



Travis County Commissioners Court Agenda Request

Meeting Date: June 12, 2012

Prepared By/Phone Number: Shannon Pleasant CTPM / 854-1181;
Marvin Brice CPPB / 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes C.P.M. CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award to Caritas of Austin for Professional Services to provide rent, mortgage and utility assistance.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Through this Professional Services Agreement, Caritas of Austin will provide services to establish housing stability and prevent homelessness with The Best Single Source (BSS) program. The BSS program provides assistance with rent, mortgage and utility assistance to eligible residents in the Austin area.

Section 31.1 of the agreement states pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this agreement is exempt from the requirements of the County Purchasing Act because it is an agreement for the purchase of personal or professional services and /or meets other requirement(s) for exemption pursuant to applicable law.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$196,875.00
 - Contract Type: Bilateral
 - Contract Period: June 15, 2012 through December 31, 2012

ID# 6521

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.

➤ **Contract Modification Information:** N/A

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:** N/A

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:** N/A

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E:

Funding Account(s): 001-5891-611-6290

➤ Comments: A purchase requisition will be created in SAP when the system is available June 4, 2012

ID# 6521

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Shannon
5-25-12
MB

**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 854-4115**

DATE: May 22, 2012
TO: Cyd Grimes, C.P.M., Travis County Purchasing Agent
FROM: Sherri E. Fleming
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service
SUBJECT: Acceptance of a Social Services Contract for 2012

Proposed Motion:

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve a seven month contract with Caritas of Austin, Best Single Source Plus.

Summary and Staff Recommendation:

Caritas of Austin contracts with Travis County to provide basic needs services, to establish housing stability and prevent homelessness in collaboration with numerous other area providers. For several years, Travis County has funded the Caritas Best Single Source contract at \$262,500, annually. Caritas requested Travis County allow them to revamp their Best Single Source service model. Initially, the Court approved one quarter of funding for Caritas' Best Single Source contract, in the amount of \$65,625. During the first quarter of calendar year 2012, Caritas of Austin worked with HHS/VS staff to re-vamp their Best Single Source program to align with the new service model approved by the City of Austin.

The department is recommending the Court approve this contract with Caritas of Austin, Best Single Source Plus providing needed services for a diverse population of Travis

County residents in need of assistance for the amount of \$196,875. The terms of this contract will be June 1, 2012 through December 31, 2012.

Budgetary and Fiscal Impact:

Account # 001-5891-611-6290	\$	196,875.00
FY '12: June - September 2012:	\$	131,250.00
FY '13: October – December 2012:	\$	65,625.00

Contingent upon Commissioner's Court approval of the FY 13 budget.

Requisition Number: Requisition to be completed as soon as SAP opens on June 4, 2012.

Background:

Travis County has contracted social services from Caritas of Austin for many years. HHS/VS staff will continue to work extensively with these agencies to ensure funded services address the needs of the community.

Cc: Deborah Britton, Division Director, Community Services, TCHHS/VS
 Susan A. Spataro, CPA, CMA, Travis County Auditor
 Jose Palacios, Chief Assistant County Auditor
 Mary Etta Gerhardt, Assistant County Attorney
 Leroy Nellis Interim County Executive for Planning and Budget Office
 Diana Ramirez, Analyst, Planning and Budget Office
 Caula McMarion, Accountant, TCHHS/VS
 Mike Long, Assistant Purchasing Agent, Travis County Purchasing Office
 Kathleen Haas, Financial Manager, TCHHS/VS
 Jim Lehrman, Division Director, Family Support Services, TCHHS/VS
 Blanca Leahy, Division Director, Research and Planning, TCHHS/VS
 Olie Pope, Veteran Services Officer, Veteran Services, TCHHS/VS
 Andrea Colunga-Bussey, Division Director, Office of Children's Services, TCHHS/VS

SOCIAL SERVICES CONTRACT

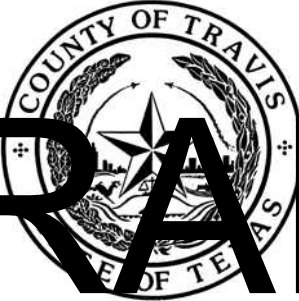
BETWEEN

TRAVIS COUNTY

AND

**CARITAS OF AUSTIN
BEST SINGLE SOURCE FOR RENT,
MORTGAGE AND UTILITY SERVICES**

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The seal of Travis County, Texas, is circular and features a central five-pointed star. The star is surrounded by a wreath. The words "COUNTY OF TRAVIS" are inscribed along the top inner edge of the seal, and "STATE OF TEXAS" is inscribed along the bottom inner edge. The seal is partially obscured by the large, bold, black letters "DRAFT".

Travis County Purchasing Office

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CONTRACT FOR
SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND
CARITAS OF AUSTIN
(Best Single Source)

I. PARTIES

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

Travis County, a political subdivision of Texas ("County") and
Caritas of Austin ("Contractor")

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. 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 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 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 aggregate in any calendar year 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 Attachment I to the Affidavit attached to this Contract and marked Attachment J.

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.

1.16 "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.

1.17 "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.

1.18 "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 June 15, 2012, and terminates December 31, 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 of the Commission, Court of Commissioners, or the County Board of Supervisors during the budget process related to the renewal term, and within the limitation 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:

\$ 196,875.00

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. GOVT 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 designated below are hereby made a part of this Contract, and constitute promises or performances by Contractor in accordance with all terms of this Contract.

