



Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012

Prepared By/Phone Number: David Walch, 4.6663, Marvin Brice

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Professional Analysis of Impediments to Fair Housing in Travis County, RFS No. S110306-DW, to the highest qualified respondent, Mullin & Lonergan Associates (PS110306DW).

➤ **Purchasing Recommendation and Comments:**

Travis County Health & Human Services and Veterans Services, Community Development Block Grant (CDBG) Program wishes to complete a county wide Professional Analysis of Impediments to Fair Housing and Fair Housing Choice in Travis County.

As an entitlement county receiving CDBG funds from HUD, Travis County must fulfill its fair housing responsibilities by developing an Analysis of Impediments (AI) to Fair Housing Choice and by taking actions to overcome the effects identified in the AI through implementation of a Fair Housing Plan ("FHP") and maintain records reflecting the analysis and actions taken. An AI is a review of impediments or barriers that affect the rights of fair housing choice and, when completed, will serve as the basis for fair housing planning, provide essential information to housing stakeholders and assists in building public support for fair housing efforts. A FHP identifies the actions needed to eliminate fair housing barriers which have been identified.

November 2011 a Request for Services (RFS) was issued to identify a qualified consultant or consulting organization to provide this specialized service. The RFS was closed on December 11, 2011 with four (4)

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

respondents. Mullin & Lonergan and Associates was the highest scoring applicant.

The Evaluation Committee based their recommendations on the following key areas:

Qualifications and Experience (30%)

Methodology and Performance Schedule (20%)

Sample Analysis of Impediments Submitted (40%)

Cost Proposal (10%)

Contract negotiations began in January and continued through April regarding the cost of the project and the division of planning activities between the consultant and Travis County staff. The contract was negotiated and finalized for \$66,330.00 with a May 1st start date. The contract is being presented for approval.

➤ **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$66,330.00

Contract Type: Professional Services Agreement

Contract Period: May1, 2012 to September 31, 2012

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: 4

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.: [516575](#)

Funding Account(s): 001-583-2611-4007

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Travis County Health and Human Services and Veterans Service

CDBG Program
P.O. Box 1748
Austin, Texas 78767
PH (512) 854-4100 FAX (512) 854-4115
www.co.travis.tx.us/cdbg

MEMORANDUM

TO: Cyd V. Grimes, C.P.M., Purchasing Agent

FROM: Christy Moffett, LMSW
Christy Moffett, LMSW, Senior Planner, CDBG Office, Travis County Health and Human Services & Veterans Services

SUBJECT: Recommendation for Consultant for Analysis of Impediments

DATE: January 11, 2012

Summary: A four member review committee convened on January 5, 2012 to review the proposals received in response to County's RFS for a consultant to complete an Analysis of Impediments for Travis County. The proposals were ranked and the committee came to consensus, and recommends beginning negotiations with Mullin & Lonergan Associates. Should the negotiations fall through with Mullin & Lonergan Associates, the committee recommends Western Economic Services as an acceptable alternate.

Discussion: Four proposals were received from the following firms in response to the County's RFS for a consultant to conduct an Analysis of Impediments: Western Economic Services, Mullin & Lonergan Associates, Freeman Consulting, and Crystal & Company.

The proposal review committee consisted of Christy Moffett, Senior Planner for the CDBG Office, Martha Brown, Planner for the CDBG Office, Lawrence Lyman, Planning Manager for the Department's Research and Planning Division, and Meng Qi, Planner for the City of Austin's Neighborhood Housing and Community Development Department.

The committee members were given the full proposals and independently evaluated and scored each proposal prior to meeting as a group. The group met on January 5, 2012. David Walch, Purchasing Agent Assistant for Travis County's Purchasing Office attended to monitor the discussion and answer any questions about the process.

The individual committee member scores were put into a weighted matrix, with more important criteria given higher weights. The cumulative weighted averages resulted in the following ranking:

Rank	Firm	Cumulative Score
1	Mullin & Lonergan	31.10
2	Western	29.61
3	Crystal	25.70
4	Freeman	23.47

This ranking order agreed with the committee's consensus on the qualitative ranking of the proposals.

The work sample provided with the proposal represented 40% of the total score. Mullin & Lonergan was seen as having an excellent work sample across all components evaluated including writing, visual presentation of data, analysis and recommendations. Additionally, Mullin & Lonergan's work sample had the most comprehensive segregation analysis of any the proposals, which the County deems a critical piece of the analysis.



Travis County Health and Human Services and Veterans Service

CDBG Program

P.O. Box 1748

Austin, Texas 78767

PH (512) 854-4100 FAX (512) 854-4115

www.co.travis.tx.us/cdbg

Experience and Qualifications represented 30% of the total score, and Mullin & Lonergan demonstrated that they met all required qualifications and had proven success producing the type of work required.

The Methodology and Work Plan represented 20% of the score. Mullin & Lonergan provided a well-organized, detailed Methodology and Work Plan that outlined tasks, responsibilities of both the Consultant and the County and included benchmarks for completion of the project in a 6 month period.

Cost represented 10% of the score. Mullin and Lonergan's bid (\$66,330) exceeded the current budgeted amount for the project (\$50,000.) Given the quality of the work sample provided and the methodology presented, the committee agreed that the bid was reasonable. If the bid cannot be negotiated down, the County may identify additional funds or internally implement some of the tasks included in the scope of work.

Given all these factors, the committee agreed that Mullin & Lonergan should be recommended as the first choice. If Mullin & Lonergan is unable to take on the project at this time, or if negotiations fail, the committee agreed that Western Economic Services was also a very good candidate, and should be recommended as the second choice for the project. Western Economic Service was ranked second based on scoring, and the committee agreed it also had a high quality work sample, a strong methodology and work plan, very good experience and qualifications and the cost was comparable to Mullin & Lonergan. The main differences between the top two candidates was the strength of the segregation analysis and recommendations in Mullin & Lonergan's work sample, the continuity of using the same consultant that is completing neighboring Williamson County's AI, and a preference among committee members for the neutral, unbiased writing style of Mullin & Lonergan.

Attachments: Scoring Weighted Matrix
Individual Scoring Sheets

CC: David Walch, Purchasing
Sherri Fleming, County Executive TCHHS&VS

Analysis of Impediments Review Committee Cumulative Weighted Scores

	Western	M&L	Freeman	Crystal
LL	7.11	7.66	5.28	6.72
MQ	7.56	7.23	6.23	5.39
MB	7.34	8.03	6.04	6.66
CM	7.6	8.18	5.92	6.93
Totals	29.61	31.10	23.47	25.70

Rank	Firm	Cumulative Score
1	Mullin & Lonergan	31.10
2	Western	29.61
3	Crystal	25.70
4	Freeman	23.47

**CONTRACT FOR
PROFESSIONAL SERVICES
BETWEEN TRAVIS COUNTY AND
MULLIN & LONERGAN ASSOCIATES**

I. PARTIES

This Contract ("Contract")
is entered into by the following Parties:

Travis County, a political subdivision of Texas ("County") and
Mullin & Lonergan Associates, a Subchapter S Corporation in the Commonwealth of Pennsylvania, ("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 County has the authority 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, Human Services and Veterans' Services 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.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services for the care of indigents and other qualified recipients and/or for public health education and information, thus providing 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.

III. DEFINITIONS

1.0 In this Contract,

- 1.1 "CAN" means the Community Action Network.
- 1.2 "Commissioners Court" means the Travis County Commissioners Court.
- 1.3 "Contract Funds" means all funds paid by County to Contractor pursuant to Sections 6.0 - 8.0, and other applicable provisions of this Contract.
- 1.4 "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.
- 1.5 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.
- 1.6 "County Department," "Department" and/or "TCHHSVS" mean the office of Travis County Health, Human Services and Veterans' Services.
- 1.7 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her

OFFICE
 PURCHASING
 2015 MAR 12 AM 8:23
 TRAVIS COUNTY
 RECEIVED

successor.

