



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: Christy Moffett / 854-3460

Elected/Appointed Official/Dept. Head:

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on items related the Program Year 2011 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant provided by HUD:

- A. Receive a summary of the annual performance report;
- B. Approve the draft of the Program Year 2011 Consolidated Annual Performance Evaluation Report to post for public comment.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the federal government, through the U.S Department of Housing and Urban Development (HUD), sponsors the Community Development Block Grant (CDBG), a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing, a suitable living environment, and by expanding economic opportunities for low and moderate income persons. Since 2006, Travis County has received CDBG funds from HUD on an annual basis. As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER describes the County's CDBG housing and community development activities as well as the County's overall housing and

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.

community development efforts. This year's CAPER corresponds to activities conducted during the 2011 program year spanning October 1, 2011 to September 30, 2012.

Please see the attached draft of the CAPER and a PowerPoint presentation for a summary of the 2011 program year.

On October 30, 2012, the Travis County Commissioners Court approved a 15-day public comment period spanning from November 30, 2012, through December 14, 2012, as well as a public hearing on December 4, 2012. Notice of the comment period and public hearing was provided in newspapers of general circulation, through postal and electronic mailings, on the County's website, Facebook, Twitter and the seven Travis County Community Centers.

Final approval of the CAPER by the Travis County Commissioners Court is anticipated to occur on December 18. The CAPER is due to HUD no later than December 30, 2012.

STAFF RECOMMENDATIONS:

Staff recommends approval of the attached draft of the PY 2011 CAPER for public comment.

ISSUES AND OPPORTUNITIES:

When HUD awards CDBG funds to cities and counties, there is a mandate for CDBG entitlements to address the County's housing, economic and community development needs of the low to- moderate income population. Given that often times the CDBG resources provided are limited, entitlements are expected to work in collaboration with other local funds to tackle the multiple community needs and ensure CDBG funds fall within the jurisdiction's broader efforts. This is the reason why the CAPER documents both CDBG projects as well as the County's efforts as a whole in the relevant areas.

As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities "in a timely manner". HUD conducts an analysis of each entitlement's timeliness of spending 10 months into each grant year. The threshold for compliance with timeliness is having no more than 1.5 times the current year's allocation unspent. In PY11, Travis County's timeliness

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ratio was 2.38 for its August 2011 timeliness test. The Program has submitted a work out plan that demonstrates compliance by next year, which HUD has been approved. At the end of the program year, the ratio was 2.21.

During PY11, spending occurred in 5 different projects benefitting 592 people and progress was made in moving forward with the remaining two. Of the funds available to the five activities, \$307,359.59 was spent, per HUD's data management system called IDIS and more than \$308,000 was leveraged. This does not include the dollars spent on the CDBG-R project.

The CAPER also outlines the completion of the Plainview Estates project which was funded by CDBG-Recovery Act funds. The project provided connections to 20 homes benefitting 66 low to moderate income people. 92% of the funds were spent. Left over funds were not significant enough to complete another project and will be returned to the Treasury.

The reports in Attachment C of the CAPER include data from HUD's database. Due to the length of these reports, they will only be included in the final CAPER with the exception of the CDBG Financial Summary Report.

In addition, the County's fiscal year has not closed at the time of this draft report; therefore, all General Fund references will be updated in the final report.

FISCAL IMPACT AND SOURCE OF FUNDING:

No budget impacts are anticipated by this item.

REQUIRED AUTHORIZATIONS:

None.

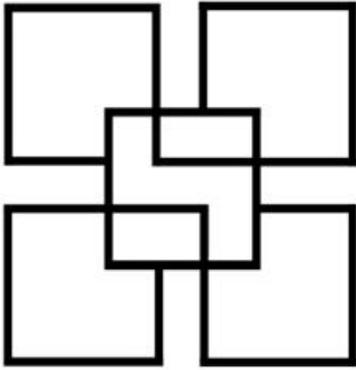
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PY 2011

TRAVIS COUNTY CDBG

PY11 CONSOLIDATED
ANNUAL PERFORMANCE
EVALUATION REPORT

10.1.2011 TO 9.30.2012



TRAVIS COUNTY, TX ACTION PLAN

Prepared by:

Travis County Health and Human Services & Veterans Service
CDBG Office

County Executive

Sherri E. Fleming

CDBG Office

Christy Copeland Moffett

Martha Brown

Morgan Chee

Travis County Auditor's Office

Janice Cohoon

Travis County Transportation and Natural Resources

Lee Turner

Acknowledgements

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Health and Human Services and Veterans Service Staff

Courtney Bissonnet Lucas

LaDonna Brazell

Judy Cortez

San Juana Gonzales

Jane Prince-Maclean

Lisa Sindermann

Jill Smith

Travis County Housing Services

Lance Pearson

Travis County Housing Authority

Craig Alter

Travis County Housing Finance Corporation

Andrea Shields

Questions or Comments?

For questions or for more information, please contact the CDBG Office at cdbg@co.travis.tx.us.

TRAVIS COUNTY, TX

COMMISSIONERS COURT

Samuel T. Biscoe
Travis County Judge

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County Commissioner,
Precinct Two

Ron Davis
County Commissioner,
Precinct One

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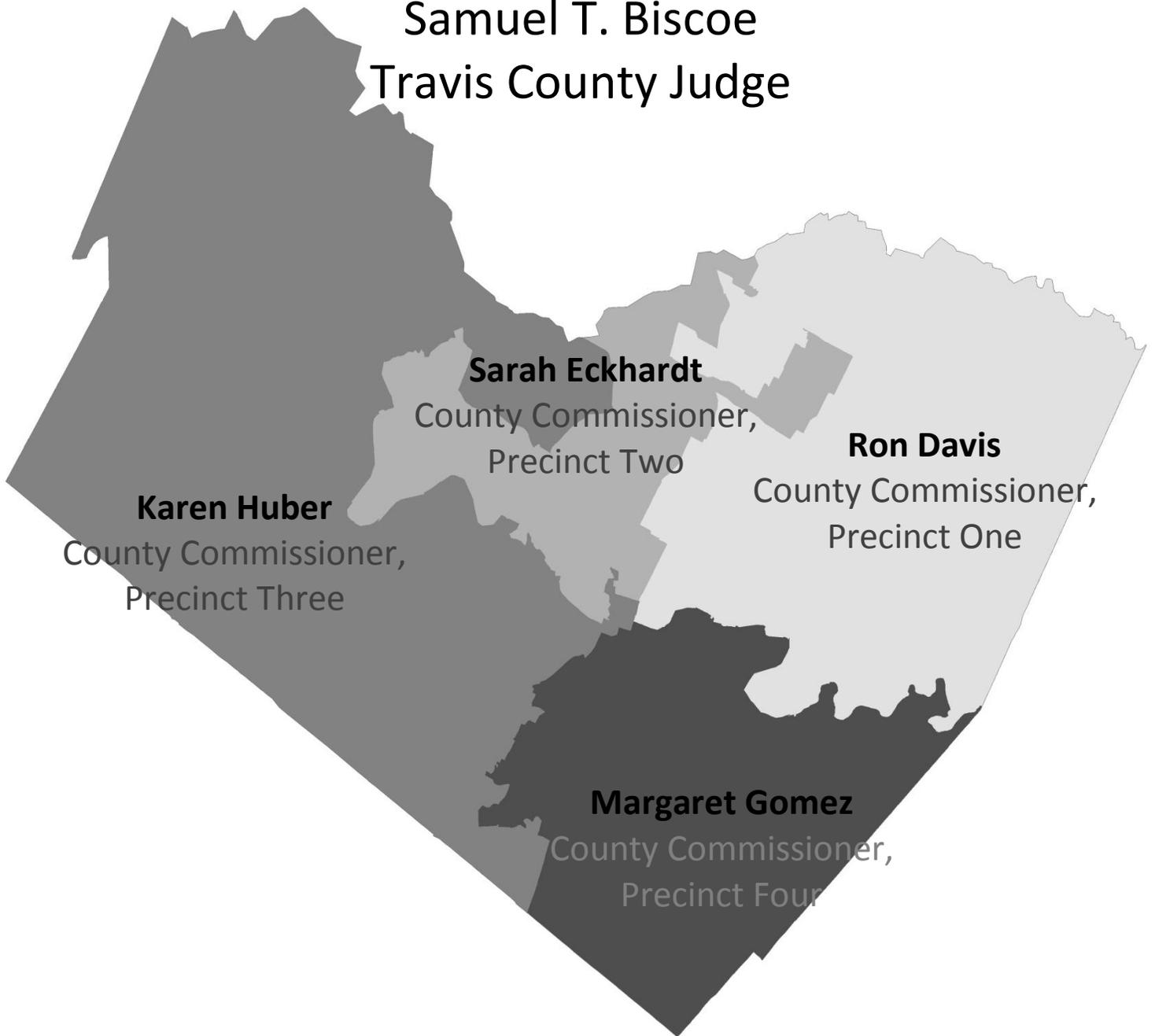


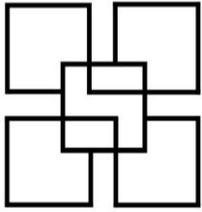
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ACRONYMS

Throughout this report, the reader will note the following acronyms:

ADA	Americans with Disabilities Act
AI	Analysis of Impediments to Fair Housing Choice
AP	Action Plan
CAPER	Consolidated Annual Performance Evaluation Report
CDBG	Community Development Block Grant
CFR	Code of Federal Regulation
Con-Plan	Consolidated Plan (governs CDBG Programs)
CPD	Community Planning and Development (part of HUD)
CPP	Citizen Participation Plan
EA	Environmental Assessment
ESG	Emergency Shelter Grant
FHA	Federal Housing Administration (part of HUD)
FSS	Family Support Services (a Travis County Social Service Program)
FTEs	Full Time Equivalents
HACT	Housing Authority of Travis County
HHS/VS	Travis County Department of Health & Human Service and Veteran Services
HOME	HOME Investment Partnership Program (HUD's Program)
HOPWA	Housing Opportunities for Persons with AIDS (HUD's Program)
the	Accounting Software used by Travis County
HUD	United States Department of Housing and Urban Development
IDIS	Integrated Disbursement Information System (HUD's Financial Management System))
LMA	Low Mod Area of Benefit
LMC	Low Mod Clientele
LMH	Low Mod Housing
LMI	Low- and Moderate-Income (80% or below median household income)
LMJ	Low Mod Jobs
MFI	Median Family Income
OMB	Office of Management and Budget
PY	Program Year
PY11	Program Year 2011
RFP	Request for Proposals
RFQ	Request for Qualifications
RFS	Request for Services
TC	Travis County
TCHFC	Travis County Housing Finance Corporation
TxDOT	Texas Department of Transportation
TNR	Travis County Department of Transportation and Natural Resources
URA	Uniform Relocation Act



INTRODUCTION

The Community Development Block Grant (CDBG) initiative is a federal grant program administered by the U.S. Department of Housing and Urban Development (HUD). The program provides annual grants to cities and counties to carry out a variety of community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services.