- | | | |
|--------|--------------|--|
| 5.2.1 | Attachment A | Change Request Form - Form #1 |
| 5.2.2 | Attachment B | Program Cover Page - Form # 2 |
| 5.2.3 | Attachment C | Program Work Statement - Form # 3 |
| 5.2.4 | Attachment D | Program Budget - Form # 4 |
| 5.2.5 | Attachment E | Program Budget Narrative - Form # 5 |
| 5.2.6 | Attachment F | Total Program Staff Positions and Time - Form #6 |
| 5.2.7 | Attachment G | Total Program Funding Summary - Form # 7 |
| 5.2.8 | Attachment H | Subcontracted Expenses Form – Form #8 |
| 5.2.9 | Attachment I | Insurance Requirements |
| 5.2.10 | Attachment J | Ethics Affidavit |
| 5.2.11 | Attachment K | Key Person List |

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:

\$ 196,875.00

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) June 15, 2012 – September 30, 2012 (58% of Total)

\$ 114,188.00

(b) October 1, 2012 – December 31, 2012 (42% of Total)

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6.2.3 **Subsequent Fiscal Year Funding.** Contractor agrees that Contractor cannot invoice and will not be paid for services provided between October 1, 2012 and September 30, 2012, from funds designated under Section 6.2.1(b). Contractor agrees that funds set out in Section 6.2.1(b) are contingent upon approval of such funding for the Contract by the Commissioners Court in the budget process related to the Fiscal Year beginning October 1, 2012; and that the amount set forth under Section 6.2.1(b) may be decreased or eliminated by the Commissioners Court during that budget process without liability of County to Contractor. 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) 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 fifteen (15) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct 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. GOVT'. 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 upon receipt of a complete and correct Request for Payment as 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. GOVT. CODE, Chapter 2251) will not begin to run until that invoice has been corrected so that it is, as determined by County Department, correct and complete as necessary for certification by County. The time for payment under the Prompt Payment Act (TEX. GOVT. 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 an 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. 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 - Indirect Performance. Reference to "allowable 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:

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- (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 8.0.

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 allowable under this Contract, all travel must be for a purpose directly related to the provision of services under the 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 furtherance of 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") (v). If that Travel Form has not be 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 her 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 -

- \$39.00 per day including gratuities without receipts
- OR
- Up to \$50.00 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 extra recreational activities such as golf, tennis, theater, 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 for 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:

1.1 Contractor has received no payment
1.2 Contractor has not been spent strictly in accordance with Contract terms
1.3 Contractor has exceeded the total expenditures authorized by Contractor
1.4 Contractor is not being allowed pursuant to financial performance and/or compliance audit(s)
1.5 Contractor has inappropriately transferred according to Section 11.0

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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, through TCHHSVS, 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 Reporting. Contractor shall provide to (2) copies of the complete report of the complete financial audit and the auditor's opinion and management letter for the review, to County through TCHHSVS within 180 days of the end of the Contractor's fiscal year, unless County approves alternative arrangements in writing. In all events, 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 written amendment to the Contract **ONLY** if ALL of the following requirements are met:

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

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

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

13.2.4 County may apply funds County owes Contractor to the outstanding balance of debt for which notice is made under Section 13.2.2 above if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.

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

responsible for payment of any of the above costs of Contractor.

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

VI. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

14.0 CONTRACTOR PERFORMANCE

14.1 Services and Activities.

14.1.1 **Requirements.** During any Contract Term, Contractor 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 B, "Work Statement" "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 completes 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 actions 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 TCHHSVS and ATCHHSD. Contractor understands and agrees that this contract is entered into by and between Contractor and County only. While there may be some interaction between TCHHSVS and the City of Austin's Travis County Health and Human Services Department ("ATCHHSD"), or other City of Austin-related departments, those activities will be administrative in nature and operating only between TCHHSVS and ATCHHSD as determined by those two entities. Neither the terms of this Contract nor activities between TCHHSVS and ATCHHSD infer, imply or create any responsibility or obligation between the City of Austin and Contractor.

14.3.2 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. 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 one year after the termination of this Contract (or the time which title vests in Contractor under Section 14.6.7).

14.6.7 Time Limit. Limitations of 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 Long-Term Strategic Planning. Contractor agrees to participate to the extent possible in the long-term strategic planning process as developed by CAN and/or requested by County.

14.8 Insurance.

14.8.1 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 H, "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.

14.8.2 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.

14.8.3 Liability. 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.

14.8.4 Review and Adjustment. County reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County based on changes in statutory law, court decisions, the claims history of the industry or financial 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.

14.9 Indemnification and Claims.

14.9.1 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.

14.9.2 Claims Notification. If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor 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.

14.10 **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.

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

14.11.1 **Property of County.** All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material created and/or submitted by Contractor under the terms of this Contract 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.

14.11.2 **Copyright.** All work performed pursuant to 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 such work shall vest in County upon creation. All work performed shall be deemed to be a "work made for hire" and, 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.

14.11.3 **Adherence and Indemnification.** Contractor warrants and agrees that all applicable copyrights, patents, and licenses which may exist on materials used in this Contract have been adhered to; and that County 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.

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

14.12 **Miscellaneous Responsibilities.**

14.12.1 **Employee Offenses.**

(a) **Client Contact.** Contractor agrees that no Employee ("Employee" being defined under this Section 14.12.2 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 this Section 14.12.1, Contractor may present the details of such circumstance in writing to County, through the County Executive, for a determination of such request for waiver.

(d) **Subcontractors.** This Section 14.12.1 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 14.12.1.

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, a criminal offense in connection with obtaining, attempting to obtain, or performing a (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 participants services provided under the 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.

17.2.1 **Maintenance.** Contractor shall create and maintain all records regarding Eligible Clients that include the information on which Contractor relies to determine the Client's eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Contractor shall maintain all medical records in accordance with all applicable statutes (including but not limited to HIPAA) and regulations governing medical information.