- 1.8 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.
- 1.9 "Eligible Client" means a person who is:
- (a) a person in a particular program as designated by County who meets any specific eligibility criteria described in this Contract.
- AND
- (b) a person who meets statutory and/or Contract requirements necessary to receive services under this Contract.
- 1.10 "County Executive" means Sherri Fleming, County Executive of Travis County Health, Human Services and Veterans' Services, or her successor or designated representative.
- 1.11 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.
- 1.12 "Is doing business" and "has done business" mean:
- 1.12.1 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
- 1.12.2 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;
- 1.12.3 but does not include:
- 1.12.3.1 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.
- 1.12.3.2 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
- 1.12.3.3 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.
- 1.13 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment G.
- 1.14 "Parties" and "Party" means the County and/or Contractor.
- 1.15 "Poverty Income Guidelines" means the guidelines established by the United States Office of Health and Human Services for the current Fiscal Year of the federal government.
- 1.17 "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.
- 1.18 "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.
- 1.19 "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 shall continue in full force for the Initial Term which begins May 1, 2012, and terminates September 30, 2012, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 **Renewal Term(s)**

2.2.1 **Written Renewal.** Unless sooner terminated in compliance with the provisions of this Contract, this Contract may only be renewed by action evidenced in writing and executed by County and Contractor.

2.2.2 **Renewal Provisions.** Unless sooner terminated pursuant to the terms of this Contract, and

conditioned upon the approval by the Commissioners Court of continued funding during the budget process related to the Renewal Term, and within the limits of that budgetary approval, this Contract may be renewed under Section 2.2 by written agreement signed by County and Contractor for up to six (6) additional one-year periods, or for whatever time period is agreed to in writing by County and Contractor. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 4.0 of this Contract to make any changes in those terms. Non-competitive renewal shall be based upon the Contractor's positive performance and County's continuing need for the services as determined by County.

3.0 CONTRACT FUNDS

3.1 **Contract Funds Amount.** Subject to Sections 6.0 - 8.0, and other applicable provisions, during the Initial Term, County shall make available for payment to Contractor for services provided pursuant to the terms of this Contract, funds in an amount not to exceed:

\$66,330.00_

4.0 AMENDMENTS, CHANGES OR MODIFICATIONS

4.1 **Written.** Unless specifically provided otherwise in this Contract, any amendment, change or modification ("Amendment") to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties. No Amendment concerning this Contract shall be of any force or effect unless entered into pursuant to this Section 4.0.

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 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 and which has not been approved under the terms of the Contract or written amendment thereto (pursuant to this Section 4.0) 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 shall submit all requests for all Amendments (including all changes, modifications, alterations, additions or deletions) of the terms of this Contract or any attachment to it to the Travis County Purchasing Agent with a copy to the County Executive. Upon agreement by the County Department, the request will 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).

4.5 **Purchasing Agent Authority.** Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may 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.** 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, including the applicable terms of the Contract, have been reduced to writing and are contained in this Contract.

5.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms of this Contract.

5.2.1 Attachment A Work Statement

- 5.2.2 Attachment B Special Conditions (if applicable)
- 5.2.3 Attachment C Program Budget
- 5.2.4 Attachment D Performance Report Form
- 5.2.5 Attachment E Financial Forms
 - (i) Compliance Certification Form
 - (ii) Payment Request Form
 - (iii) Expenditure Report Form
 - (iv) Budget Revisions Request Form
 - (v) Travel Form
 - (vi) Time and Attendance Report (or form approved by County)
 - (vii) Instructions for County Invoicing
- 5.2.6 Attachment F Insurance Requirements
- 5.2.7 Attachment G Ethics Affidavit and Conflict of Interest Questionnaire
- 5.2.8 Attachment H HUB Forms
 - (i) Notice of Intent to Subcontract with HUB
 - (ii) Travis County HUB Subcontractor Payment Report
 - (iii) HUB Subcontractor/Subconsultant Change Form

V. FINANCIAL PROVISIONS

6.0 CONTRACT FUNDS

6.1 **Maximum Funds.** Subject to the requirements of this Section 6.0 and other applicable provisions of this Contract, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms of this Contract, as determined by County, County shall provide Contract Funds not to exceed the following amount during the Initial Contract Term:

\$66,330.00

6.2 Fiscal Year Limitations.

6.2.1 **County Budget.** Contract Funds will be provided as further set forth in Attachment C, "Budget," of this Contract. Contractor agrees that the sum stated in Sections 3.0 and Section 6.1 is the maximum amount to be paid by County to Contractor during the Initial Contract Term unless Sections 3.0 and 6.1 are changed pursuant to Section 4.0, "Amendment," and that the total costs of this Contract shall in no event exceed the amount included in the County's budget and designated for this purpose for this Contract unless or until an increase in the County budget is approved by the Commissioners Court. If this Contract is renewed under Section 2.2, it is understood and agreed that the amount set forth in the "Budget" will be amended, as necessary, for each Renewal Term to reflect those amounts approved by the Commissioners Court in its budget process for that Contract Term.

6.2.2 **Fiscal Year Division.** 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. As a result, of the total set forth in Section 6.1, Contractor cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

- (a) April 1, 2012 - September 30, 2012 (100% of Total)
\$66,330.00

6.2.3 **Subsequent Fiscal Year Funding.** Contractor agrees that all Contract Funds are contingent upon approval of funding for the Contract by the Commissioners Court in the budget process related to the applicable Fiscal Year. This Section 6.2 will apply to any future Contract Term(s) within the Fiscal Year dates applicable to that Contract Term(s).

6.2.4 **Budget Period Limits.** In no event shall any provision of this Contract or any agreement

subject to this Contract be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Payments by County during the Initial Term or any Contract Term shall be subject to the Fiscal Year limitations applicable to this Contract.

7.0 INVOICING AND PAYMENT

7.1 Request for Payments.

7.1.1 Monthly Request. Each month during any Contract or Renewal Term, Contractor shall 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) Request for Payment form(s) (Attachment E) and complete backup documentation. 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.

7.1.2 Timely Filing of Request.

a) Filing. The Request for Payment form(s) shall be filed with the TCHHSVS within twenty-five (25) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Request for Payment form(s) may impact the ultimate receipt of payment by Contractor. County shall pay Contractor for authorized expenditures, as determined and approved by the County Department reported in that Request for Payment within thirty (30) days of receipt by TCHHSVS of that complete and correct (as defined in this Contract) Request for Payment in accordance with the Prompt Payment Act (TEX. GOV'T. CODE, Chapter 2251).

(b) Request Limitation. County shall 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 this 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) shall be considered disallowed and may not be paid by County.

7.1.3 Content. Billing detail must include, at a minimum, that information set forth in Section 18.2, and other applicable provisions, of this Contract. Contractor may only request payment for actual costs incurred and paid by Contractor pursuant to the terms of this Contract.

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

7.1.5 Contractor Corrections. If County determines that corrections and/or changes to the Request for Payment are necessary, the Request for Payment will be returned to Contractor and those corrections or changes must be made by Contractor prior to the Request for Payment 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 TCHHSVS result in the delay of the certification of a Request for Payment (or "invoice") by County, Contractor understands and agrees that the time for payment under the Prompt Payment Act (TEX. GOV'T. 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. The time for payment under the Prompt Payment Act (TEX. GOV'T. CODE, Chapter 2251) will only begin at the receipt of the Request for Payment by TCHHSVS of what is determined, pursuant to this Subsection 7.1.5 and other applicable provisions, to be a complete and correct Request for Payment.

7.1.6 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 7.1.6 constitutes a complete and total waiver of the amount deducted from the total invoiced amount. This provision allowing for correction by County of a Request for Payment will ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Request for Payment; at any time that the discrepancy involves and increase in the amount to be paid, the Request for Payment 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 costs being invoiced and considered allowable under this Contract and subject to payment by County.

8.1.2 Department Determination. County and Contractor also 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 shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; for any payment for services or activities not provided pursuant to the terms of this Contract.

8.2 Maintenance of Funds. The Contractor shall 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 shall 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. Or, the Contractor will maintain an accounting system that can track expenditures billed to this contract and invoices paid by County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Section 8.2 upon request of County.

8.3 Allowable Costs - Direct Performance. References to reimbursable costs in this Contract refer only to those costs or expenses authorized to be paid by County to Contractor under the terms of this Contract by Contract Funds. Costs shall 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; and
- (b) incurred and paid by Contractor pursuant to all requirements of this Contract; and
- (c) incurred and paid by Contractor in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles.
- (e) included and identifiable in Contractor's budget document attached to this Contract as required in this Contract.
- (f) 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 (specific inclusion in the budget document will be considered approval), County's prior written authorization, through County Department, 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 Non-Expendable Capital Acquisition. Purchases of any non-expendable Capital Acquisition Property which meets the following criteria:

- (a) The following if with a value of more than \$500.00: Fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubators.