Based on its population, in 2006, Travis County qualified as an urban county, a federal designation which afforded the County the opportunity to apply for CDBG funds. That year, Travis County applied for and received CDBG funds for the first time and has continued to receive funding for the past six years. The County's annual allocation is based on a HUD-designed formula that takes into account the county's population size, poverty rate, housing overcrowding, and age of housing.

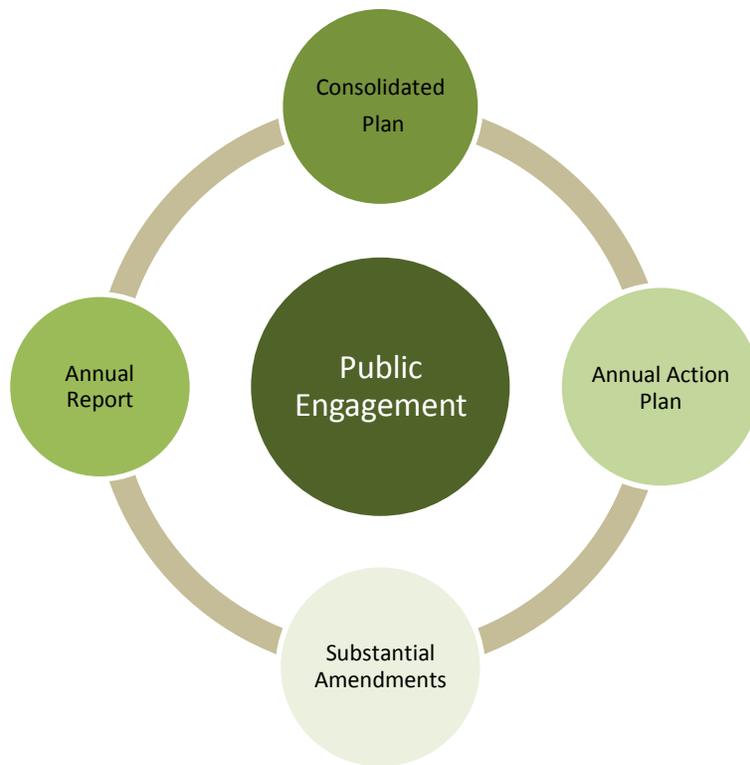
Usage of CDBG funds must meet a variety of parameters set nationally by HUD and locally by the County. Federal regulation requires that a minimum of 70% of the CDBG funds focus on projects for low- to moderate-income residents. Additionally, Travis County's allocation specifically targets residents living in the unincorporated areas of the county and to be eligible, the activities must meet one of the following HUD national objectives:

- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; or
- Address other community development needs that present a serious and immediate threat to the health and welfare of the community.

The administration of the CDBG program follows a cycle that includes the drafting of a Consolidated Plan (Con-Plan), an Action Plan (AP), and a Consolidated Annual Evaluation and Performance Report (CAPER). The current Con-Plan identifies the County's community and housing needs and outlines the strategies to address those needs over a three-year period. The Action Plan defines the specific activities to be undertaken during each program year (PY) to address the priorities established in the Con-Plan. The CAPER is conducted annually to assess yearly accomplishments.

The following figure is a simplified visual representation of the CDBG cycle. As shown, citizen participation has a central role in setting the priorities to be addressed and defining projects to tackle identified needs.

Figure 1: CDBG Cycle



The Travis County Health and Human Services & Veterans Service Department (HHS/VS) is the lead agency designated by the County for the grant administration of the CDBG program and the single point of contact with HUD.

EXECUTIVE SUMMARY

As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER).

Specifically, the CAPER describes the County’s CDBG housing and community development activities as well the County’s overall housing and community development efforts. This specific document corresponds to activities conducted during Program Year 2011 (PY11) spanning October 1, 2011 to September 30, 2012.

The CAPER is written to provide HUD with required CDBG information and provide the public an update of the progress made in this initiative. As a result of serving two audiences, the report follows the federal reporting requirements while also presenting information in a format meant to be easily understood by County departments, service providers and residents. The report includes specific outcome performance measures as delineated by HUD’s 2005 Community Planning and Development Outcome Performance Measurement System.

Summary of Resources and Distribution of Funds

The Program Year 2011 Action Plan detailed the proposed use of program funds for a single fiscal year from October 1, 2011 through September 30, 2012. PY11 allocated funds were used along with remaining funds from prior years. The following table represents use of funds for PY 2011 by project, including reallocated and unexpended funds from previous years, benefit in PY11 and status.

The following table presents a list of the projects implemented in PY11.

Figure 2: Progress of CDBG Projects as of September 30, 2012						
Activities	Expected Benefit/Served in PY11	Budgeted PY 11 Funds	Prior Year funds available for PY11 (includes substantial amendments)	Amount Spent in Prior Years	Amount Spent in PY11	Status
Production of New Owner Housing Units Via land acquisition and infrastructure development	31/2 Housing Units	\$0	\$4	\$1,062,544.90	\$0	Continuing: Property acquired October 2010 & July 2011. Two houses are complete and occupied. The remaining houses are scheduled to be completed in 2014.

Activities	Expected Benefit/ Served in PY11	Budgeted PY 11 Funds	Prior Year funds available for PY11 (includes substantial amendments)	Amount Spent in Prior Years	Amount Spent in PY11	Status
Homeowner Rehabilitation Minor home repair up to \$24,999	35/0 Housing Units	\$368,636	\$464,071.96	\$0	\$0	Continuing: A Request-for-Services (RFS) to hire a subrecipient to administer the program is complete and was released in October 2012. The program is scheduled to begin by January 2013.
Homebuyer Assistance: Direct Homeownership Assistance through Down Payment Assistance and Shared Appreciation Gap Financing	63/0	\$0	\$794,945	\$0	\$0	Continuing: A subrecipient was identified and a contract executed in September 2012. The program will launch in the first quarter of PY12.
Street Improvements: Lake Oak Estates	126/0	\$145,000	\$0	\$0	\$54,192.80	Continuing: This is a phased project. During PY11, a design consultant was selected, and at close of year design services and environmental review were underway.
Street Improvements: Lava Lane	N/A (see note)	\$0	\$10,552.19	\$	\$10,552.19	Completed: This project was completed in PY10 and reported as final in the PY10 CAPER. This was a straggler invoice that was paid in PY11.
Public Services, Other: Family Support Services (FFS) Social Work Services Expansion –Travis County HHS/VS Program	500/391	\$118,500	\$0	\$0	\$89,468.77	Completed 09/30/12
Administration & Planning: CDBG	N/A	\$158,000	\$0	\$0	\$153,145.83	Completed 09/30/12
Total		\$790,136	\$1,259,020.96	\$1,062,544.90	\$307,359.59	

CDBG Recovery Act funds were available to spend in PY11. The funds were required to be spent by September 30, 2012. Figure 3 shows the final year of expenses for the project.

Figure 3: Progress of CDBG-R Project as of September 30, 2012

Activities	Expected Benefit/ Served in PY11	CDBG-R Funds	Amount Available in PY11	Amount Spent in Prior Years	Amount Spent in PY11	Status
Home Rehabilitation Water Connections for Plainview Estates	39/20 Housing Units	\$226,300	\$142,201.84	\$84,098.16	\$117,692	Completed: All properties that were income eligible and wanted a connection were connected.
Total		\$226,300	\$142,201.84	\$84,098.16	\$117,692	

Timely Spending of Funds

As part of the mandate from Congress to administer the CDBG program, each year HUD determines whether each CDBG entitlement is carrying out its activities “in a timely manner.” HUD conducts an analysis of each entitlement’s timeliness of spending 10 months into each grant year. For Travis County, occurs every August. The threshold for compliance with timeliness is having no more than 1.5 times the current year’s allocation unspent. The Program did not achieve timeliness with a ratio of 2.38 for its August 2011 timeliness test. The Program has submitted a work out plan that demonstrates compliance by next year, to HUD which has been approved.

Public Participation

During PY11, the public had ample opportunity to participate in the development of the PY12 Action Plan. During the months of February and March 2012, the public had an opportunity to identify the needs of the unincorporated areas by:

- 1) Attending one of five public hearings,
- 2) Turning in a Participation Form, or
- 3) Turning in a Project Proposal form.