17.2.2 **Unduplicated Client Records.** Contractor shall maintain records for those Eligible Clients participating in programs designated by County Department from which an Unduplicated Client count can be determined. Contractor shall maintain a separate record for each unduplicated client. This client record shall contain at least the following information:

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

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Each Unduplicated Client reported in the Performance Report for designated programs shall correspond to a separate client record and support the services rendered to that Unduplicated Client.

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 G, "Performance Report Definition Tool," 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 services to be terminated and the amount of funding to be reduced.

(c) If Contractor and County mutually agree 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 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.

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VII. 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 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 provision(s) 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 SUBCONTRACTORS.

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 Subcontractor or the prior written approval 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

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(vii) to warrant 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

24.3 **Contract Limitation.** This contract creates 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:

Sheila Fleming, County Executive (or her successor)
Travis County Department of Health, Human Services
and Veterans' Services
1000 IH 35, Suite 3000
Austin, Texas 78701

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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 V. 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:

Caritas of Austin
611 Neches Street
Austin, Texas 78701

Mailing Address:

Caritas of Austin
P. O. Box 1947
Austin, Texas 78767

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 Attachment J 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 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 grants 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 Constitution 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 this Contract. The exercise of or failure to exercise any right or remedy in this Contract of County for 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 here as that include 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 31.10.1 may be addressed pursuant to Section 31.10.2 - 31.10.3 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 personnel, Contractor shall submit a written notice to the Purchasing Agent and 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 submit 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:
Caritas of Austin

By: _____
Its Duly Authorized Agent

Printed Name:

Title: _____ Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

Date: _____

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County Approvals:

As to Legal Form:

Assistant County Attorney Date: _____

Funds Certified By:

Susan Spataro, County Auditor Date: _____

Purchasing:

Cyd Grimes, C.P.M., CPPO Purchasing Agent Date: _____

Form # 2:

Program Cover Page
for 2012 Social Service Contracts funded by Travis County

Date prepared: **03/01/2012**

1. Agency Name as provided in <u>Articles of Incorporation</u>: Caritas of Austin		2. Tax ID Number: 17419096700	
3. Program Name: Best Single Source Plus (BSS+)			
4. a) Physical Street Address (Street, City, State, Zip): 611 Neches Street, Austin, Texas 78701 4. b) Mailing Address (if different from above): Post Office Box 1947, Austin, Texas 78767 4. c) Payee Address (if different from above):		5. Board President/Chair: Name: David Sheldon Address: 1135 W 6 th St, Suite 120, Austin, TX 78703 Email: dsheldon@zydecodevelopment.com Phone: 439-4313	
6. Agency Executive Director (name): Susan Hartenstein Phone: 646-1269 Fax: 472-4164 Email: shartenstein@caritasofaustin.org		7. Name of person authorized to sign contracts for Agency: Susan Hartenstein Phone: 646-1269 Fax: 472-4164 Email: shartenstein@caritasofaustin.org	
8. Program Director (name): Kathy Quinn Phone: 646-1252 Fax: 472-4164 Email: jkquinn@caritasofaustin.org		9. Agency Financial Officer (name): Susan Hartenstein Phone: 646-1269 Fax: 472-4164 Email: shartenstein@caritasofaustin.org	
10. Contact person for PROGRAM issues (name): Christina Hamilton Phone: 646-1251 Fax: 472-4164 Email: chamilton@caritasofaustin.org		11. Contact person for FINANCIAL issues (name): Susan Hartenstein Phone: 646-1269 Fax: 472-4164 Email: shartenstein@caritasofaustin.org	
12. Primary contact for Quarterly Program Performance Report issues (name): David Nobles Phone: 646-1276 Email: dnobles@caritasofaustin.org		13. Person responsible for submitting Quarterly Program Performance Reports (name): David Nobles Phone: 646-1276 Email: dnobles@caritasofaustin.org	
14. Program funding amounts by source: Travis County Social Service Contract \$196,875 All OTHER Sources + \$2,291,527 TOTAL Program Funding = \$2,488,402		15. Primary contact person for this contract packet (name): Position Title: David Nobles Phone: 646-1276 Email: dnobles@caritasofaustin.org	

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Form #3: PROGRAM WORK STATEMENT
for 2012 Social Service Contracts funded by Travis County

Date prepared: 3/01/2012

Agency: Caritas of Austin Program: Best Single Source Plus (BSS Plus)

1. Program goals and objectives:

The Best Single Source (BSS) program provides basic needs services (rent, mortgage, and utility assistance) to eligible constituents in the Austin area. Establishing housing stability and preventing homelessness is its primary purpose.

BSS is a collaboration among thirteen members of the Basic Needs Coalition and the area's leading nonprofit service providers, trading competition for collaboration to benefit those most in need. Agencies participating in BSS are:

1. AIDS Services of Austin;
2. Any Baby Can;
3. Arc of the Capital Area;
4. Caritas of Austin;
5. Catholic Charities of Central Texas;
6. Family Eldercare;
7. Foundation for the Homeless;
8. Front Steps;
9. Goodwill Industries of Central Texas;
10. Meals on Wheels and More;
11. SafePlace;
12. U.S. Department of Veterans Affairs; and
13. Wright House Wellness Center

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2. Program clients served:

BSS eligibility criteria includes:

- Clients must be living at or below 200% of the federal poverty level. Confirmation of violence victimization exempts clients from this eligibility criterion.
- Clients must be experiencing a financial crisis that puts their housing at-risk, e.g. job loss, reduced work hours, medical crisis, etc.
- Clients must be at a point where up to 12 months of case management and financial assistance up to \$2,500 and will be sufficient to stabilize their housing and to help them build self-sufficiency skills. Limited exceptions to this criterion may be made on a case-by-case basis.
- Clients must be a Travis County resident.