- (b) any other tangible non-expendable property with a value of more than \$5,000.00.
- 8.5.2 Facilities. Alteration or relocation of facilities.
- 8.5.3 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.
- 8.5.4 Out Of Town Travel. Out of town travel shall be approved/reimbursed pursuant to Section 8.6.
- 8.5.5 Notification. Contractor shall provide County, through TCHHSVS, written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Request for Payment related to such vendor or subcontractor in order to ensure timely payment.
- 8.5.6 Failure to Obtain Approval. 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.

8.6 Out of Town Travel Expenses.

8.6.1 Allowable Travel. In order to be considered a reimbursable expense under this Contract, all travel must be for a purpose directly related to the provision of services under this Contract (with supporting documentation available for review by County). 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 shall be made solely by County and 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 Out Of Town Travel Form ("Travel Form") attached to this Contract as Attachment E(v). If that Travel Form has not been completed and included in this Contract, then the Travel Form must be completed and submitted to County through the County Department for written approval by the County Executive or his 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. Expenses set out in the Travel Form must meet the requirements in Section 8.6.4 below and must fall within the amount set forth in Contractor's budget for travel.

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.

8.6.4 County Policies. Expenses for travel and attendance to destinations outside the City of Austin/Travis County are NOT considered an allowable expense and will not be reimbursable under this Contract unless those expenses meet the following criteria (and documentation is provided/made available supporting compliance with these requirements) and all requirements of this Section 8.6:

- (a) Mileage -
 - Reimbursed at the annual standard rate set by the Internal Revenue Services.
 - Starts from the employee's regular work place on business workdays and from the employee's home on non-work days and holidays.
 - Travel out of county greater than 1000 miles round-trip - transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance.
 - Transportation expenses include lodging, meals and mileage incurred as a result of driving rather than flying.
- (b) Air Fare -
 - Not to exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance
- (c) Accommodations -
 - Based on rates, plus taxes, quoted by the lodging place if government rates are not available.
 - Supporting documentation of lodging place and quoted rates must be provided
- (d) Meals -

- \$46.00 per day including gratuities without receipts
- OR
- Up to \$60.00 per day for meals and gratuities up to 15% if receipts are submitted
- Only if required to be away from home overnight
- No reimbursement for alcoholic beverages
- (e) Incidental Expenses -
 - Actual costs of car rentals, taxi fares, parking fees, and bus fares if receipts are attached
 - Mileage for two round trips to airport if choose to get a ride instead of parking
 - Cab fare to and from airport
 - No reimbursement for extracurricular activities such as golf, tennis, entertainment, movies, tours or sport events
 - No payment for fines for violation of the law such as parking tickets, speeding tickets, etc.
 - No payment for food and/or beverages provided at meetings or in-house training
- (f) Alternate Travel -
 - May be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative if pre-approved

Out of town 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-town travel expenses must be included in Contractor's budget.

8.7 **Overtime Compensation.** Contractor may use any Contract Funds to pay overtime and/or the associated fringe benefits on such overtime if the overtime meets the following requirements:

- (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:

- (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 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-town 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.
- (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.

9.0 **RETURN OF CONTRACT FUNDS**

9.1 **Contractor Liability.** Contractor shall be liable to County and refund money paid and/or advanced to Contractor upon a determination by County that payment or advance:

- 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)
 9.1.5 was inappropriately transferred according to Section 11.0

9.2 **Return of Funds.** Return of funds under this Section 9.0 shall be made by Contractor to County within thirty (30) days of request by County. County may offset the amount of any funds owed under this Section against the next advance or 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 shall 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 shall 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 **Copies.** Contractor shall provide two (2) copies of its most recent report of the complete financial audit and the auditor's opinion and management letters, or the review, to County through TCHHSVS 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 shall be provided no later than September 30 of each year in which County funds are received under this Contract. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports. Copies of the report shall also include the auditor's opinion and letters to management. Reviews and audits performed under Section 10.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such copies in a timely manner may result in delay of payment, suspension or termination of the Contract by County.

10.1.5 **Continued Obligation.** The expiration or termination of this Contract shall 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 obtain any documents, materials, or information necessary to facilitate such audit.

10.3 **Facilitation.** Contractor shall 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 shall include provision of access to Contractor's facilities during Contractor's regular business hours for County to conduct an audit, and the County shall consider reasonable times and places to review records or interview individuals. Adequate and appropriate workspace shall be made available to County or their designees, and all requested records shall be made readily available.

10.4 **Contractor Audit Records.**

10.4.1 **Content.** Records of Contractor, its subsidiaries, Subcontractors and affiliates subject to audit shall include, but not be limited to accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent 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 **Subcontractors.** Contractor shall 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 the requirements in this Section 10.0 in any written contract agreements executed between the Contractor and other related parties.

11.0 **TRANSFER OF FUNDS.** 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 the transfer moves funds **ONLY** between line items within the **SAME** funding source (as set forth in Section 6.0) and program ("Program"). IF Contractor is uncertain as to the definition of "line item" and "program" as used in this provision, Contractor is responsible for contacting TCHHSVS for a determination as to the applicability of this requirement to the Contractor's request for transfer; and

11.2 the cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than ten percent (10%) of the Contract total for that Program shown in Section 6.1; and

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

11.4 Contractor submits a budget revision form to the County through TCHHSVS prior to, or simultaneously with, the submission of the Contractor's first monthly billing to the County following the transfer which shall reflect such changes.

11.5 Contractor agrees that failure to meet the requirements of Section 11.1 - 11.4 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 shall 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 the Initial Term or any Renewal Term of the Contract, 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 and 28.0, as applicable.

12.2 **IRS 990 Form.** Contractor shall 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 shall 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 and/or advance 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 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.

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

4.1 Services and Activities.

14.1.1 **Requirements.** During any Contract Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, (based on information and data as provided by and through Department) services and activities in accordance with the terms of Attachment A, "Work Statement" Attachment B, "Special Conditions (if applicable)" and Attachment C, "Program Budget;" and with all other terms and conditions stated in this Contract.

14.1.2 **Failure to Perform.** In the event of Contractor's non-compliance with any term of this Contract, including, but not limited to timely submission of any report, record or notification, County may impose such sanctions as determined to be necessary by County, including, but not limited to:

- (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.

14.1.3 **Assurance of Intent.** Whenever County in good faith has reason to question Contractor's intent to perform, County may demand that Contractor provide to County written assurance of their intent to perform. In the event a demand is made by County and Contractor gives no assurance within thirty (30) days of receipt of the written notice of such demand, County may treat this failure as an anticipatory repudiation of this Contract.

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 shall 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 5.2.2); 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 shall, and shall require all Subcontractors to, have in place an appropriate written grievance review procedure to receive and resolve complaints and shall 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.

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 shall be maintained by Contractor and made available for monitoring by County through the County Department.

14.3 Contractor Communication.

14.3.1 **General Communication.** Contractor and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract

shall initially be presented by Contractor to the County Department through the County Executive.

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 shall bear full responsibility for the integrity of fiscal and programmatic management. Such responsibility shall 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) shall not constitute a defense or basis for waiving or appealing such provisions of requirements.

14.5 Directors' Meetings. If Contractor is a non-profit organization, Contractor shall 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 shall be provided to County Department.

14.6 Ownership of Property.

14.6.1 Capital Acquisition Property ("Property"). For purposes of this Contract, "Capital Acquisition Property" (or "Property") shall be considered to be any tangible, non-expendable property purchased with Contract Funds.

14.6.2 Title. To the extent that Contract Funds are used to purchase any Property, title to such Property shall vest in Contractor subject to the requirements of this Section 14.6.

14.6.3 Notice. Written notification must be given to the County Purchasing Agent pursuant to the "Notice" provision of this Contract within five (5) calendar days of delivery of Capital Acquisition Property, and County will then effect identification and recording of such Property for inventory purposes. Written notification must be given to the County Purchasing Agent within five (5) calendar days of any change in the status of such Property related to the terms of this Section 14.6. The Contractor shall maintain adequate accountability and control over such Property, shall maintain adequate Property records, and shall perform an annual inventory to be reported to the County Purchasing Agent no later than September 30 of each year in which Contract Funds are received, and for up to two years after the termination of this Contract (or the time which title vests in Contractor under Section 14.6.7) as required under Section 14.6.9. Records and reports shall contain the necessary information and documentation to support compliance with this Section 14.6.