Public Hearings and Participation Forms

The purpose of the hearings and participation forms was to obtain the public’s input on the community development, housing, and public service needs, as well as potential project ideas to address those

needs. The first hearing, held at the Travis County Commissioners Court (TCCC), followed a traditional hearing format, while those held in each of the precincts had an information session followed by facilitated discussion. The hearings were held according to the following schedule:

Figure 4: Locations and Dates of Public Hearings Held to Collect Information for the PY12 Action Plan

Locations of Hearings		Dates/Times of Public hearings
Community-Wide Hearing	Travis County Commissioners Court, Granger Building	Tuesday, February 21, 2012 9:00 am
Precinct 1	Eastside Service Center	Wednesday, February 22, 2012 6:30 pm
Precinct 2	Steiner Ranch Community Center	Saturday, February 25, 2012 9:00 am
Precinct 3	West Rural Community Center, Oak Hill	Monday, February 27, 2012 6:30 pm
Precinct 4	South Rural Community Center, Del Valle	Thursday, February 23, 2012 6:30 pm

The public that could not participate in public hearings had the choice of providing their input by filling out a Participation Form or a Project Proposal Form. These forms were provided to interested parties upon request and were available in both English and Spanish on the Travis County CDBG website.

Every year during the development of the Annual Action Plan, a 30-day public comment period is held to receive comments on the proposed uses of CDBG funds. The comment period includes two public hearings held at the Travis County Commissioners Court. For the development of the PY12 Action Plan the 30-day public comment period was held from June 18, 2012 to July 17, 2012 and the two public hearings occurred on June 26, 2012 and July 10, 2012.

The public comment period was advertised on the County’s website and in newspapers of general circulation during the week of May 28th. In addition, notifications by mail and e-mail were sent to service providers, to citizens who attended public hearings in the past, to the community liaison departments of school districts, and to neighborhood associations. The announcements were available in English and Spanish.

In addition, as part of the development of the Analysis of Impediments to Fair Housing Choice (AI), public meetings were held at two separate sites on consecutive evenings to solicit comment on fair housing issues. The meetings were held on June 12, 2012 at the Oak Hill Community Center and on June 13, 2012 at the Del Valle Community Center. Public notices announcing the meeting were

distributed in English and Spanish among social service providers and posted in well-trafficked public locations. Translators were available at both meetings.

RECOVERY ACT FUNDS

The American Recovery and Reinvestment Act of 2009 ("Recovery Act") was signed into law by President Obama on February 17, 2009. The Recovery Act awards \$1 billion in CDBG Recovery (CDBG-R) funds to be distributed to cities, counties, insular areas and states, of which \$10 million has been reserved by the U.S. Department of Housing (HUD) for its administrative costs and \$10 million of which will be awarded to Indian tribes. Recipients of the remaining \$980 million of CDBG-R funds were the approximately 1,200 jurisdictions that received CDBG funding in Fiscal Year 2008.

Travis County, as an entitlement jurisdiction that received CDBG funding in Fiscal Year 2008, qualified to apply for \$226,300 in CDBG-R funds. As is the case with the regular CDBG funds, these funds must benefit Travis County low- to moderate-income residents who live in the unincorporated areas of the county.

One project was selected. The Plainview Estates Water Connection project assisted low to moderate income residents connect to a permanent water source. During PY 2011, the CDBG-R project was completed and assisted 20 homes connect to water.

SUBSTANTIAL AMENDMENTS

When any changes are made to projects, CDBG staff must analyze whether or not a substantial amendment needs to occur. According to Travis County's Citizen Participation Plan as required by HUD rules, a substantial amendment is required if any of the changes represent 1) a change in the location or beneficiaries of a project proposed under the Consolidated Plan or Action Plan, 2) a change in the scope of the project by more than 25%, or 3) a change in the funding of a new project that was not originally subject.

In PY11, Travis County made substantial amendments to PY06, PY08, PY09, and PY10, and to the 2011-2013 Consolidated Plan. The public comment period and public hearings for the Substantial Amendments coincided with public comment for the PY12 Action Plan. The amendments were approved by TCCC on August 7, 2012.

Amendment to PY06, PY08, PY09, and PY10 Action Plans: Project Savings

Over the last five years, several projects had cost savings and those funds were reallocated to another purpose. The chart below summarizes the project savings. Project savings is defined as funds available after a project’s completion.

Figure 5: Project Savings	
Original Project	Project Savings
PY06 Lava Lane	\$423.86
PY10 Lava Lane	\$129,685.02
PY09 Administration and Planning	\$1,106.23
PY10 Administration and Planning	\$28,593.65
PY10 Social Work Expansion	\$3,920.52
PY08 Land Acquisition – Phase 2	\$2,355.68
PY09 Land Acquisition – Phase 2	\$29,751.00
PY09 YFAC Flex Fund	\$32,100.00
TOTAL	\$227,935.96

Amendment to PY09 Action Plan: Deletion of Youth and Family Assessment Center (YFAC) Flex Fund Expansion Project

The YFAC program is an internal Travis County HHS/VS program that assists high-risk children by improving their school performance and preventing them from falling into the juvenile justice system, through traditional services such as therapy and nontraditional services like parent coaching. In the PY09 Action Plan, an expansion of the program was approved as a CDBG project with \$32,100 in funds. This project was not implemented. Given the relatively small amount of funding for this project, other CDBG projects with larger funding amounts were given higher priority to ensure for timely spending of funds. Additionally, this project represents an expansion of an existing program that is funded through General Funds, so clients are currently able to access these services in other ways and deletion of the

CDBG funds did not impact service provision. Because other projects better meet the strategic goals for the CDBG program, this project was deleted from PY09 Action Plan and the funds reprogrammed.

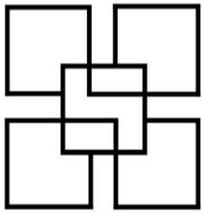
Reallocation of Funds

The project savings in the PY06-PY10 Action Plans and the funds from the deletion of the above mentioned public service project were reallocated to Owner Occupied Home Rehabilitation.

Amendment to the PY2011-2013 Consolidated Plan

Every three years, urban counties receiving CDBG funds must re-affirm their urban county entitlement status. In PY10, Travis County renewed its status for 2012-2014. As part of the qualification process, Travis County chose to invite non-entitlement cities and villages to participate in the Travis County CDBG program. The Village of Webberville elected to join the Urban County, and a Cooperative Agreement was approved by TCCC in July 2011. Beginning in PY2012 the Village of Webberville will be part of the CDBG Program service area.

The addition of the Village of Webberville does not change the analysis of community needs or the identification of strategic directions for PY2011-2013. This amendment acknowledges the inclusion of the Village of Webberville and the eligibility of projects to be located there.



GENERAL QUESTIONS

STATUS OF PROJECTS

PROJECT 1:

OWNER HOUSING – PRODUCTION OF NEW UNITS

Activity: Land Acquisition

IDIS Activity Numbers: 7 for PY06, 10 for PY07, 26 for PY08, and 33 for PY10



Dedication of first house for the project



Dedication of second house for the project

Project Description

Parcels or one large tract of land in unincorporated Travis County were acquired to build affordable single-family housing of which 17 units will be dedicated to low-income families (25-50% Median Family Income) and 14 units will be dedicated to moderate-income families (up to 80% Median Family Income). Financing for the lots is available to homeowners as a 10-year forgivable loan. Single-family housing is defined as a one- to four-family residence. Public hearings were held to inform the public of the location(s) prior to the purchase of the land.

Austin Habitat for Humanity, a local nonprofit, will secure funding for the construction of homes on the acquired property. Thirty-one units of affordable housing will be created. The number of individuals impacted will vary depending upon the families selected for the housing units.

Project Status and Progress to Date

- ◆ Two houses were completed during PY11 and are currently occupied.

Activity	Con-Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 11	Total CDBG funds Expended	Amended Goal/ Actual
Owner Housing	High	CDBG Private	Prior Years: \$1,062,548.90	\$282,342	\$0	\$1,062,544.90	31/2 Housing Units

Performance Measure

Affordability for the purpose of creating decent housing.

PROJECT 2:

HOMEOWNER REHABILITATION

Activity: Home Repair

IDIS Activity Numbers: 16 for PY08, 21 for PY09, and 36 for PY11

Project Description

This project will fund home repair and weatherization services to low- and moderate-income homeowners in the unincorporated areas of Travis County. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes. Services will be provided by a nonprofit, designated subrecipient and identified through a formal application process in which it demonstrates the ability to provide services and adhere to federal guidelines. The program will target households at or below 80 percent of the median family income. A maximum of \$24,999 of CDBG assistance per year will be provided to a homebuyer for a single home in the form of a 5-year forgivable loan.

Project Status and Progress to Date

- A Tier One environmental was drafted.
- At close of PY11 a Request-for-Services (RFS) to identify a subrecipient for administration of the program is in the final stages of internal Travis County review.
- The project is anticipated to launch in January 2013, and will begin providing service to those who qualify on the waiting list.

Performance Measure

Improving the quality of owner housing.

Activity	Con-Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 11	Total CDBG funds Expended	Amended Goal/ Actual
Home Rehabilitation	High	CDBG	Prior Years*: \$464,071.96 PY11 \$368,636	\$ 0	\$ 0	\$ 0	35/0 Housing Units

* Substantial Amendment in June 2012 reallocated funds from prior year project savings and from deletion of YFAC Flex Fund project.

PROJECT 3:

LAKE OAK ESTATES

Activity: Street Improvements

IDIS Activity Numbers: 35 for PY11

Project Description:

The Lake Oak Estates Neighborhood completed a primary survey in March 2011 and was identified as a low- to moderate-income area. The roads in the unincorporated areas of Lake Oak Estates do not meet Travis County standards; therefore, the substandard roads cannot be accepted into the Travis County road maintenance program.



Facing Northwest on Holly Lane



Facing Southeast on Bowling Lane

The street improvement scope of work may include, but is not limited to: 1) design services, 2) land surveying services, 3) geo-technical services, 4) drainage design services, 5) utility location and relocation coordination services, 6) environmental review and related regulatory permits, 7) acquisition of right-of-way and easements, and 8) construction.