3. Program services and delivery:

Clients served by BSS will:

- Receive assistance from only one organization.
- Receive the amount of financial assistance they need to stabilize their housing and resolve their financial crisis, including:

- One-time Rent Payment: One-time rent payment assistance will be stand-alone rental assistance provided to an individual or family. This assistance will be provided to a client with the anticipation that no additional rental assistance will be needed in the next 12 months. Case management dollars are not associated with this assistance, though one-time case management resource and referral will be provided.
- One-time Utility Payment: One-time utility payment assistance will be stand-alone utility assistance provided to an individual or family. This assistance will be provided to a client with the anticipation that no additional utility assistance will be needed in the next 12 months. Case management dollars are not associated with this assistance, though one-time case management resource and referral will be provided.
- One-time or Short-Term Mortgage Payment: One-time mortgage payment or partially subsidized mortgage payments keep an individual or family in the home that they own and in which they reside. Case management dollars are associated with this assistance for those requiring more than one month of assistance. Case managers will work with clients to create a housing stability plan and connect clients to the services and education they need to remain stable in housing and become self-sufficient.
- Rent /Move-In Deposits: This category of assistance includes security deposits for lease of a new unit, application fees, and other reasonable first-month/move-in expenses required for a household to become stable in a new unit. Case management dollars are associated with this assistance. Case managers will work with clients to create a housing stability plan and connect clients to the services and education they need to remain stable in housing and become self-sufficient.
- Utility Move-In Deposits: This category of assistance includes utility deposits for lease of a new unit, utility application fees, and payment of past due utility debt so new services can be started. Case management dollars are associated with this assistance. Case managers work with clients to create a housing stability plan and connect clients to the services and education they need to remain stable in housing and become self-sufficient.
- Rent Subsidy at less than 100%: This category of assistance is for households that require several months of rental assistance to stabilize in housing. Case management dollars are associated with this assistance. Case managers will work with clients to create a housing stability plan and connect clients to the services and education they need to remain stable in housing and become self-sufficient. Clients are required to:
 - meet regularly with their case manager;
 - design and implement steps indicating progress toward self-sufficiency; and
 - work on designated goals including financial management, life skills, debt reduction, credit repair, employment, and income benefits.
- Utility Subsidy at less than 100%: This category of assistance is for households that require several months of utility assistance to stabilize in housing. Case management dollars are associated with this assistance. Case managers work with clients to create a housing stability plan and connect clients to the services and education they need to remain stable in housing and become self-sufficient. Clients are required to:
 - meet regularly with their case manager;
 - design and implement steps indicating progress toward self-sufficiency; and
 - work on designated goals including financial management, life skills, debt reduction, credit repair, employment, and income benefits.
- Case Management: Includes the coordination of a variety of housing stability/self-sufficiency services and development/monitoring of a stability plan for clients based on their need. Amount and intensity of case management service will be determined on a case-by-

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case basis.

- Housing Location: Under this category, a Housing Locator will identify properties suitable for clients, maintain a housing directory of available units, serve as a liaison between the landlord and client, and provide basic housing counseling as a client moves into stable permanent housing. Housing Location, including rapid re-housing services, will be provided through Housing Locators employed by and located at Caritas of Austin.
- Mediation and Legal Services: This category will include referral to and support services from agencies, primarily Austin Tenants Council and Texas Rio Grande Legal Aid, for protection of tenant rights, provision of landlord and tenant education, and assessment of fair housing and housing discrimination issues.
- Housing Supports: Housing supports such as food, furniture, basic household necessities and transportation may be provided as needed. Small home repair services may also be provided to keep individuals and families housed.

A client will be eligible for up to \$1,500 of direct assistance during their tenure in the program, which can be used for rent, mortgage, utility and housing support expenses. Exceptions may be made for assistance up to \$2,500, based on household need and approval by a client's case manager and the BSS Coordinator.

Case managers at each of the partner agencies will receive periodic comprehensive training on all aspects of service provision and administration of the BSS program. Clients will be assessed using a common tool that identifies client's homeless or housing status, housing barriers, levels of need, and priority for service. Items that are examined will include a client's income-to-housing cost ratio, clients' ability to garner the necessary income to support and stabilize in housing within a set time frame, and the identification of assets and barriers as they relate to housing stability.

All BSS agencies have signed a Memorandum of Understanding (MOU) with Caritas of Austin outlining the responsibilities and commitment of each organization as a partner in the Best Single Source program. The MOU establishes guidelines and procedures for each partner agency to sustain and enhance their collaboration to assist families as they move toward self-sufficiency. Regular meetings at all levels of program implementation will be conducted to monitor and manage effectiveness, program evaluation results, emerging trends, trouble-shooting and comprehensive case manager training,

While specific outputs and outcomes for BSS program proposed in this application will be discussed further in the Performance Measures section, BSS anticipates achieving the following results:

- Participants who have experienced short-term homelessness decrease their time in shelter, other temporary housing, or overcrowded and/or unsafe conditions;
- Participants who have experienced short-term homelessness exit to safe and stable permanent housing;
- Participants at-risk of homelessness or who have experienced short-term homelessness achieve housing stability;
- An increase in the availability of permanent housing units for people who are homeless or near homeless through the development of innovative and strategic partnerships and relationships with housing organizations and property managers/landlords; and
- Outreach is conducted to individuals and families at risk of homelessness, who are unaware of services or do not have an existing relationship with a BSS provider.