14.6.4 Encumbrances. Contractor shall not give any security interest or lien in, or otherwise encumber such Property purchased with Contract Funds.

14.6.5 Budget. Property purchased by Contractor must be included and identified in Contractor's budget.

14.6.6 Contract Use. Property may only be purchased utilizing Contract Funds if such Property will be utilized by Contractor to provide or further the provision of the services purchased by County under this Contract. Such Property may also be used outside the area of this Contract only if such use does not interfere with or diminish the work required under this Contract. Within the limits of this Section 14.6, Contractor shall continue to use such Property in a manner which supports provision of the services provided under this Contract throughout the term of this Contract and for two years after the termination of this Contract (or the time when title vests in Contractor under Section 14.6.7).

14.6.7 Time Limit. Limitations of this Section 14.6 only apply to Property which is less than twenty-four (24) months old. Once any Property is more than twenty-four (24) months old, the requirements of this Section 14.6 cease to apply, and the title to the Property shall vest in Contractor free and clear of any obligations to County.

14.6.8 Trade or Sale. If Contractor uses such Property as a trade-in or sells such Property, the proceeds shall either be used to purchase replacement equipment for a similar use or returned to County through the Purchasing Agent. Contractor shall notify the Purchasing Agent of such disposition and the identity of the new Property where replacement equipment is purchased. All requirements of this Section 14.6 shall attach to such replacement Property with time requirements as to the new Property beginning the date of purchase.

14.6.9 Certification. Contractor (through its Executive Director or other authorized signatory) shall provide annual written and signed notice to the Purchasing Agent regarding all Property and certifying the continued use of such Property in compliance with this Section 14.6. This Certification shall be included with the annual inventory provided under Section 14.6.3.

14.6.10 Failure to Continue Use. If Contractor cannot continue to meet the requirements of this Section 14.6 regarding Property, then Contractor shall either provide cash compensation for such Property to County in an amount equal to the fair market value of the Property (as agreed to by County), or return such Property to County through the Purchasing Agent, or request in writing disposition instructions from the Purchasing Agent which instructions shall then be followed by Contractor.

14.6.11 Responsibility. Contractor shall assume responsibility for the protection of all physical property and equipment (Property) purchased under this Contract, and shall take appropriate measures to meet this obligation. Contractor shall furnish the County Purchasing Agent with a written, factual report of the theft of, or damage to, any Property purchased under this Contract. In the event of any theft, vandalism, or other offense against the Property, Contractor shall notify the appropriate local law enforcement authorities and the County Purchasing Agent immediately.

14.6.12 Competitive Bidding. Contractor shall ensure that all purchases made using County Contract Funds provided under this Contract, either by Contractor or Subcontractor(s), will be made according to established and applicable statutory requirements relating to competitive bidding.

14.7 Insurance.

14.7.1 Requirements. Contractor shall have, and shall 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 as set forth in Attachment F, "Insurance Requirements." Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment F, "Insurance Requirements," may be imposed.

14.7.2 Submission of Certificate. Contractor shall 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 shall 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.

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

14.7.4 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 conditions of the insurance company or Contractor. Contractor shall not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract term.

14.8 Indemnification and Claims.

14.8.1 INDEMNIFICATION. Contractor agrees to and shall 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 shall 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.

14.8.2 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 shall give Department written notice within three (3) working days of being notified of this claim or threat of claim. Such notice shall 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 shall be given in the manner provided in Section 26.0 of this Contract. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

14.9 Materials and Publications. When material not originally developed by Contractor is submitted or included in a report, it shall have the source 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.

14.10 Rights, Copyrights, Patents, and Licenses.

14.10.1 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 shall become the property of County. Contractor may publish the results of the Contract performance at its expense with prior County review and approval. 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 shall include acknowledgment of the support received from County. At least six copies of any such publication must be provided to County through County Department. County reserves the right to require additional copies before or after the initial review.

14.10.2 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 shall vest in County upon creation. All work performed shall 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 shall 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.

14.10.3 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 shall not be liable for any infringement of those rights; and any rights granted to County shall apply for the duration of this Contract and for ten (10) years after termination of this Contract.

14.10.4 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.

14.11 Miscellaneous Responsibilities.

14.11.1 Employee Offenses.

(a) Client Contact. Contractor agrees that no Employee ("Employee" being defined under this Section 14.11.2 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) shall 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 14.12.2 of any Employee having direct contact with County clients, and shall 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 shall 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 14.11.1, 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 14.11.1 shall also apply to any employees of Subcontractors who have direct Client contact, and Contractor shall ensure that all Subcontractors have procedures in place to ensure compliance with this Section 14.11.1.

14.12.2 Offense Report. Contractor shall 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 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 shall 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 shall 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 be included in any Subcontracts.

15.4 **Benefit.** Contractor agrees that all funds paid to Contractor under this Contract are paid in trust for the exclusive benefit of Eligible Clients and for the payment of allowable expenditures as set forth in this Contract.

15.5 **Maintenance of Effort.** Contractor agrees that Contract Funds may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Contractor had this Contract never been executed.

15.6 **Debarment, Suspension and Other Responsibility Matters.** This Section 15.6 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 of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 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.

Where Contractor is unable to certify to any of the statements in this Section 15.6, Contractor shall 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.

16.0 **COMPLIANCE**

16.1 **Federal, State and Local Laws.** Contractor shall 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 general conduct of business, including, but not limited to: 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 shall 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 shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with the applicable Federal, State and local laws, rules and regulations, and applicable professional ethical standards. This provision shall 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, through TCHHSVS, 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, through TCHHSVS, 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 shall 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.

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

16.3 **Certification of Software, Hardware, Firmware and Micro Code Products.** Contractor certifies that any supplied or supported software, hardware, firmware and micro code products used individually or together as a system to comply with Contract requirements shall operate accurately in the manner in which they were intended when given a valid date containing century, year, month and day.

16.4 **Texas Public Information Act.** The Parties agree that this Contract, and 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, but not limited to, decisions and letter rulings issued by the Texas State Attorney General's Office.

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

17.1 **Retention of Records**

17.1.1 **Time Requirement.** Contractor shall create and maintain all records and reports required and/or created relevant to performance under this Contract, including but not limited to 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.

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, bankruptcy, etc.)

17.2 **Client Records.**

(Section Not-Applicable)

17.3 **One-Time Services.** In addition to those records required under Section 17.2, Contractor shall 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 shall 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 maintained by Contractor at County's request.

17.4 **Fiscal Records.** Contractor shall create and maintain all necessary fiscal records and documentation required under this Contract and as necessary to support performance of this Contract.

17.5 **Access.** Contractor shall give County, or any of its duly authorized representatives, access to and the

right to examine all books, accounts, records, reports, files, 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 shall 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.

17.6 **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 17.6 granted by County Executive in writing will be effective to change any requirement in this Section 17.0.

17.7 **Rights to Materials.** Subject to the applicable requirements of this Sections 17.0, all reports, charts, schedules, records, or other appended documentation of Contractor which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Contractor to County or created by Contractor under this document are the property of County.

18.0 **REPORTING REQUIREMENTS**

18.1 **Performance Reports.**

18.1.1 **General Performance Reports.** Contractor shall submit data in accordance with the terms of Attachment D, "Performance Report Format," in Quarterly Performance Reports to be delivered to TCHHSVS as required by County within fifteen (15) days after the end of the quarter to which the report relates. This quarterly Performance Report will be submitted to TCHHSVS as an attachment to the Request For Payment (see Section 7.1) submitted for the last month of the quarter to which it relates. Performance Reports will identify data as it relates to different funding sources where applicable.

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 pursuant to Section 4.0 of this Contract.

18.2 **Reimbursement Reports.** Pursuant to Sections 6.0 - 8.0, Contractor shall deliver to TCHHSVS reports that provide all of the information requested in the Request For Payment 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 shall deliver a close-out report as required by TCHHSVS no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal).

18.4 **Financial Reports.** Upon request by County, Contractor shall deliver to TCHHSVS copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance sheet and income statement, within thirty (30) days of completion of any such report and/or the latest such report created by Contractor.