The project will take place in three phases and include the improvement to sections of Cavalier Canyon Drive, Bowling Lane, Covenant Canyon Trail, Holly Lane and related cross streets. The first phase, funded with PY11 grant funds, included: 1) design services, 2) land surveying services, 3) geo-technical services, 4) drainage design services, 5) utility location and relocation coordination services, 6)

environmental review and related regulatory permits, and 7) project management time. The improvements impact 126 people, of which, 85.7% are considered low to moderate income based on the primary survey.

Project Status and Progress to Date

- A Request-for-Qualifications (RFQ) process took place in PY11 and an Architectural and Engineering firm was selected to administer the design phase of the program.
- In July of 2011 a Notice to Proceed was issued to the chosen firm.
- At close of PY11, design is underway.
- At close of PY11, draft environmental report has been completed and is awaiting Travis County review.

Performance Measure

Accessibility for the purpose of creating a suitable living environment.

Activity	Con-Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 11	Total CDBG Funds Expended	Goal/ Actual
Street Improvements	High	CDBG	PY11: \$145,000	NA	\$54,192.80	\$54,192.80	126/0 People

PROJECT 4:

HOMEBUYER ASSISTANCE

Activity: Direct Homeownership Assistance through Down Payment Assistance and Shared Appreciation Gap Financing

IDIS Activity Number: 31 for PY09 and 28 for PY10

Project description

In an effort to make housing affordable to “first-time home purchasing” families whose annual household income is at or below 80 percent of the Area Median Income (AMI), the Travis County Affordable Housing Ownership Program will make Shared Appreciation Gap Financing and Down payment Assistance loans available. The project will be administered by a designated subrecipient. All program income will be reinvested into the Homebuyer Assistance program.

Shared Appreciation Gap Financing

Households earning 80% or less of the AMI may obtain up to \$30,000 to reduce the sales price to an amount affordable to the household. Actual assistance amount will be calculated based on actual family need. The loan is a 0% interest, 30-year note with no required annual or monthly payments. Upon resale, refinancing, lease, or other transfer of title, the loan must be repaid in full plus a percentage of the property’s appreciation value.

Down Payment Assistance

Households earning 80 percent or less of the area Median Family Income (MFI) may obtain up to \$8,000 to cover down payment and reasonable closing costs. The loan is a 0% interest, 5-year note with no required annual or monthly payments. The loan is forgiven at a pro-rata rate of 20% for each year of homeownership. The loan is fully forgiven at the end of 5 years. A minimum household investment of \$500 is required.

All households who are interested in receiving financial assistance through the Travis County Affordable Housing Ownership Program are required to participate in a minimum of eight (8) hours of HUD-certified housing counseling.

Project Status and Progress to Date

- A Request-for-Services (RFS) process took place in PY11 and a subrecipient was selected to administer the program.
- The subrecipient contract was approved on September 11, 2012.
- At close of PY11, Travis County and the subrecipient are finalizing all program processes and forms, and the program will begin accepting applications in early PY12.

Performance Measure

Availability for the purpose of creating a suitable living environment.

Activity	Con-Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 11	Total CDBG Funds Expended	Goal/ Actual
Homebuyer Assistance	High	CDBG	Prior Years: \$794,945	N/A	\$0	\$0	63/0 Households

PROJECT 5:

PUBLIC SERVICES, OTHER

Activity: HHS/VS Family Support Services (FFS) Division Social Work Services Expansion

IDIS Activity Number: 34 for PY11

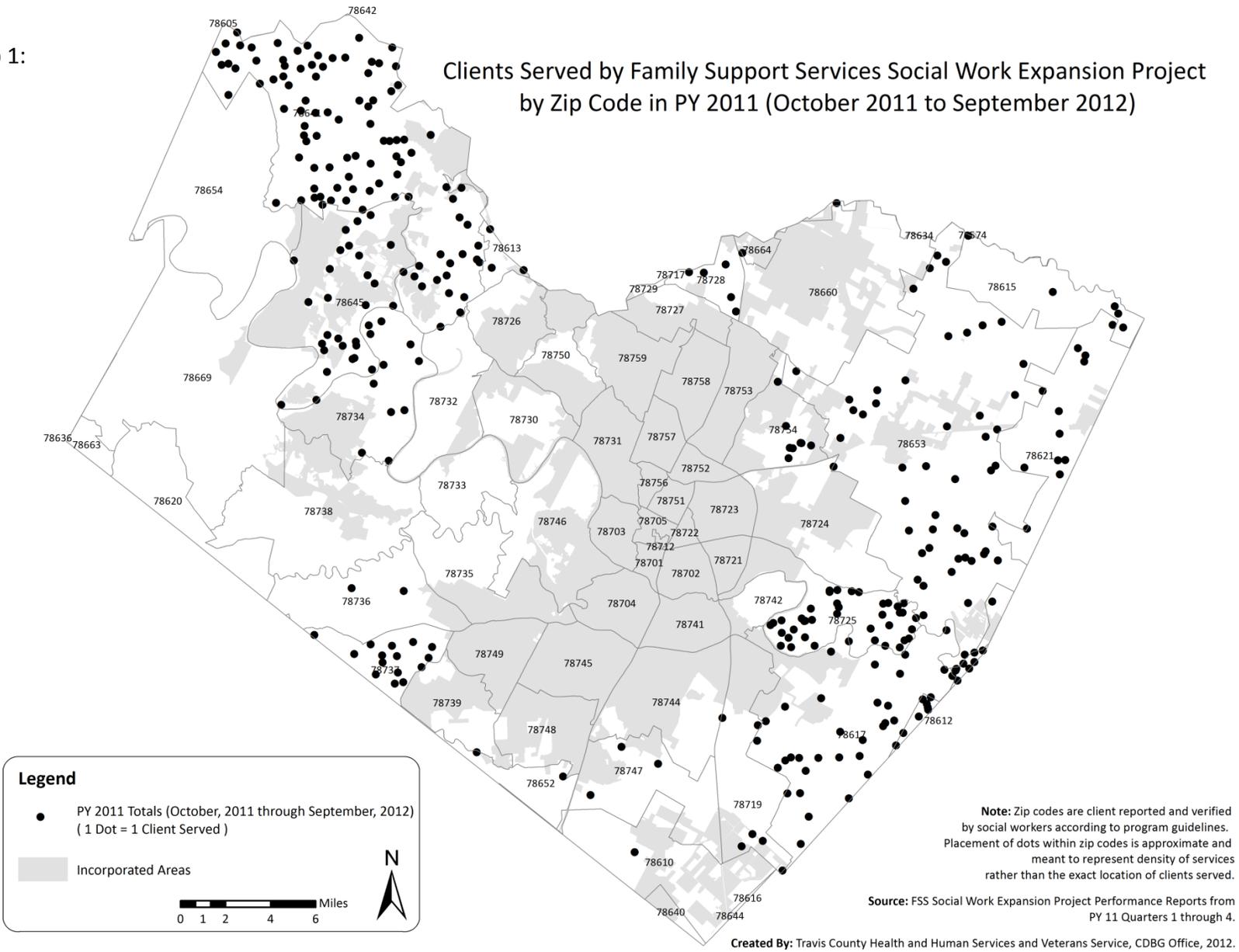
Project Description

This program is an internal Travis County Health and Human Services & Veterans Service (HHS/VS) expansion of existing services. In PY11, the program was redesigned to expand social work services by increasing to the equivalent of one-and-a-half social workers resulting in additional capacity to provide case management, information and referral, non-clinical counseling, crisis intervention, and outreach in all four precincts of the unincorporated areas. The 1.5 full time equivalents (FTEs) partially funded eight social workers who work at a Travis County HHS/VS facility; however, to reduce transportation barriers, the social workers provide the majority of service provision through home visits. Additionally, part of the funds will be used for operating expenses such as items necessary to provide home-based services, and mileage and training, among other related expenses.

Project Status and Progress to Date

- Outreach to a total of 422 agencies, school districts, churches, and neighborhood associations during PY11 to inform community members about the social work services available.
- 391 people benefitted from services provided during PY11. Services included case management, referrals, non-clinical counseling, and crisis intervention.
- 7 clients received assistance through the Youth and Family Assessment Center program.
- 35 clients were assisted with Travis County or State funded rent or utility assistance programs.
- A map is included below to show the number and distribution of clients served by the program in PY11.
- While the program did not meet the anticipated 500 clients, it was Year 1 of a program design change, and the outreach became a key component to gaining access to underserved clients.

Map 1:



Performance Measure

Availability for the purpose of creating a suitable living environment.

Activity	Con-Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 11	Total CDBG Funds Expended	Goal/ Actual
Public Services	High	CDBG	PY11: \$118,500	\$26,650.93*	\$89,468.77	\$89,468.77	500/391 People

*Leveraged funding comes from Travis County General Fund rent and utility assistance, Flexible Youth Funding and State pass through funds for utility and rental assistance.

PROJECT 6:

PLANNING AND ADMINISTRATION

Activity: Administration

IDIS Activity Number: 37 for PY11

Project Description

The funds allocated for administration will pay for the operating expenses associated with the grant including office supplies, training, contracted services, interpreting, membership, and other business related expenses. Additionally, the funds will pay for a portion of the salary for the CDBG Planner and a portion of the salary of a Travis County Department of Transportation and Natural Resources (TNR) Senior Engineer who acts as a project manager for CDBG-funded street and water supply improvement projects. The TNR Senior Engineer also coordinates the preparation of project scopes, eligibility, cost estimates, and project design.