4. Coordination of services with other organizations:

Caritas of Austin is the fiscal and administrative agent for BSS and houses a dedicated coordinator for the project. The coordinator has been instrumental in helping each of the participating agencies implement and become proficient with the database, ensures a common standard of practice, ensures consistency across agencies, and will be responsible for evaluation of the project. Direct client assistance funds will also be at Caritas—one “pot” of money that all participating agencies can access if the client meets the eligibility criteria set forth by the collaboration.

Leaders from each agency serve on the Funded Partners Committee of the Coalition, meeting regularly to design and implement the project, to raise funds and monitor project progress and results. There is also a Program Managers Committee that has representation from direct service and case managers at each participating agency. This work group is responsible for developing and revising intake, confidentiality and information sharing processes as well as the common format for data input and reporting. This workgroup is the “nuts and bolts” of the collaboration – staffing cases, identifying problems, learning each other so that best options can be developed for clients.

5. Service collaboration strategies and methods:

BSS is an example of a project that meets the truest standards of model collaboration – a common vision, shared decision making at multiple levels, agreed upon and coordinated service delivery, and shared resources (including each agency allocating many of its own resources away from other services and into this model.)

Service collaboration among the BSS participating agencies takes place through regularly scheduled meetings of the BSS Committee – committee made up of the Executive Directors of Executive Managers of each agency; through the implementation workgroup – a committee of the program managers and case managers of each participating agency; and through use of a shared database for intake and tracking. Additional collaboration takes place through the broader 38 member Basic Needs Coalition. The Basic Needs Coalition serves as both the planning entity for basic needs issues in the area and as an incubator and program developer to implement strategic improvements to the delivery of basic needs services.

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6. OUTPUT Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 9-month goal amounts: April – December 2012):

<u>OUTPUT # 1</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated clients served.	457	3230	3687

<u>OUTPUT # 2</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated households receiving one-time financial assistance.	37	259	296

<u>OUTPUT # 3</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated households receiving comprehensive case management.	183	1293	1476

<u>OUTPUT # 4</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of unduplicated households receiving homeless prevention services.	146	1034	1180

<u>OUTPUT # 5</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of unduplicated households receiving rapid rehousing services.	37	259	296

<u>OUTPUT # 6</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of unduplicated households who complete 1-3 months of comprehensive case management.	46	323	369

<u>OUTPUT # 7</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of unduplicated households who complete 4-6 months of comprehensive case management.	92	647	739

<u>OUTPUT # 8</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of unduplicated households who complete 7 months or more of comprehensive case management.	46	323	369

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Supplemental Reporting: A supplemental report will also be submitted on a quarterly basis that reports the number of unduplicated clients served, (1) by service type, and (2) by partner agency. No annual goals will be set for these outputs.

7. **OUTCOME** Performance Measures (program results/impacts) **replace the blue text in the left column below with the actual wording of your measures' numerators, denominators, and outcome rates.** Please enter the outcome performance measures to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column's shaded blocks, include the corresponding 12-month goal amounts and percentages (as applicable) for each line. **USE ONLY IF AUTHORIZED BY HHSD REVIEW TEAM: If an Outcome will NOT be reported every quarter, in the right column indicate for which quarterly report(s) you WILL be reporting that measure (for example, you might report for Q2 and Q4 only).**

Total Program Performance – OUTCOME # 1	<u>Total Program Annual Goal</u>	<u>If Not reported Every Quarter, in which Quarter(s)?</u>
Number of unduplicated households served that exited that and achieved housing stability.	944	
Number of unduplicated households served that exited	1181	
Percentage of unduplicated households that achieved housing stability.	80%	

Total Program Performance – OUTCOME # 2	<u>Total Program Annual Goal</u>	<u>If Not reported Every Quarter, in which Quarter(s)?</u>
Number of unduplicated households served that achieved housing stability and remained in stable housing for six-months after exit.	755	
Number of unduplicated households served that achieved housing stability six months prior.	944	
Percentage of unduplicated households served that achieved housing stability and remain in stable housing for six-months after exit.	80%	

8. System for collecting and reporting program data:

The web-based Service Point data collection and management system will be used by participating agencies for the following purposes: 1) intake; 2) client demographics; 3) evaluation results; and 4) data reporting. Each of the participating Best Single Source Plus agencies will enter information on their respective clients into Service Point. Caritas’ Best Single Source Coordinator will have access to information from each agency. Service Point client files are reviewed by the Program Coordinator whenever a new client is approved for the program and/or financial assistance is being requested. These reviews identify inconsistencies in reporting or missed data, ensuring high quality of consistency in data entry and reporting. Monthly summary reports will be sent to participating agencies providing information on the clients seen and the financial assistance distributed. The partners committee, consisting of the Executive Directors of each agency will review compiled data monthly.

9. Community planning activities:

Community planning activities will take place through the funded partners and through the broader activities of the Basic Needs Coalition of Central Texas.

10. Program Evaluation Plan

The following plan identifies the steps that will be taken to identify problems in strategy, service delivery and expenditures, and to ensure corrective actions.

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Data Integrity – Initial client data will be entered into the Service Point system by the initiating Best Single Source partner. When a direct client assistance check request is received the participating agency’s Program Manager and the Best Single Source Program Coordinator will ensure that the following data has been entered into the system:

- Client demographics and zip code;
- Case manager information;
- A required Release of Information and Entry/Exit Date;
- Client goals; and
- A review to ensure that the client has not utilized Best Single Source services during the prior 12 months and/or the client has not exceeded the approved amount of services

Monthly Reports – The Best Single Source Coordinator will produce monthly reports that will be sent to the Program Managers at each participating agency.