18.5 **Additional Reports.** Contractor shall 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 shall promptly provide TCHHSVS 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 shall 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 shall immediately notify County, through TCHHSVS, in writing of this fact. Such notice shall include specific identification of the basis of the prohibition, including statutory citations as applicable, and shall be reviewed by County for final resolution.

18.9 **Annual Report.** Upon request, Contractor, through its Board members, will provide County an annual report which will contain the same data and be in the same format as that of the Reports described in Section 7.0 of this Contract. Those performance measures, including any changes made by agreement of the Parties during any Contract Term, are incorporated and made a part of this Contract. The Annual Report related to this Contract will be submitted by Contractor to Department no later than sixty (60) days following the ending date of the relevant Contract Term.

18.10 **Other Funding Sources.**

18.10.1 **Other Source Reports.** Upon request by County, Contractor shall provide County, through TCHHSVS, 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.

18.10.2 **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 shall:

- (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 shall also reflect 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 to 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 shall 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 shall not be unreasonably withheld.

19.1.2 **Responsibility and Liability.** Approval of County, and/or payment under this Contract by

County, shall 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 shall 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 shall 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. 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 **Poverty Income Guidelines.** County, through County Department, shall notify Contractor of any changes in the Poverty Income Guidelines that occur during the Contract Term.

20.3 **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.

20.4 **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, shall be considered to waive, nor shall 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 shall it be considered a waiver of sovereign immunity to suit.

20.5 **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, including but not limited to failure to deliver reports as required by 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 and withhold further payments to Contractor pending resolution of the issues supporting such suspension. Contractor agrees that Contractor shall 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 shall 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, including, but not limited to, the failure to deliver reports required by this Contract and/or make

those corrections required by this Contract;

22.1.2 County Funding Out. During the budget planning and adoption process related to the second Fiscal Year included in the Contract Term, Commissioners Court fails to provide funding for this Contract for the that second County Fiscal Year following the beginning of the contract period;

22.1.3 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;

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

22.1.5 Beneficial Results. County finds that Contractor is not producing results that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

22.2 Notification. County Purchasing Agent shall notify Contractor pursuant to the "Notice" 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 shall 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 shall 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 shall be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

22.5 Correction. At least thirty (30) days before the effective date of termination pursuant to any provision of this Contract, County shall notify Contractor in compliance with Section 26.0 of the reasons for termination, the effective date of termination and the portion of this Contract to be terminated. Where County affords Contractor the option to cure 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 shall 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 shall cease to incur any and all Contract costs under them. County shall not be liable to Contractor for costs incurred after termination of this Contract. County shall not under any circumstances be liable to Contractor's

creditors or Subcontractors for any payments under 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 shall 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 shall 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, shall 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. County shall notify Contractor in writing (including fax and/or email) of such suspension. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. County shall not be liable for any costs incurred by Contractor during suspension of this Contract under this Section 22.7.

VIII. 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 shall 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 shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

24.0 SUBCONTRACTS

24.1 **Prior Approval.** Contractor shall 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.

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 is responsible to County for the performance of any Subcontractor, and shall monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that shall be available for inspection by County. Contractor shall 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 shall inspect all Subcontractors' work and shall 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 shall 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 shall 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; and

(ii) to maintain confidentiality of information and security of all records as required by law and the terms and conditions of this Contract; and

(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; and

(iv) that County is not liable for any payment to Subcontractor; and

(v) to warrant that Subcontractor has systems in place to identify and document services to Eligible Clients according to different funding sources; and

(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 but not limited to 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. Contractor has the sole responsibility for payment for services rendered by Subcontractors with Subcontractor's sole recourse in the event of Contractor non-payment, insolvency or cessation of operations against Contractor or Contractor's bankruptcy estate. County shall 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 insure 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 shall make its best effort to pay Subcontractor(s) for undisputed claims for services rendered within five (5) business days of receipt of payments and/or advances 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, either directly or through TCHHSVS, 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 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 performance under this Contract. Within thirty (30) days of each monitoring visit, County shall 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 shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall 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 shall be in writing and shall 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 shall be:

Sherri Fleming, County Executive (or her successor)
Travis County Department of Health, Human Services,
and Veterans' Services
100 N. IH 35, Suite 3700
Austin, Texas 78701

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

Cyd Grimes, Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748

Austin, Texas 78767

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

Marjorie Williams, AICP
 Northeast and Bucks Company T/A
 Mullin & Loneragan Associates, Inc.
 3909 Hartzdale Drive, Suite 901
 Camp Hill, PA 17011

26.5 **Change of Address.** Each Party may change the address for notice to it by giving notice of the change in compliance with Section 26.0. Any change in the address, including a change in the Contractor's Executive Director or Chairperson of the Board of Directors, shall be reported to the County Executive and the Purchasing Agent within twenty (20) days of the change.

26.6 **Change of Name and/or Identity.** Contractor shall notify the Purchasing Agent and TCHHSVS County Executive immediately in writing, and in advance where possible, of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, payee identification number and other. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Contractor's status under this Contract. Notice shall include copies of relevant paperwork evidencing any change, including copies of new W-9 Form or other forms required to be filed to effect such change. No change in the obligation of or to Contractor will be recognized until it is approved by the Purchasing Agent and/or Commissioners Court (according to applicable statute and County policy). Failure to timely provide notice under this Section 26.6 may result in delay of payment. Where any change involves an assignment by Contractor of rights or obligations under this Contract, such assignment shall be approved by County pursuant to Section 28.0.

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 G 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 shall forfeit all County benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor shall 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 shall 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 shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor shall update this Questionnaire by September of each year thereafter 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 shall 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 shall 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 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 shall 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 shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors. Contractor shall 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 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 shall 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 by Contractor of any of the rights or duties created by this Contract without the prior written approval of such assignment by County. 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," shall be made in writing to the Purchasing Agent and the Purchasing Agent and Department shall 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 shall 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 **Signors.** 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 shall have the right to suspend or terminate this Contract 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 shall 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 shall be omitted from the computation.

30.2 **Numbers and Gender.** Words of any gender in this Contract shall be construed to include any other gender and words in either number shall 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.

30.4 **Use of Terms.** The Parties agree that the terms "shall" and "will" are used interchangeably in 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, shall 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.** One or more acts of forbearance by any Party to enforce any provision of this Contract or any payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

31.4 **Reservation of Rights.** If any Party to this Contract breaches this Contract, the other Party(ies) shall 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 shall 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 the other Party'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 shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall 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 shall 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 County and the City of Austin.

31.6 **Severability.** If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, 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 shall be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

31.7 **Political Activity.** Contractor shall 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 shall 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 Contractor, 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 shall ensure, and require all Subcontractors to ensure, that provision of services under this Contract shall be carried on in a manner free from religious influence. Contractor shall 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 28.8 or as provided by County, to effectuate this assurance. Contractor shall submit such agreements to County prior to the release of Contract Funds to such Subcontractor.

31.8.2 **Civil Rights Act, Section 702 Application.** Contractor and County agree to be bound by the following as to Subcontractor(s) and Contractor respectively, and Contractor shall include these 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 Section 702 of the Civil Rights Act (42 U.S.C., Section 2000E-1(a)) regarding employment practices. A religious or charitable organization is eligible to be a Contractor on the same basis as any other private organization. Contractor retains its independence from State and Local governments, including the Contractor's control over the definition, development, practice, and expression of its religious beliefs. Except as provided by federal law, County shall not interpret this Contract to require a religious organization to alter its form of internal governance or remove religious art, icons, scripture or other symbols.

(b) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. The purpose of this Contract is the provision of social services. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization.

(c) No provider of social services for the County 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.

(d) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions.

31.8.3 Client Advisement. Contractor shall reasonably apprise all Eligible Clients of the requirements in this Section 28.8, and shall 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 Publicity. In any publicity prepared or distributed by or for Contractor, the funding through County shall be mentioned as having made the project possible. Prior to publication 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 shall publicize the services and activities of Contractor under this Contract.

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 shall 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, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract. Any issue not resolved satisfactorily to both Parties under Section 14.3.2 may be addressed pursuant to 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 this Section 31.10, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall 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 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 is 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 Section 28.10, Contractor shall 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 shall 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 shall coordinate and share information with other Travis County Health and Human Services programs and CAN in any way that is 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, and specifically set forth in Attachment A hereto, constitute a significant public concern impacting members of the indigent population 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 (including Attachment A) for qualified individuals.