Project Status and Progress to Date

- ◆ During PY11, CDBG staff provided technical assistance to one neighborhood to enable them to conduct a primary survey;
- ◆ Through a Request for Services (RFS) process a consultant was hired to undertake a county-wide Analysis of Impediments to Fair Housing Choice (AI);
- ◆ The first draft of the AI was delivered for County review;
- ◆ Through an RFS process a nonprofit was contracted to administer the Homebuyer Assistance Program and the RFS process for the Home Rehabilitation project was finalized for release;
- ◆ Staff provided significant amounts of technical assistance and training to contractors, internal departments and subrecipients;
- ◆ The PY 10 CAPER and PY12 Action Plan were completed on time;
- ◆ Staff assisted the Research and Planning Department of HHS/VS in drafting two reports: *Travis County Snapshot from the American Community Survey* and an annual *Community Impact Report*;
- ◆ Staff participated in homeless and housing planning through a variety of groups including the steering committee for a regional Opportunity Mapping project, the Continuum of Care Independent Review Team and the Hunger and Homeless Awareness Week Committee.

Performance Measure

N/A

Activity	Con-Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 11	Total CDBG Funds Expended	Goal/ Actual
Planning	High	CDBG Travis County	\$158,000	To be added to the final report*	\$153,145.83	\$153,145.83	N/A

* Leveraged funding is in the form of general fund dollars. The FY12 year has not closed yet at time of publishing the draft. The leveraged funding will be added to the final report after year end close.

CDBG-RECOVERY

The American Recovery and Reinvestment Act of 2009 ("Recovery Act") was signed into law by President Obama on February 17, 2009. The Recovery Act awards \$1 billion in CDBG Recovery (CDBG-R) funds to be distributed to cities, counties, insular areas and states, of which \$10 million has been reserved by the U.S. Department of Housing (HUD) for its administrative costs and \$10 million of which will be awarded to Indian tribes. Recipients of the remaining \$980 million of CDBG-R funds were the approximately 1,200 jurisdictions that received CDBG funding in Fiscal Year 2008.

Travis County, as an entitlement jurisdiction that received CDBG funding in Fiscal Year 2008, qualified to apply for \$226,300 in CDBG-R funds. As is the case with the regular CDBG funds, these funds must benefit Travis County low- to moderate-income residents who live in the unincorporated areas of the county. In addition, the CDBG-R funds must meet at least one of the objectives of the Recovery Act by stimulating the economy through measures that modernize the Nation’s infrastructure, improve energy efficiency, or expand educational opportunities and access to health care.

The application for funds was conducted through a modified Substantial Amendment process in May 2009 and submitted in June 2009.

PROJECT 7:

PLAINVIEW WATER CONNECTION PROJECT

Activity: Home Rehabilitation

IDIS Activity Number: 20 for PY 11

Project Description

This project involves the service connection of approximately 39 houses (approximately 140 individuals) to public water infrastructure for the first time. The homes are located in Plain View Estates, a primarily low- to moderate-income neighborhood located in the unincorporated areas of Eastern Travis County that has experienced water shortages in the residents’ personal wells resulting in some residents having to truck in water. Connections were only provided to income eligible low- to moderate-income homeowners at or below 80% of the Area Median Family Income as defined by HUD.

The project includes design, engineering, surveying, environmental review, construction and related costs for project management and eligibility determination. Work was completed by a design

consultant and construction contractor, and the project was managed by the Travis County Transportation and Natural Resources Department, CDBG Senior Engineer.



American Recovery and Reinvestment Act Sign



South view from Plain View Drive



West view of Plain View Drive

Project Status and Progress to Date

- ◆ During 2011, an Environmental Assessment was completed and certified by the Travis County Commissioners Court and signed by the Travis County Judge.
- ◆ A construction contract was issued to Keystone Construction of Austin, Texas to install the water services lines and connect the houses to the existing water distribution system.
- ◆ 20 households (66 individuals) were approved as income eligible for the project.
- ◆ Of the possible 39 homes to be assisted, 20 were approved for connection. The remaining 19 were already connected, did not want service or did not qualify.
- ◆ Water service is being supplied by SouthWest Water Company.

Activity	Con-Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG-R funds Expended during PY 11	Total CDBG-R Funds Expended	Goal/ Actual
Home Rehabilitation	High	CDBG-R	\$226,300	\$0	\$117,692	\$201,790.16	39 households/20 households

GEOGRAPHIC DISTRIBUTION OF PROJECTS

To date, Travis County has not had any consortium cities participating in the use of CDBG funds; therefore, all services and planning efforts have been focused on the unincorporated areas of the county. In June 2011, the Village of Webberville joined Travis County’s Urban County; therefore, beginning in PY12 the Village of Webberville will be considered part of the CDBG service area.

Travis County’s CDBG program does not have any designated target areas. Refer to the table below for specific descriptions of geographic distribution for each one of the CDBG projects. For a map of the project locations and racial and ethnic concentrations, please refer to the maps below.

Figure 6: Geographic Distribution of Grant Activity for the Program Year 2011

Project	Location/ Census Tract
<ul style="list-style-type: none"> ▪ Production of New Owner Housing Units: via Land acquisition 	Precinct 1, Census Tract: 22.05 Block Group: 4
<ul style="list-style-type: none"> ▪ Street Improvements: Lake Oak Estates 	Precinct 4, Census Tract: 17.42, Block Group: 2
<ul style="list-style-type: none"> ▪ Public Services, Other: Family Support Services Social Work Services Expansion 	Various eligible households in the unincorporated areas of Travis County. Specifically residents in the following zip codes were served in PY11: 78610, 78612, 78613, 78615, 78617, 78621, 78641, 78645, 78652, 78653, 76854, 78660, 78664, 78719, 78724, 78725, 78728, 78734, 78736, 78737, 78739, 78744, 78747, 78754
<ul style="list-style-type: none"> ▪ Housing Rehabilitation 	Households residing in the unincorporated areas of the County
<ul style="list-style-type: none"> ▪ Homebuyer Assistance 	Households purchasing homes in the unincorporated areas of the County

GEOGRAPHIC DISTRIBUTION OF PROJECTS & RACIAL CONCENTRATION

This section outlines the projects in relation to the racial and ethnic concentrations in the areas where they are located. The table below demonstrates the racial breakout of persons served by projects implemented during PY11 and the maps identify where each of the street improvements, land acquisition, and public service projects are located.

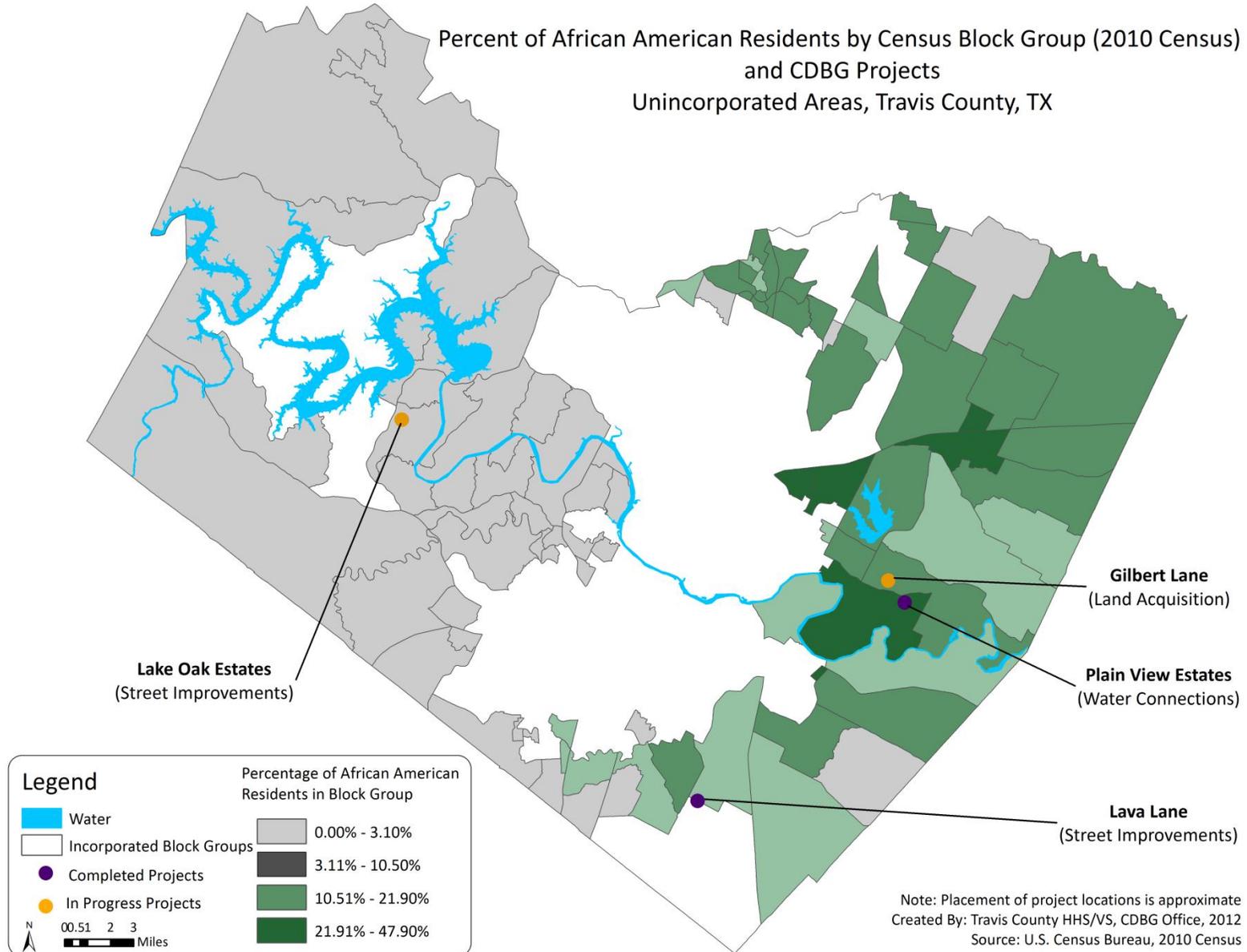
Figure 7: PY11 Project Beneficiaries by Race and Ethnicity

Project	Ethnicity		Race					Total People Benefited
	Hispanic	Non-Hispanic	Amer. Indian or Alaskan Native	Asian/Pac. Islander	Black or African American	White	Other/Multi Race	
▪ Public Services, Other – FFS Services*	125	266	2	0	61	318	10	391
▪ Lake Oak Estates	88	38	0	0	0	29	97	126
▪ Plain View Estates	65	1	0	0	1	24	41	66
▪ Land Acquisition*	9	0	0	0	0	9	0	9
Total	287	305	2	0	62	380	148	592

*Data gathered from the PY11 performance report submitted by service providers.