1) Individual Client Performance Monitoring – These reports verify that critical data has been entered on each client. Individual program managers will be sent a report for their agency for any items that need correcting.

- **Client Served Report** – This is a report that lists clients served for the month specific to agency. Report will include client name, entry/exit date, program entry status, demographic & zip code information, total number in household, and one-time financial assistance or case managed status. This report is based on the program assessment tool that have already been entered into Service Point.

- Exit Worksheets Past Due and Coming Due – This is a report that lists Exit Worksheet data that has not been entered on a timely basis and client data that will be due for the coming month. This report is based on the individual client goals and timelines for service that have already been entered into Service Point. Clients who have completed services must be exited from the system.
- Follow up 6 Month Post Exit Past Due and Coming Due - This is a report that lists client follow up 6 months post program exit data that has not been entered on a timely basis and client data that will be due for the coming month. Based on the specific services assigned and received, clients' housing stability will be tracked for up to 6 months post program exit. Additionally, the provision of service provided by each agency is compiled over this time period for review and assessment.

2) Program Performance Reporting

Expense & Clients by Agency – This report provides Program and Client data:

- Financial assistance by agency by month
- Financial assistance in total and compared to the financial plan or proposed expenditures
- Client data by agency by month
- Monthly collaborative summary report of the above is provided to agency Program Managers and Executive Directors
- Monthly report of client data and financial assistance is produced by agency Program Managers and submitted to Program Coordinator

3) Agency Performance Reporting for Quarterly Reports

This report shows each agency's performance on required contract outcomes. As the lead agency, Caritas completes the overall quarterly output and outcome reporting in CTK, based on client data input into Service Point by partners. However, partners also provided individual agency's progress toward achieving targeted output and outcome benchmarks.

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Training – One-on-one training on the use of the Service Point system will be provided for new case managers by the Best Single Source Coordinator. Training for program operations will be provided by individual agency personnel at the respective partner agency. Austin Travis County Integral Care (ATCIC) provides HMIS ethics training whenever a new Service Point user license is requested.

Backup - In order to provide a level of backup to the Best Single Source Coordinator(s), detailed step-by-step procedures have been established for producing all required Service Point reports. This allows for continued monitoring of data integrity and ensures that case manager input is current, should the Coordinator be unavailable to complete the reports.

Management Review – The Best Single Source Coordinator will provide a monthly report to Caritas' Associate Director of Best Single Source Plus & Evaluations and the Director of Housing Services outlining all reports generated for the month, and will meet regularly to discuss program issues.

Management Feedback – Regular Program Manager meetings provide an opportunity for managers at each of the participating agencies to share results of the program, as well as obtain guidance and make decisions regarding the program processes and procedures. Program Managers can also discuss emerging trends, explore effective strategies and engage in problem-solving.

Timeline for Quarterly Report quality assurance - On the fifth day of the month following the end of a quarter, data is extracted from the Service Point system.

- Data will be checked by the Best Single Source Coordinator for each output and outcome to ensure data quality.
- A draft report is submitted to the Associate Director of Best Single Source Plus & Evaluations and the Director of Housing Services no later than the 10th of the month.
- Necessary changes are made to the report; and it is finalized and submitted to the funders no later than the 15th of the month.

Date prepared: 3/1/2012

FORM #4: PROGRAM BUDGET

for 2012 Social Service Contracts funded by Travis County

Agency: Caritas of Austin

Program: **Best Single Source Plus (BSS+)**

Instructions: Provide whole dollar amounts for each applicable line item. IMPORTANT: DO NOT INCLUDE ANY PROGRAM INCOME.

ON THIS PAGE. Note that the line items with asterisks ** will require prior approval - Refer to your Contract Language.

IMPORTANT: All \$ amounts must be whole dollars only (no cents)

PERSONNEL	Requested COUNTY Amount	Amount Funded by ALL OTHER Sources	* TOTAL Budget (ALL funding sources)
Administrative Salaries - Regular Time		72,200	72,200
Direct Service Salaries - Regular Time		258,250	258,250
Administrative Salaries Overtime			
Direct Service Salaries - Overtime			
Benefits			
A. SUBTOTALS: PERSONNEL	0	330,450	330,450
OPERATING EXPENSES			
General Operating Expenses		33,750	33,750
Insurance/Bonding			
Audit Expenses <i>(provide details for this line item in the Subcontracted Expenses form)</i>			
Consultants/Contractual <i>(provide details for this line item in the Subcontracted Expenses form)</i>		374,625	374,625
Staff Travel - within Travis County			
Conferences/Seminars/Training - within Travis County			
** Staff Travel - out of County			
** Conferences/Seminars - out of County			
B. SUBTOTALS: OPERATING EXPENSES	0	408,375	408,375
DIRECT ASSISTANCE			
Food/Beverage for Clients <i>(NOTE: Alcoholic beverage expenditures are not eligible or allowable)</i>			
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	177,187	1,397,432	1,574,619
Other (specify)	19,688	155,270	174,958
C. SUBTOTALS: DIRECT ASSISTANCE	196,875	1,552,702	1,749,577
EQUIPMENT/CAPITAL OUTLAY			
** (specify equipment)			
D. SUBTOTALS: EQUIPMENT/CAPITAL OUTLAY	0	0	0
GRAND TOTAL (A + B + C + D)	196,875	2,291,527	2,488,402
PERCENT SHARE of Total for Funding Sources:	7.9%	92.1%	100.0%

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FORM # 5: Program Budget Narrative

Date prepared: 03/01/2012

for 2012 Social Service Contracts funded by Travis County

Agency: Caritas of Austin

Program: Best Single Source Plus (BSS+)

Instructions: Add details below (not to exceed 20 words per line item) to justify proposed expenses from your Program Budget form. DO NOT INCLUDE ANY DOLLAR AMOUNTS OR PERCENTAGES ON THIS PAGE. Delete the examples below and replace them with your narrative.