31.13 **Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform in Contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall 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 shall 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 **Other Agreements.** It is understood and agreed by all 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 those Parties.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract.

**CONTRACTOR: Northeast and Bucks Company T/A
Mullin & Lonergan Associates, Inc.**

By: 
Its Duly Authorized Agent

Printed Name:
Title: Marjorie Williams, Principal

Date: 4.13.12

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

Date: _____

County Approvals:
As to Legal Form:

Assistant County Attorney Date: _____
Funds Certified By:

Susan Spataro, County Auditor Date: _____
Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

ATTACHMENT A

WORK STATEMENT
(Taken from Proposal)

PROPOSED METHODOLOGY

Based on the RFP published by Travis County, our knowledge of HUD's expectations relative to AIs and our AI experience with other recipients of HUD funding, M&L offers the following AI work plan and methodology for your consideration.

Task 1. Project Mobilization

This task involves a series of initial organizational steps that will ensure the timely execution of subsequent tasks. We will begin by providing a master stakeholder chart to the County that includes all of the categories of stakeholders with whom consultations will be conducted. M&L has drafted questionnaires for each category of AI stakeholder and will submit these to the County for review. We will also schedule the initial meeting with County officials (see Task 2). Finally, we will prepare letters to HUD and the Texas Workforce Commission Civil Rights Division requesting lists of complaints and a status report on fair housing complaints filed with each respective agency since the last AI (see Task 11). It is important to request this information early in the fair housing planning process as it sometimes takes weeks or months to obtain this data.

Deliverable: None

M&L Responsibilities: Provision of stakeholder chart format and stakeholder questionnaires to the County; scheduling of initial meeting with the County; provision of draft HUD and TWCCRD letters to the County

Client Responsibilities: Completion of stakeholder chart; distribution of stakeholder questionnaires; provision of meeting space for initial meeting with M&L and all interviews and focus groups; follow-up contact with stakeholders to confirm attendance at interviews and focus groups

Task 2. Initial Meeting with County

It is anticipated that representatives from the County will attend this project kick-off meeting. At this meeting, M&L will become acquainted with staff and their expectations for the project. Through conversation, we will gain insights into local fair housing issues, listen to your aspirations and priorities and identify any special circumstances or sensitive issues surrounding the assignment. We will inquire about the County's internal methods of imposing AFFH responsibilities on CDBG and HOME sub-recipients. We will also begin to define who does what in terms of fair housing and how effectively the AI partners and their fair housing stakeholders collaborate to achieve common goals. We will pose questions about the previous AI experiences in an effort to improve on the process and product produced.

We will utilize this meeting as an opportunity to review the AI scope of work and to share our insights on HUD's expectations relative to AFFH. We will also use this opportunity to collect copies of HUD FHEO correspondence and other related documents or reports that will provide us with context as we begin work on the assignment.

Deliverable: None

M&L Responsibilities: Attendance at initial meeting with the County; provision of "List of Documents Needed" to the County

Client Responsibilities: Collection of documents required to complete AI; forwarding documents to M&L

Task 3. Stakeholder Outreach & Community Workshops

At the core of our AI methodology is an expansive outreach to fair housing stakeholders. We consider this a form of public input into the AI. Stakeholder outreach is a labor-intensive, but highly valuable aspect of our AI methodology. M&L's stakeholder outreach will involve the distribution of AI questionnaires. We have developed a series of questionnaires specific to each classification of stakeholder. We will work with the County to define the timing and method of disseminating and collecting the stakeholder questionnaires. M&L will conduct follow-up telephone interviews with stakeholders, as appropriate. AI stakeholders typically include:

CDBG advisory committee

Housing committee

Fair housing committee

Public housing authority

Village of Webberville

FHAP and FHIP recipients located within Travis County

Other fair housing counseling, education and enforcement organizations

Advocacy organizations that represent the specific interests of protected classes, including persons with disabilities, civil rights commissions, organizations working with low and moderate income persons, etc.

Tenants rights organizations and legal services

County planning department

Local Board of Realtors or Realtor's Associations

Landlord organizations

Property management agents

Public transit agency

Organizations representing immigrants and persons with limited English proficiency

Following the completion of the stakeholder interviews and focus group meetings, M&L will prepare a List of Observations, summarizing the over-arching themes and challenges identified by the AI stakeholders.

In addition to the series of one-on-one interview and focus group sessions conducted for key housing stakeholders, M&L will prepare for and facilitate two Community Workshops at locations selected by County staff. The purpose of the Community Workshops will be to solicit input from County residents, neighborhoods and other interested parties who would not ordinarily be included in the stakeholder process.

Deliverable #1: List of Observations from interviews, focus group meetings and community workshops

M&L Responsibilities: Conduct interviews and focus groups with key stakeholders; conduct two Community Workshops for general public input; prepare List of Observations covering all outreach initiatives for client; cost of advertising for Community Workshops

Client Responsibilities: Provision of meeting space for interviews and focus groups; scheduling and reserving of space for Community Workshops; follow-up contact with stakeholders to confirm attendance at interviews and focus groups; collection of completed questionnaires for M&L

Task 4. Research and Analysis of Demographics and Housing Trends, and Vacancy Rate Study

As part of this task, we search for key housing and demographic indicators that help to paint the picture of fair housing in Travis County. We will prepare a full analysis of trends in population, households, and income with emphasis on members of the protected classes (i.e., race, ethnicity, disability, familial status, etc.), to the extent that reliable data is available. Trends from 1990 through 2010 will be analyzed, and unincorporated areas will be contrasted with incorporated areas to identify significant findings relative to areas of concentration of minorities and low income persons. To the extent that data is available, the Village of Webberville will be included as a separate geographic unit throughout the AI.

Residential segregation patterns will be mapped by census tract beginning in 1960 and continuing through to 2010 to illustrate the historical migration of minorities throughout the County.

We will analyze the local housing stock in terms of condition, level of accessibility, vacancy status, sales prices, and rents. We will analyze and compare the affordability of housing, both rental and sales, for major minority groups. Specifically, we will identify the relative presence, location, and geographic concentration of members of the protected classes. We will identify patterns of housing segregation using the dissimilarity index for 2000 and 2010. We will use the most recent census data available at the census tract level in preparing this analysis.

As part of the housing profile of the AI, a Vacancy Rate Study will be conducted for rental properties consisting of 50 units or more.

The survey will be conducted by bedroom type and rental rate for the past two years to determine average rent and average occupancy. The study will be conducted via online survey with e-mail requests for information sent to property owners and management agents.

Foreclosure data for the County will be analyzed at the census tract level using HUD's NSP3 database or the most current and readily available data source at the time.

We will research and analyze occupancy and waiting list characteristics for both public housing and the Section 8 Housing Choice Voucher Program to determine the relative presence of members of the protected classes, to the extent that this information is made available from the Housing Authority of Travis County. We will document HATC's efforts aimed at HCV mobility.

We will analyze the geographic distribution of affordable housing facilities and programs, including public housing, Housing Choice Vouchers and other assisted or subsidized housing. We will also analyze any activities involving the demolition of public housing and the impact of such activities on members of the protected classes.

As part of this task, a series of maps will be created illustrating select demographic and housing trends in comparison to "areas of concentration of minorities" and "areas of concentration of low income persons," as defined by the County. We will also identify and map "areas of opportunity" where fair housing choice can be expanded.

In all cases, the sources of all data used throughout the AI will be noted in detail.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 5. Analysis of Employment Data

As part of this task, we compare the location of major employment centers in Travis County to areas of concentrations of minorities and low income persons. We will draw conclusions about the location and access to jobs and housing in terms of the protected classes.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 6. Review of Real Estate Practices

As part of this task, we will interview representatives of the local Real Estate Association to obtain information about how well its members are trained to recognize and deal with fair housing violations. We will document local fair housing education initiatives within the industry.

We will also analyze recent housing sales prices to determine if higher housing costs restrict housing choice in certain neighborhoods or communities for members of the protected classes, to the extent that this data is made available from the Board of Realtors' MLS. To the extent that the local Boards are willing to make the data available, we will analyze how well members of the protected classes are represented among Realtors and the local Board, and the degree to which minorities participate in the local MLS.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 7. Analysis of HMDA Data

The Home Mortgage Disclosure Act database provides information concerning mortgage lending in the community. We will evaluate loan denial data for minority applicants for 2008, 2009 and 2010, the most recent years for which data is available. We will also research high cost loan data and trends for the County. We will use this data to define whether mortgage loan products are available equally to persons in similar economic circumstances by race and ethnicity.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 8. Interim Report

At this point in the project, M&L will publish an Interim Report that includes the research performed in Tasks 1 through 7.