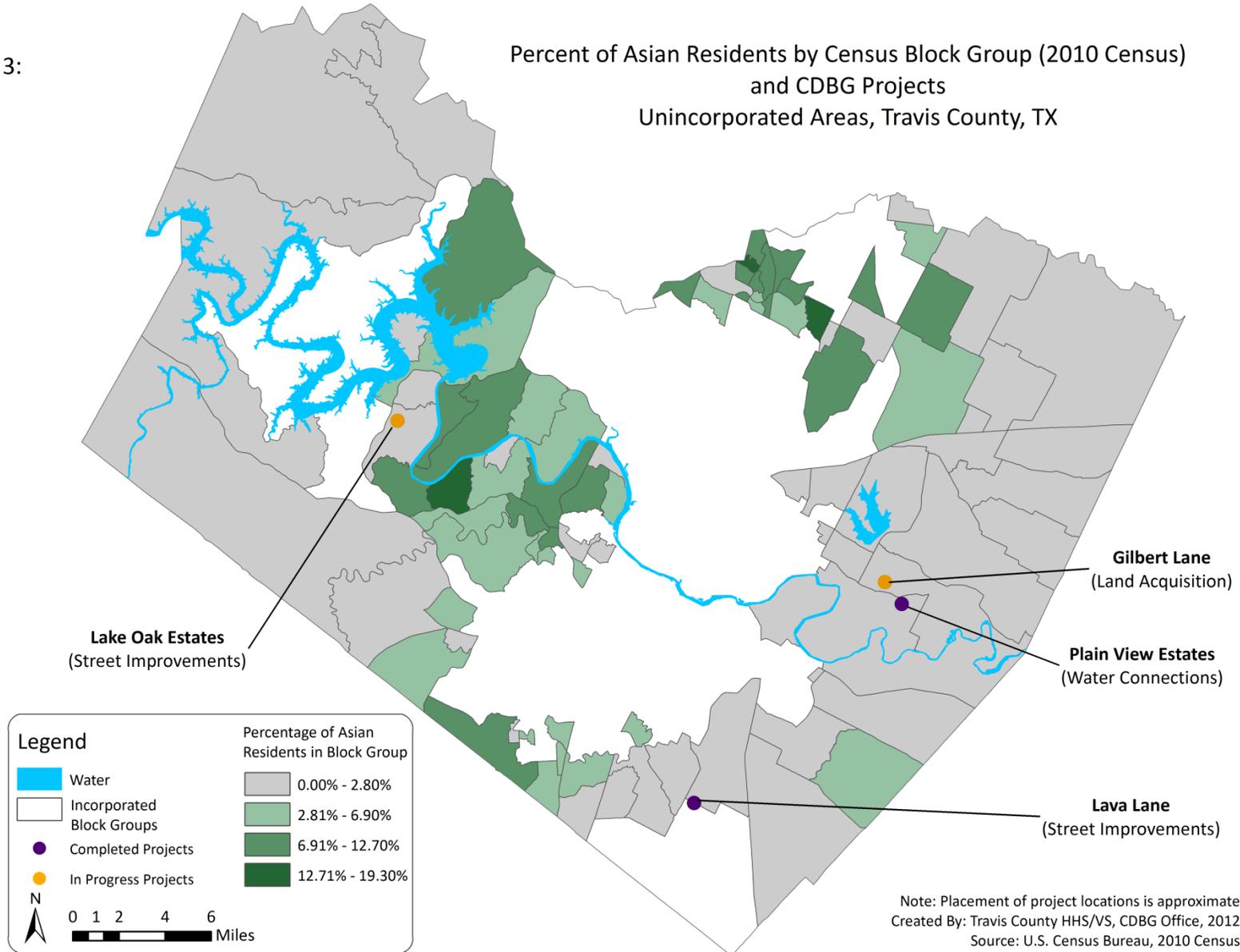
Map 2:

Percent of African American Residents by Census Block Group (2010 Census)
and CDBG Projects
Unincorporated Areas, Travis County, TX



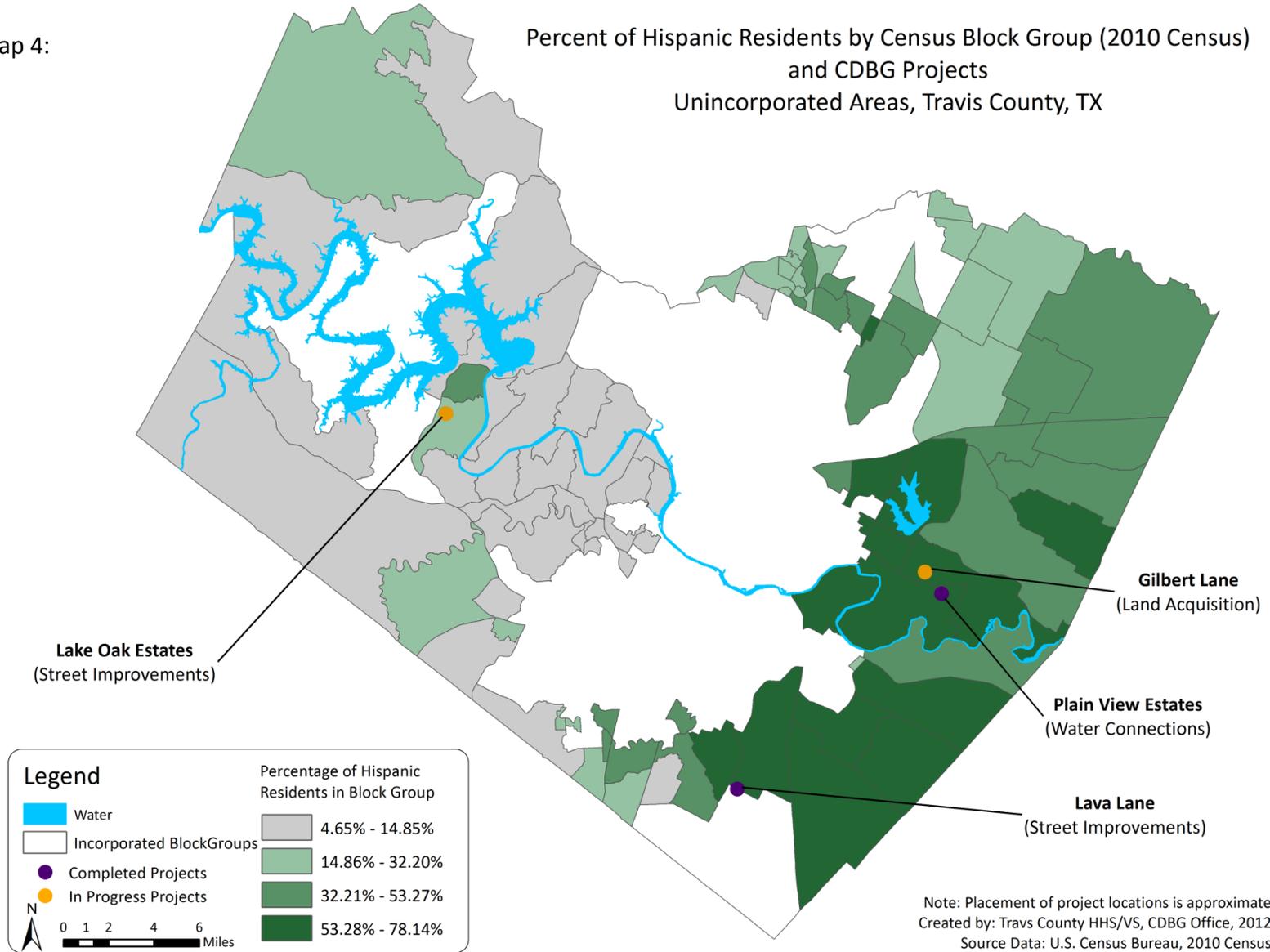
Map 3:

Percent of Asian Residents by Census Block Group (2010 Census)
and CDBG Projects
Unincorporated Areas, Travis County, TX