PERSONNEL	NARRATIVE
Salaries - Regular time	<i>Do not provide staff detail here- use Total Program Staff Positions and Time form #5 instead</i>
Salaries – Overtime	
Benefits	
OPERATING EXPENSES	
General Operating Expenses	
Insurance/Bonding	
Audit Expenses	
Consultants/Contractual	<i>Do not provide detail here- use Subcontracted Expenses form #8</i>
Staff Travel	
Conferences/Seminars/Trng	
** Staff Travel - <u>out of County</u>	
** Conferences/Seminars/Trng. – <u>out of County</u>	
DIRECT ASSISTANCE	
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	Rent/utility assistance, deposits, rent/utility debt, etc. on behalf of clients.
Other (specify)	Household furniture, ID, medical, transportation, employment, repairs, moving costs, and other types of assistance.
EQUIPMENT/CAPITAL OUTLAY	
** (Specify)	Please refer to contract for capital outlay/equipment guidelines.

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** These line items require prior approval – Refer to your Contract Language.

Form # 6: Total Program Staff Positions & Time
for 2012 Social Service Contracts funded by Travis County

Date prepared: 03/15/2012

Agency: Caritas of Austin

Program: Best Single Source Plus (BSS+)

TOTAL PROGRAM STAFF: INDIVIDUAL POSITIONS & TIME ASSIGNED

AGENCY: List below all program staff individually by their position titles only (do not include their names), indicate whether each is direct service staff or administrative staff and indicate the percentage of their total time which is assigned to this specific program. **IMPORTANT: If two or more staff members with the same position title work on this program, be sure to list each position separately, with their individual percentages of total time for this program.**

List ALL Program Positions Individually by Titles	Percent of Time for this Program
Chief Financial Officer	15%
Grants Manager	5%
Senior Accountant	5%
Staff Accountant	5%
Senior Finance Associate	10%
Finance Associate	50%
Case Manager #1	100%
Case Manager #2	100%
Case Manager #3	100%
Case Manager #4	100%
Case Manager #5	100%
Case Manager #6	100%
Program Coordinator	100%
Screening and Assessment Specialist	100%
Housing Locator	100%
No BSS+ staff positions are funded through TCHHSD.	

FORM # 7: PROGRAM FUNDING SUMMARY

Date prepared: **3/1/2012**

for 2012 Social Service Contracts funded by Travis County

Agency Name: Caritas of Austin	Program Name: Best Single Source Plus (BSS+)
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Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
Travis County	Social Service Contract (Travis County prgm. budget)	4/1/2012 -12/31-2012	\$196,875
Travis County			
Travis County			
City of Austin	Social Service Contract (City of Austin prgm. budget)	04/01/2012 - 12/31/2012	\$2,291,527
City of Austin			
City of Austin			
Federal			
Federal			
State			
State			
United Way			
Contributions			
Program Income/ Fees			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
		TOTAL PROGRAM FUNDING:	\$2,488,402

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Date Report was Generated: 11/2/2011

To assist you in completing this form, the red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested.