Deliverable #2: Interim Report (tasks 1-7)

M&L Responsibilities: Provision of Interim Report to clients

Client Responsibilities: Review of Interim Report; provision of feedback to M&L within 15 days

Task 9. Evaluation of Public Policies

CDBG and HOME – We will review the County's application processes and project selection criteria to determine how AFFH factors are considered in funding decisions. We will inquire about the County's efforts to inform and educate its sub-recipients, including local units of government, about AFFH responsibilities.

We will analyze the County's fair housing monitoring efforts as well as their procedures for sanctioning sub-recipient organizations that fail to AFFH. We will review any restrictions placed on local programs by HUD and the County's progress in achieving compliance.

Zoning – We will work with County planners to determine the existence of discriminatory requirements or provisions. We will inquire about the County's efforts to identify the existence of discriminatory requirements or provisions in municipal zoning ordinances, such as group home restrictions, minimum lot sizes, and other development standards that impact the cost and location of housing.

Comprehensive Plan – We will review the County's plan to understand how Travis County has advocated for affordable housing and included fair housing policies in its long-range planning document. Specifically, we will look for strong connections between where lower income neighborhoods or communities are located in relation to public transportation services and employment centers.

Tenant selection and site selection policies – For public housing, the Section 8 Housing Choice Voucher Program, and other forms of assisted housing, we will review selection policies in search of discriminatory language or provisions.

Other public housing and Section 8 policies – We will review the HATC's ACOP and Section 8 Housing Choice Voucher Program Administrative Plan for special policies, such as reasonable accommodation and local preferences, which affect members of the protected classes. We will also review the status of the HATC's Section 504 Needs Assessment and Transition Plan.

Local administrative procedures for processing fair housing complaints – We will assess the effectiveness of intake, processing and investigation procedures.

Tax policies – We will research real property tax rates, by local taxing district for all locations with Travis County, to identify the tax burden for homeowners. In particular, we will analyze to what degree the various tax rates in the relevant taxing districts may impact housing affordability across Travis County. To the extent that the appropriate mapping files can be made available, we will map this analysis against the backdrop of areas of concentration of minorities and lower income persons.

Building codes – We will research how accessibility measures are enforced through state and local codes. Disability advocacy organizations will be interviewed to identify impediments to accessible housing. The location of accessible assisted housing will be mapped, to the extent that this information is readily available (i.e., ATC's Guide to Affordable Housing).

Public transit – Through discussions with the regional transit agency, we will determine the extent to which public transit service is provided to public and other assisted housing and how well the transit system links lower income housing with jobs.

Immigrants and persons with limited English proficiency – We will review administrative actions that influence housing and housing related services for immigrants and persons with limited English proficiency (LEP). We will review the County's Language Access Plan (LAP).

Composition of appointed boards and commissions – We will look for representation of members of the protected classes on select County appointed boards and commissions with housing and housing-related functions.

Newspaper advertising – We will review the real estate sections of local publications for compliance with the Fair Housing Act.

To the extent that the Village of Webberville has any of the above listed policies, these will be reviewed as part of the AI.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 10. Evaluation of Local Fair Housing Organizations

In this task, we will define the function of the agencies involved in the day-to-day process of responding to fair housing questions and complaints for County residents. First, we will explore how members of the protected classes become aware of the existence and function of the County's fair housing organizations. This will involve an assessment of outreach and communication efforts. If applicable, we will review the results of any testing that has taken place in the County. Then we will assess organizational strengths and weaknesses and the extent to which the agencies operate as part of a broader framework of organizations that work collectively to provide information, expand knowledge, promote public awareness and generally expand opportunities for fair housing choice in the County. We will review the local fair housing ordinance, describe the practices and authority of the local commission, and whether the local ordinance is substantially equivalent to the Fair Housing Act.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 11. Summary of Fair Housing Complaints and Lawsuits

At the outset of the project, we will draft a suggested letter to HUD and the Texas Workforce Commission Civil Rights Division requesting status reports of fair housing complaints filed by County residents. The letters will request summaries of complaints received in the County since the previous AI. If there are any local fair housing enforcement agencies that investigate complaints, such as Austin Tenants Council, we will prepare a status report request to these organizations. We will also research the status of any legal action relative to fair housing within the County.

The results of any paired testing that may have been conducted in the County will be requested and analyzed to identify trends in housing discrimination and enforcement.

The work undertaken by FHIP grant recipients operating in Travis County will be requested and analyzed in an effort to determine the impact of the HUD-funded initiatives.

Deliverable: None

M&L Responsibilities: Provision of draft letters to HUD and TWCCRD to client

Client Responsibilities: Mail requests for housing discrimination complaint data to HUD and TWCCRD

Task 12. Review of Fair Housing Accomplishments

Based on our meetings with public officials and fair housing stakeholders, we will review the previous fair housing action plan for Travis County and identify measures taken to implement the plan over the past several years. In carrying out this task, we will review the fair housing section of the County's previous CAPERs.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 13. Summary of Impediments to Fair Housing Choice

Based on the results of our statistical analysis, the questionnaires, interviews and focus group meetings, we will prepare a description of issues that constitute impediments to fair housing choice. A summary of impediments will be prepared. We will divide the impediments into two categories:

public sector impediments where agencies and organizations exert control over discriminatory practices, and

private sector impediments that are beyond the control of Travis County.

Deliverable: None

M&L Responsibilities: Development of a list of impediments to fair housing choice

Client Responsibilities: None

Task 14. Fair Housing Action Plan

A Fair Housing Action Plan will be prepared. The Plan will recommend a series of actions aimed at overcoming barriers to fair housing choice and expanding public awareness of fair housing issues in the County. The action plan will correspond directly with identified impediments, and will emphasize executable goals and strategic actions that are within the authority of the County to implement. In cases where identified impediments are beyond the purview and control of the County, we will note them as such. We will include recommendations for incorporating AFFH policies into CDBG, HOME and other activities. To the extent that impediments to fair housing choice are identified in the Village of Webberville, these will also be identified and discussed in the AI.

Deliverable: None

M&L Responsibilities: Development of a fair housing action plan

Client Responsibilities: None

Task 15. Initial Draft of AI

This draft document will include the results of our research in tasks 1 through 13, and the Fair Housing Action Plan included in task 14. We will distribute a draft copy of our report to the County. Thereafter, we will obtain feedback from County staff on the AI, including the Fair Housing Action Plan.

Deliverable #3: Draft AI document (tasks 1-14)

M&L Responsibilities: Provision of Draft AI document to client

Client Responsibilities: Review of Draft AI document; provision of feedback to M&L within 21 days

Task 16. Revisions to Draft AI based on Staff Feedback

In this step, we will incorporate comments and revisions provided by County staff. We will create a polished document appropriate for public review and comment.

Deliverable #4: Revised Draft AI document

M&L Responsibilities: Discussion of comments and requested revisions with client; incorporation of revisions; preparation of Draft AI document for public review and comment

Client Responsibilities: Review of Draft AI document; provision of feedback to M&L

Task 17. Citizen Review and Comment

We will provide the County with the complete revised draft document in Adobe Acrobat for uploading on its website, and placement in public libraries and other locations identified by staff.

Deliverable: None

M&L Responsibilities: Provide the County with a complete revised draft AI document

Client Responsibilities: Distribution of Draft AI document publication of Notice of Availability for public review and comment

Task 18. Meeting and Presentation to Staff and County Commissioners Court

To accomplish this task, M&L will facilitate a meeting with County staff and a second meeting with the County Commissioners Court to present an overview of the Draft AI prior to a 30-day public review period.

Deliverable: None

M&L Responsibilities: Provision of Final AI document to client; attendance at and participation in Public Meeting; attendance at and presentation of AI to the County Commission

Client Responsibilities: Coordination of Public Meeting and Council agenda scheduling

Task 19. Final AI Document

Following the 30-day public review period and at the direction of County staff, M&L will incorporate any final revisions into the AI document. We will publish and distribute final copies of the report on CD and hard copy in MS Word and Adobe Acrobat formats.