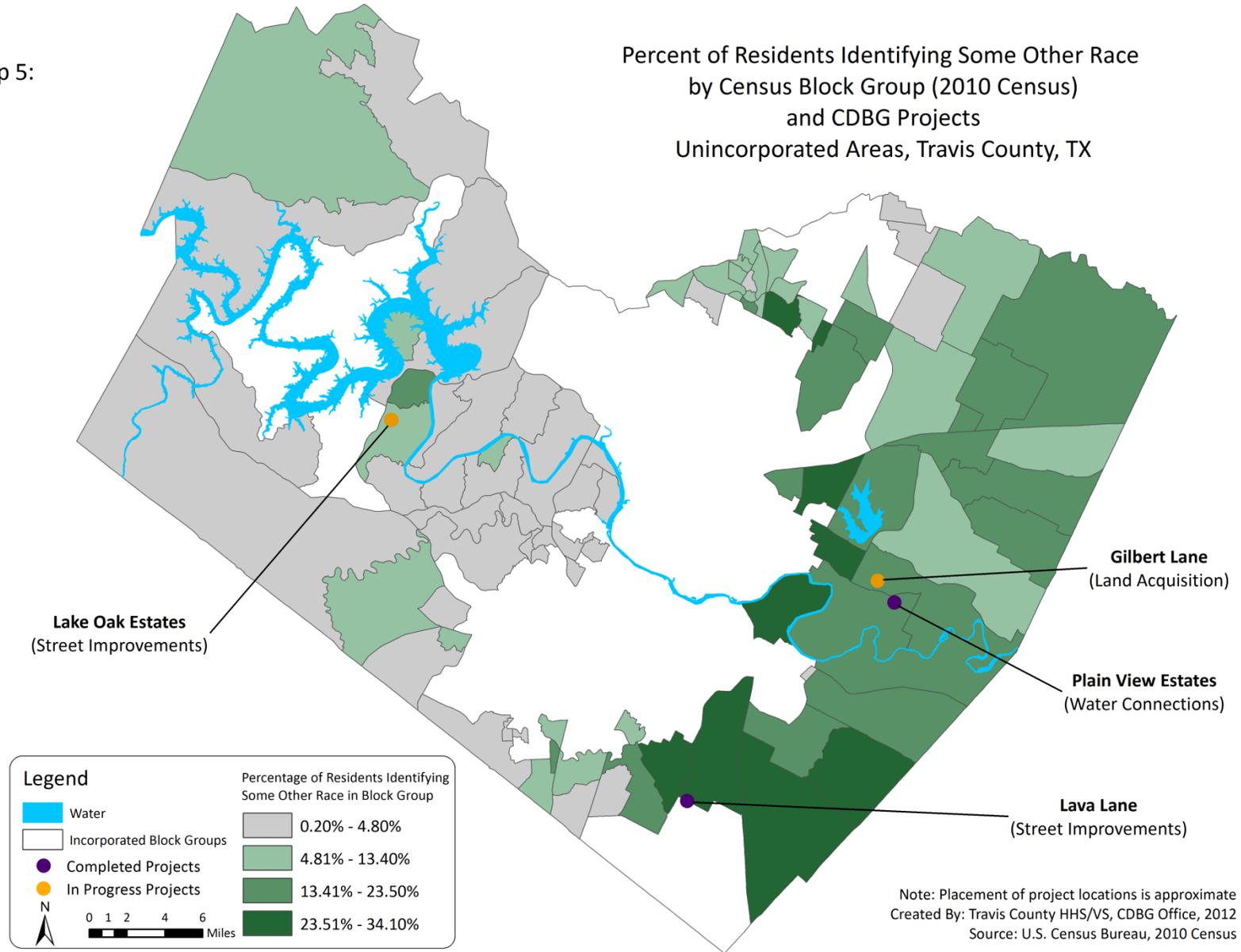
Map 4:

Percent of Hispanic Residents by Census Block Group (2010 Census)
and CDBG Projects
Unincorporated Areas, Travis County, TX



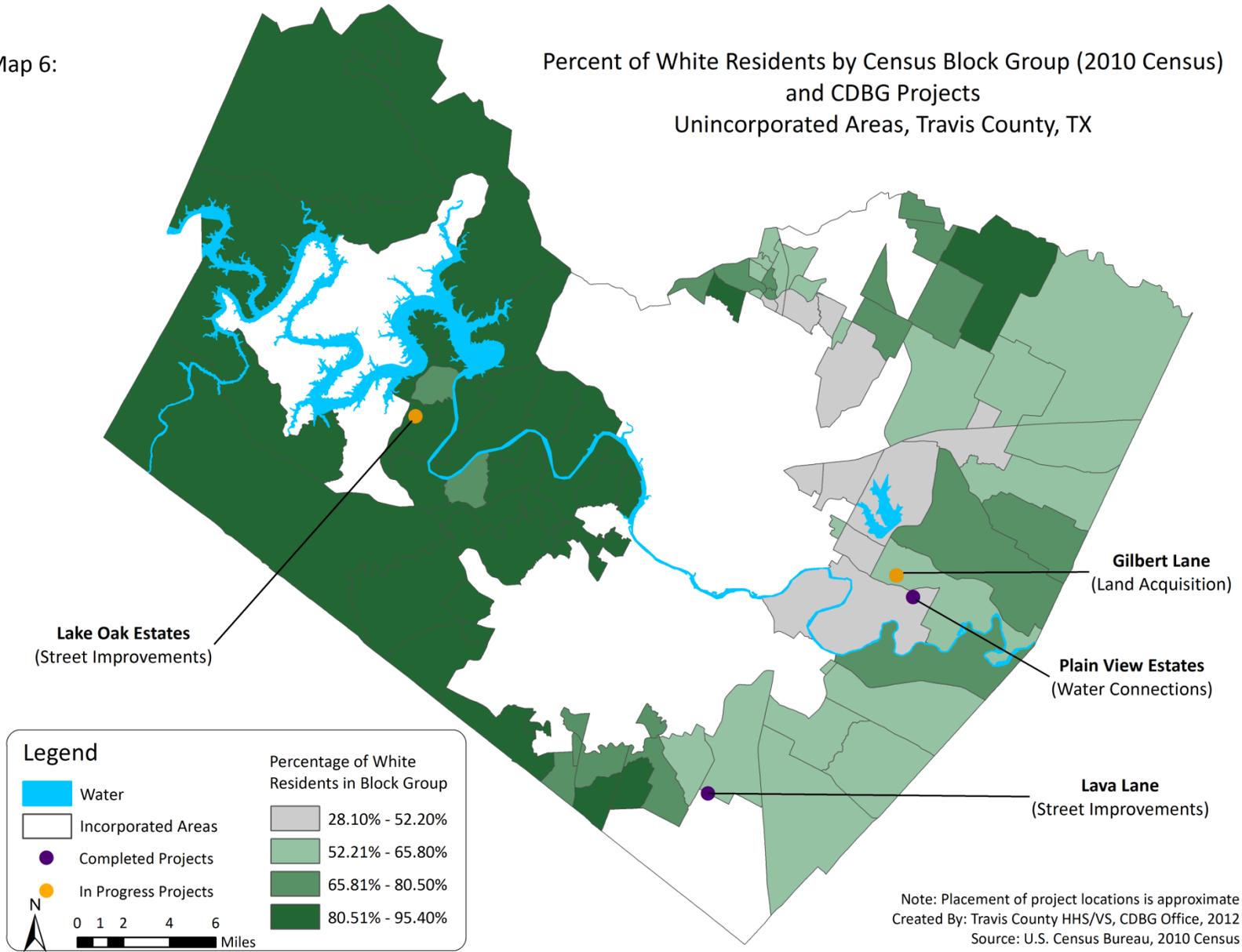
Map 5:

Percent of Residents Identifying Some Other Race
by Census Block Group (2010 Census)
and CDBG Projects
Unincorporated Areas, Travis County, TX



Map 6:

Percent of White Residents by Census Block Group (2010 Census)
and CDBG Projects
Unincorporated Areas, Travis County, TX



PERFORMANCE EVALUATION OF PROJECTS

Compliance with CDBG National Objectives

The use of CDBG funds requires selecting eligible projects that meet one of the three national objectives prescribed by HUD. These are:

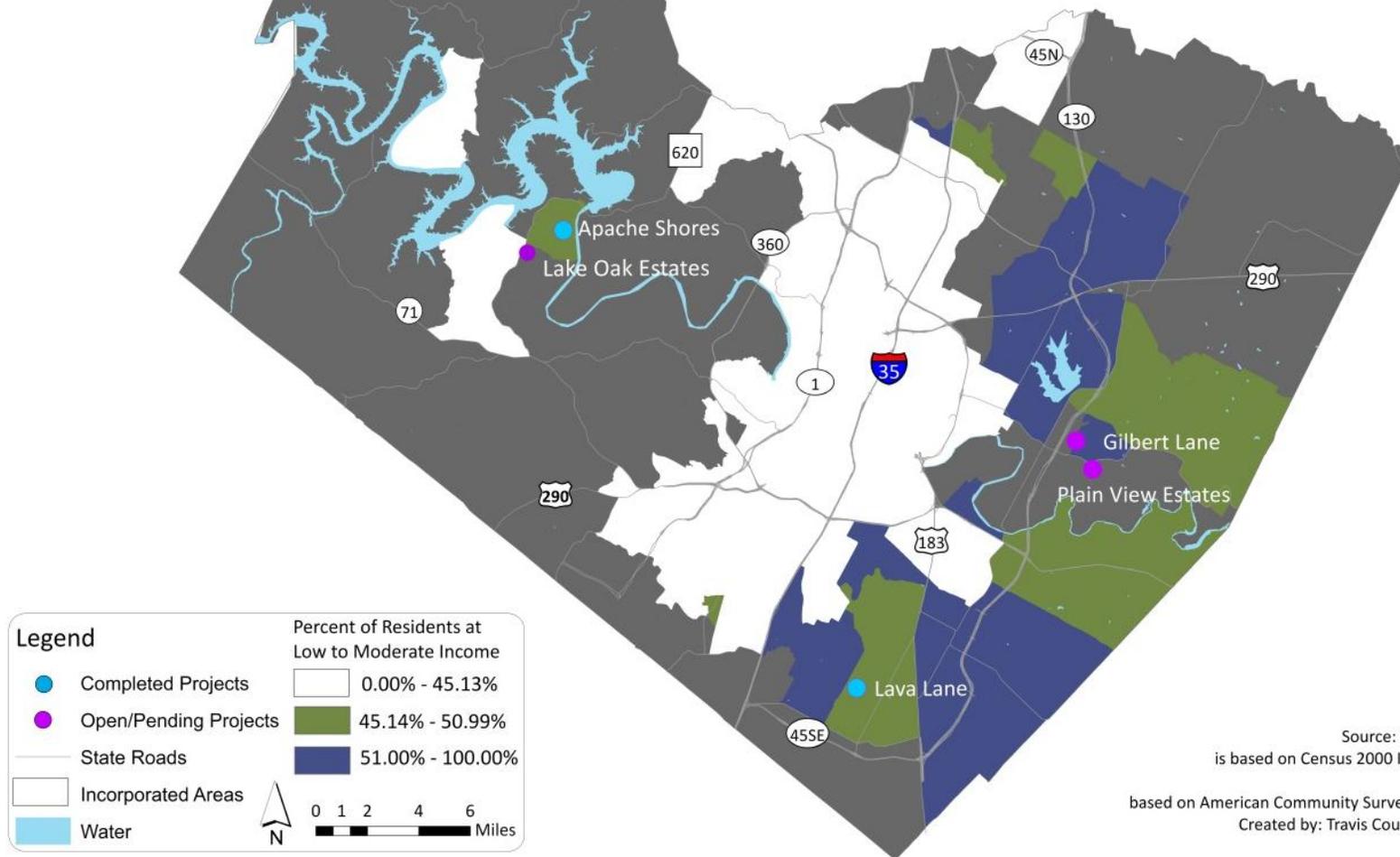
- 1) benefitting low/moderate income (LMI) persons;
- 2) addressing slum or blighted areas; and
- 3) addressing an urgent need.