Type	Performance Measure	Calculation Method	What is the Data Source for this Measure?	Notes	Who Produces this Measure
OUTPUT MEASURES:					
Output #1	Number of unduplicated clients served	A ServicePoint report lists all unduplicated clients served during the reporting period. Clients will be counted in the month they entered the program.	ServicePoint	In 2012, there will be no carry over numbers from prior quarters. Note: A client must wait one year from program exit date to re-enroll in program. This client is then considered a new client and not a duplicated client. Unduplicated clients = total # of individuals in the household counted (includes one-time financial assistance AND comprehensive case managed households)	BSS Coordinator
Output #2	Number of unduplicated households receiving one-time financial assistance	A ServicePoint report lists all unduplicated households provided with one-time financial assistance during the reporting period. Households will be counted in the quarter they received financial assistance.	ServicePoint	In 2012, there will be no carry over numbers from prior quarters. Households who received one-time financial assistance and then transitioned to receive comprehensive case management should be counted once in Output #2 and once in Output #3; households are unduplicated within Output measures but may be duplicated across Output measures if they receive more than one type of service.	BSS Coordinator
Output #3	Number of unduplicated households receiving comprehensive case management	A ServicePoint report lists all unduplicated housing stability case managed households served during the reporting period. Households will be counted in the quarter they entered the program.	ServicePoint	In 2012, there will be no carry over numbers from prior quarters.	BSS Coordinator
Output #4	Number of unduplicated households receiving homeless prevention services	A ServicePoint report lists all unduplicated comprehensive case managed households served during the reporting period that received homeless prevention services.	ServicePoint	Homeless prevention services are for households who are at-risk of homelessness when entering the program. This measure only includes households receiving comprehensive case management.	BSS Coordinator
Output #5	Number of unduplicated households receiving rapid rehousing services	A ServicePoint report lists all unduplicated comprehensive case managed households served during the reporting period that received rapid rehousing services.	ServicePoint	Rapid rehousing services are for households who are homeless when entering the program. This measure only includes households receiving comprehensive case management.	BSS Coordinator
Output #6	Number of unduplicated households who complete 1-3 months of comprehensive case management	A ServicePoint report lists unduplicated households served in a reporting period and indicates if that household exited case management services during the reporting period and received 1-3 months of comprehensive case management.	ServicePoint	This measure only includes households receiving comprehensive case management.	BSS Coordinator
Output #7	Number of unduplicated households who complete 4-6 months of comprehensive case management	A ServicePoint report lists unduplicated households served in a reporting period and indicates if that household exited case management services during the reporting period and received 4-6 months of comprehensive case management.	ServicePoint	This measure only includes households receiving comprehensive case management.	BSS Coordinator
Output #8	Number of unduplicated households who complete 7 months or more of comprehensive case management	A ServicePoint report lists unduplicated households served in a reporting period and indicates if that household exited case management services during the reporting period and received 7 months or more of comprehensive case management.	ServicePoint	This measure only includes households receiving ongoing comprehensive case management.	BSS Coordinator
OUTCOME MEASURES:					
Outcome #1a (numerator)	Number of unduplicated households that exited the program and achieved housing stability	A ServicePoint report lists all unduplicated households who achieved housing stability at program exit.	ServicePoint	Housing stability is defined by a Housing Stability Assessment designed to review four areas of the clients housing situation: Predictable, Affordable, Sustainable, Safe. This tool will be used at time of program entry, exit, and 6 month follow-up to gauge housing stability.	BSS Coordinator
Outcome #1b (denominator)	Number of unduplicated households that exited the program	A ServicePoint report lists all unduplicated households who exited the program during the reporting period.	ServicePoint	This count should equal the sum of Output #6, Output #7, and Output #8.	BSS Coordinator
Outcome Rate #1c	Percentage of unduplicated households that exited the program and achieved housing stability	Outcome #1a divided by Outcome #1b	ServicePoint		BSS Coordinator
Outcome #2a (numerator)	Number of unduplicated households served that achieved housing stability and remained in stable housing for six months after exit	Follow-up will be conducted with households six months after program exit date to determine if they have had a break in stable housing during the six month period after exit.	ServicePoint	Housing stability is defined by a Housing Stability Assessment designed to review four areas of the clients housing situation: Predictable, Affordable, Sustainable, Safe. This tool will be used at time of program entry, exit, and 6 month follow-up to gauge housing stability.	BSS Coordinator
Outcome #2b (denominator)	Number of unduplicated households served that achieved housing stability six months prior	This number will be taken from the result of Outcome #1b from six months (2 quarters) prior.	ServicePoint		BSS Coordinator
Outcome Rate #2c	Percentage of unduplicated households served that achieved housing stability and remained in stable housing for six months after exit	Outcome #2a divided by Outcome #2b	ServicePoint	Three follow up results will be tracked & provided in the report explanation section: number of clients found & stable, number of clients found & not stable, number of clients not found.	BSS Coordinator
DEMOGRAPHIC AND ZIP CODE REPORT					
Gender, Race, and Ethnicity	Number of unduplicated clients by their gender, race, and ethnicity	ServicePoint reports	ServicePoint	This count reflects all unduplicated clients reported in Output #1.	BSS Coordinator
Age	Number of unduplicated clients by their age at start of program and grouped into age categories	ServicePoint reports	ServicePoint	This count reflects all unduplicated clients reported in Output #1.	BSS Coordinator
Income Status	Number of unduplicated clients by their income status at start of program and grouped into income categories	ServicePoint reports	ServicePoint	This count reflects income status information for the head of household and will equal the sum of Output #2 and Output #3, unless households received both one-time financial assistance and comprehensive case management.	BSS Coordinator
Zip Code	Number of unduplicated clients by their zip code at start of program	ServicePoint reports	ServicePoint	This count reflects residential zip code information for the head of household and will equal the sum of Output #2 and Output #3, unless households received both one-time financial assistance and comprehensive case management.	BSS Coordinator

INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit
\$500,000 per occurrence for coverage A and B with a
\$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

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

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

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

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

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proponent: _____
County of Proponent: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

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Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
March 14, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
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 Moreira	
Executive Assistant	Anna Guerra	
County Treasurer	Douglas Ortega	
County Auditor	Susan Spillaro, 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	
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	Vacant	
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	

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Purchasing Agent Assistant IVLee Perry
Purchasing Agent Assistant IVJason Walker
Purchasing Agent Assistant IVRichard Villareal
Purchasing Agent Assistant IVPatrick Strittmatter*
Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
Purchasing Agent Assistant IVScott Wilson, CPPB
Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IVGeorge R. Monnat, C.P.M., A.P.P.
Purchasing Agent Assistant IVJohn E. Pena, CTPM
Purchasing Agent Assistant IIIShannon Pleasant, CTPM*
Purchasing Agent Assistant IIIDavid Walch
Purchasing Agent Assistant IIIMichael Long, CPPB
Purchasing Agent Assistant IIIElizabeth Corey, C.P.M.
Purchasing Agent Assistant IIIRosalinda Garcia
Purchasing Agent Assistant IIILoren Breland, CPPB
Purchasing Agent Assistant IIINancy Barchus, CPPB
Purchasing Agent Assistant IIIJesse Herrera, CTP, CTPM, CTCM*
Purchasing Agent Assistant II.....C.W. Bruner, CTP
HUB Coordinator.....Sylvia Lopez
HUB SpecialistBetty Chapa
HUB SpecialistJerome Guerrero
Purchasing Business AnalystScott Worthington
Purchasing Business AnalystJennifer Francis

FORMER EMPLOYEES

Position Held	Name of Individual	Holding Office Position	Date of Expiration
Purchasing Agent Assistant IV	Oran Jones	CPB	07/31/12
County Executive, Planning & Budget	Rodney Rhodes		08/19/12
Purchasing Agent Assistant IV	Isana Gonzalez		12/16/12
Director, Health Services Division	Ben Devoe		03/09/13

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