Deliverable #5: Final AI document

M&L Responsibilities: Provision of Final AI document to client

Client Responsibilities: Acceptance of Final AI document

PROPOSED PROJECT SCHEDULE

Assuming a contracting date of February 1, 2012, we would suggest the following six-month schedule for the completion of all tasks and submission of deliverables. The contract period would begin upon receipt of a fully executed contract received in the offices of Mullin & Lonergan Associates.

Task #	Task	Start Date	End Date
1	Project mobilization	Feb 1	Feb 15
2	Prepare for/attend initial meeting with County	Feb 1	Feb 29
3	Prepare for/conduct stakeholder outreach and community workshops (Deliverable #1)	Feb 1	Feb 29
4	Research/analyze demographic/housing trends, including Vacancy Rate Study	Feb 1	Mar 31
5	Analysis of employment data	Feb 1	Mar 31
6	Review of real estate practices	Feb 1	Mar 31
7	Analysis of HMDA data	Feb 1	Mar 31
8	Publish interim report on Tasks 1 – 7 (Deliverable #2)	By Apr 15	
9	Evaluation of public policies	Mar 15	Apr 15
10	Evaluation of local fair housing organizations	Mar 15	Apr 15
11	Summary of fair housing complaints and lawsuits	Mar 15	Apr 15
12	Review of fair housing accomplishments	Mar 15	Apr 15
13	Summary of impediments to fair housing choice	Mar 15	Apr 15
14	Fair housing action plan	Mar 15	Apr 15
15	Initial Draft AI (Deliverable #3)	By Apr 30	
16	Revisions to Draft AI (Deliverable #4)	May 1	May 15
17	Citizen review & comment	May 16	Jun 15
18	Meeting and presentation to Staff and County Commissioners Court	May 16	Jun 15
19	Final AI Document (Deliverable #5)	By Jul 31	

- Dates will be adjusted dependent upon actual contract execution date.

ATTACHMENT B
SPECIAL CONDITIONS
(Not Applicable)

ATTACHMENT C
PROGRAM BUDGET

	ANALYSIS OF IMPEDIMENTS TASKS	Principal @ \$165/hr.	Professional Staff @ \$115/hr.	Secretarial @ \$45/hr.	Total
1	Project mobilization	12 \$ 1,980	4 \$ 460	2 \$ 90	\$ 2,530
2	Prepare for and attend initial meeting with County officials	12 \$ 1,980	12 \$ 1,380	\$ -	\$ 3,360
3	Conduct stakeholder interviews and focus group meetings	40 \$ 6,600	40 \$ 4,600	\$ -	\$ 11,200
4	Research and analyze demographic and housing trends, including rental housing vacancy analysis	36 \$ 5,940	60 \$ 6,900	48 \$ 2,160	\$ 15,000
5	Research and analyze employment data	\$ -	8 \$ 920	\$ -	\$ 920
6	Review of real estate practices	\$ -	4 \$ 460	\$ -	\$ 460
7	Research and and analyze HMDA data	\$ -	12 \$ 1,380	\$ -	\$ 1,380
8	Publish interim report on tasks 1 - 7	4 \$ 660	12 \$ 1,380	2 \$ 90	\$ 2,130
9	Evaluation of public policies	\$ -	48 \$ 5,520	\$ -	\$ 5,520
10	Evaluation of local fair housing organizations	\$ -	12 \$ 1,380	\$ -	\$ 1,380
11	Summary of fair housing complaints and lawsuits	\$ -	8 \$ 920	\$ -	\$ 920
12	Review of fair housing accomplishments	\$ -	4 \$ 460	\$ -	\$ 460
13	Summary of Impediments to fair housing choice	\$ -	4 \$ 460	\$ -	\$ 460
14	Fair housing action plan	4 \$ 660	8 \$ 920	\$ -	\$ 1,580
15	Prepare initial draft of AI	4 \$ 660	8 \$ 920	2 \$ 90	\$ 1,670
16	Revisions to Draft AI	4 \$ 660	8 \$ 920	2 \$ 90	\$ 1,670
17	Citizen Review and Comment	4 \$ 660	\$ -	\$ -	\$ 660
18	Meetings and presentations on Draft AI	36 \$ 5,940	\$ -	\$ -	\$ 5,940
19	Publish final AI	4 \$ 660	16 \$ 1,840	2 \$ 90	\$ 2,590
SUBTOTAL		160 \$26,400	268 \$ 30,820	58 \$ 2,610	\$ 59,830
TRAVEL ALLOWANCE					\$ 4,000
REPRODUCTION, ADVERTISING, PUBLICATION, GRAPHIC AND MAILING EXPENSE ALLOWANCE					\$ 2,500
GRAND TOTAL					\$ 66,330

RFS # S110306-DW

ATTACHMENT D
PERFORMANCE REPORT FORM
(Not Applicable)

RFS # S110306-DW

ATTACHMENT E

FINANCIAL FORMS

(If Applicable)

- (i) Compliance Certification Form**
- (ii) Payment Request Form**
- (iii) Expenditure Report Form**
- (iv) Budget Revisions Request Form**
- (v) Travel Form**
- (vi) Time and Attendance Report**
- (vii) Instructions for County Invoicing**
- (viii) HUB Report**

RFS # S110306-DW

ATTACHMENT F**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

RFS # S110306-DW

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

RFS # S110306-DW

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.

RFS # S110306-DW

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.

RFS # S110306-DW

ATTACHMENT G
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 04-13-12
Name of Affiant: Marjorie Williams
Title of Affiant: Principal
Business Name of Proponent: Northeast & Bucks Co. T/A Mullin & Lonergan Assoc.
County of Proponent: Cumberland County, PA

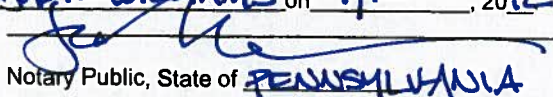
Affiant on oath swears that the following statements are true:

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.

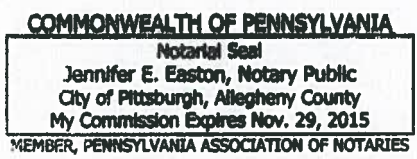


Signature of Affiant
3909 Hartzdale Drive, Ste. 901
Address Camp Hill, PA 17011

SUBSCRIBED AND SWORN TO before me by MARJORIE WILLIAMS on 4/13, 2012


Notary Public, State of PENNSYLVANIA

Typed or printed name of notary JENNIFER E. EASTON
My commission expires: 11/29/2015



RFS # S110306-DW

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS

January 24, 2012

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leroy Nellis, Interim	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	

RFS # S110306-DW

Director, Facilities Management Roger El Khoury, M.S., P.E.
 Chief Information Officer Joe Harlow
 Director, Records Mgmt & Communications Steven Broberg
 Travis County Attorney David Escamilla
 First Assistant County Attorney Steve Capelle
 Executive Assistant, County Attorney James Collins
 Director, Land Use Division Tom Nuckols
 Attorney, Land Use Division Julie Joe
 Attorney, Land Use Division Christopher Gilmore
 Director, Transactions Division John Hille
 Attorney, Transactions Division Tamara Armstrong
 Attorney, Transactions Division Daniel Bradford
 Attorney, Transactions Division Mary Etta Gerhardt
 Attorney, Transactions Division Barbara Wilson
 Attorney, Transactions Division Jim Connolly
 Attorney, Transactions Division Tenley Aldredge
 Director, Health Services Division Beth Devery
 Attorney, Health Services Division Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV Vacant
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Elizabeth Corey, C.P.M.
 Purchasing Agent Assistant III Rosalinda Garcia
 Purchasing Agent Assistant III Loren Breland, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant II C.W. Bruner, CTP
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero

RFS # S110306-DW

Purchasing Business Analyst.....Scott Worthington
 Purchasing Business Analyst.....Jennifer Francis
 CDBG Senior Planner.....Christy Copeland Moffitt, LMSW
 CDBG Planner.....Martha Brown

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of</u> <u>Expiration</u>
County Executive, TNR ...	Joseph Gieselman	01/31/12
Purchasing Agent Assistant IV	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget.....	Rodney Rhoades	08/19/12
Purchasing Agent Assistant IV	Diana Gonzalez..	12/16/12

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