized Agent
Printed Name: ____________________
Title: ____________________________ Date: __________

TRAVIS COUNTY

By: ______________________________
Sarah Eckhardt
County Judge Date: __________

County Approvals:
As to Legal Form:

Assistant County Attorney Date: __________

Funds Certified By:

Nicki Riley, County Auditor Date: __________

Purchasing:

Cyd Grimes, Purchasing Agent Date: __________