All of the projects implemented during the Program Year 2011 met the national HUD objective of benefitting low/moderate income persons, thereby complying with the additional HUD requirement of spending 70% of CDBG funds on LMI persons. The CDBG Financial Summary for Program Year 2011 Report located in Appendix C shows that 100% of the PY11 expenditures benefitted low to moderate income persons.

For an activity to qualify as meeting the LMI national objective, grantees must certify they are following one of four qualifying categories: area of benefit activities, limited clientele activities, housing activities, and job creation or retention activities. A low-to-moderate (low-mod) area of benefit (LMA) activity is one that benefits all residents in a particular area, where at least 45.14% (based on an exception criteria) of the residents are LMI persons. A limited clientele (LMC) activity is one where 51% of the beneficiaries have to be LMI persons. Low-mod housing (LMH) applies to activities that aim to provide or improve permanent residential structures, which upon completion will be occupied by LMI households. A low-mod job (LMJ) creation activity is one designed to create or retain permanent jobs, at least 51% of which will be made available to or held by LMI persons.

Map 7:

2011 Travis County CDBG Low to Moderate Income Concentrations and PY 2006-2011 Projects



Source: Low to Moderate Income Data
 is based on Census 2000 Income Data produced by HUD.
 Racial Concentration Data
 based on American Community Survey, 5-Year Estimates, 2005-2009
 Created by: Travis County HHS/VS, CDBG Office, 2011

The following table summarizes the category under which each project qualifies to meet the LMI national objective as well as the specific number of clients served in each target income area. In the cases of projects where no individuals have received services yet, a check mark identifies the anticipated income targets for the clients that will benefit from that project.

Figure 8: PY11 Beneficiaries By Income

Project	National Objective	Low to Moderate Income Target			Above Moderate Income (Above 80% MFI)	Total People Benefited
		Very Low (<30% MFI)	Low (30.1 to 50% MFI)	Moderate (50.1 to 80% MFI)		
▪ Land Acquisition for Affordable Housing Development	Low/Moderate Income Housing (LMH)	✓	4	5	N/A	9
▪ Home Rehabilitation	Low/Moderate Income Housing (LMH)	✓	✓	✓	N/A	0
▪ Street Improvements Lake Oak Estates	Low/Moderate Income Area Benefit* (LMA)	53	38	17	18	126
▪ Homebuyer Assistance via Direct Homeownership Assistance	Low/Moderate Income Housing (LMH)	✓	✓	✓	N/A	0
▪ Public Services, Other – FFS Services	Low/Moderate Income Limited Clientele (LMC)	309	69	13	N/A	391
▪ Plainview Estates [^]	Low/Moderate Income Housing (LMH)	31	6	29	N/A	66
Total persons served		393	117	64	18	592

MFI = Median Family Income as defined by HUD Area Benefit

*Road Improvement projects qualify as a Low-Mod Area of Benefit through an Exception Rule Provision or Upper Quartile Criterion permitted by HUD. Travis County’s exception rule is 45.14%. To learn more about the Exception rule visit the following site: <http://www.hud.gov/offices/cpd/lawsregs/notices/2005/05-06.pdf>. The Lake Oak Estates neighborhood conducted a primary survey that indicated 85.7% of respondents were below 80% MFI.

[^] The Plainview Estates Project was funded with CDBG-R funds.

Note: A checkmark indicates anticipated income levels of project beneficiaries.

Compliance with CONPLAN Goals

CDBG projects must also fit within one of the high priority project categories approved by Travis County Commissioners Court for the 2011-2013 planning period. The following list summarizes those high priorities identified and the corresponding projects implemented during PY11.

Figure 9: High Priorities in the 2011-2013 Consolidated Plan and Projects Implemented in PY11

High Priorities	Projects
Housing	Gilbert Lane Land Acquisition; Home Buyer Assistance; Home Repair
Infrastructure	Street Improvements: Lake Oak Estates
Community Services	Public Services: Social Work Expansion

Assessment of Goals and Objectives

This section articulates the CDBG accomplishments for PY11 as they relate to the goals and objectives, spending, overall performance and effective grant management. A total of 592 people benefited from the projects completed under the first year of the 2011-2013 Consolidated Plan.

It is important to note that in many cases the impact of the projects will not be captured for a number of years, given some of the projects will take 12-60 months to implement and complete. For example, the production of new owner housing units will not be completed until 2016. Even though CDBG funds are only expected to support the acquisition of the land, the performance indicator will not be achieved until the houses are fully constructed and qualifying households have purchased the homes.

Figure 10: Summary of Specific Objectives (HUD Table 1 C)

Project Title	Specific Objectives	Sources of Funds	Performance Indicators	Year	Target #	Actual #	Percent Completed
SL-1 Availability/Accessibility of Living Environment (Outcome/Objective)							
Street Improvements: Lake Oak Estates	Improve quality of public improvement for lower income persons	CDBG	<ul style="list-style-type: none"> Number of people who will benefit from improved road 	2011	0	0	0
				2012	126	N/A	N/A
				2013	126	N/A	N/A
				Multiyear Goal	126	0	0

Project Title	Specific Objectives	Sources of Funds	Performance Indicators	Year	Target #	Actual #	Percent Completed
SL-1 Availability/Accessibility of Living Environment (Outcome/Objective)							
Family Support Services Social Work Services Expansion	Improve the availability of services for low/mod income persons	CDBG	Number of people with expanded access to service	2011	500	391	78%*
				2012	500	N/A	N/A
				2013	500	N/A	N/A
				Multiyear Goal		1500	391
Homeowner Rehabilitation: Plainview Estates	Improve the quality of owner housing	CDBG-R	Number of households who will benefit	2011	39	20	51%*
				2012	N/A	N/A	N/A
				2013	N/A	N/A	N/A
				Multiyear Goal		39	20
Homeowner Rehabilitation	Improve the quality of owner housing	CDBG	Number of housing units rehabilitated	2011	20	0	0
				2012	8	N/A	N/A
				2013	7	N/A	N/A
				Multiyear Goal		35	0
DH-2 Affordability of Decent Housing (Outcome/Objective)							
Owner Housing - Production of New Units: Land Acquisition	Owner Housing	CDBG	Number of housing units constructed	2011	6	2	33%
				2012	6	N/A	N/A
				2013	6	N/A	N/A
				Multiyear Goal		18	2
Homebuyer Assistance	Owner Housing	CDBG	Number of households who will benefit	2011	20	0	0
				2012	15	N/A	N/A
				2013	4	N/A	N/A
				Multiyear Goal		39	0

*The project is complete.

The coding system used in the Outcome/Objective rows in the table above follows the numbering system established in the Community Planning and Development Outcome Performance Measurement System. The outcome/objective numbers stand for the following:

Figure 11: Numbering System for Outcome and Objective Coding			
Objective	Outcome		
	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

EXPENDITURES AND LEVERAGED RESOURCES FOR PROGRAM YEAR 2011

Overall Expenditures

During PY11, spending occurred in 5 different projects and progress was made in moving forward with the remaining 2. Of the funds available to the 5 activities, \$307,359.59 was spent, per HUD’s data management system called IDIS.

Figure 12: CDBG PY11 Summary Financial Report from IDIS

CDBG Program Year 2011 Summary Financial Report	
Carryover from PY10	1,269,571.85
PY11 CDBG Entitlement Grant	\$790,136
Total CDBG Funds Available for PY11	2,059,707.85
PY11 Funds Committed	2,059,707.85
PY11 Funds Expended	307,359.59
Carryover to PY12	1,752,348.26
HUD Timeliness Ratio	2.21

EXPENDITURES PER PROJECT

The following figure summarizes the budgeted funding, the expended funds and the percent expended for each of the projects.

Figure 13: Summary of PY11 Expenditures by Project

Activities	PY 11 Budgeted Funding Available	Expended during PY 11	Percent Expended	PY11 Cap Percentages
Production of New Owner Housing Units Via land acquisition and infrastructure development	Prior Year’s Funding: \$4 PY11: \$0	\$0	99.9%	N/A
Homeowner Rehabilitation Minor home repair up to \$24,999	Prior Year’s Funding: \$464,071.96 PY11: \$368,636	\$0	0%	N/A
Homebuyer Assistance: Direct Homeownership Assistance through Down Payment Assistance and Shared Appreciation Gap Financing	Prior Year’s Funding: \$794,945 PY11: \$0	\$0	0%	N/A
Street Improvements: Lake Oak Estates	\$145,000	\$54,192.80	37%	N/A
Public Services, Other: Family Support Services (FFS) Social Work Services Expansion –Travis County HHS/VS Program	\$118,500	\$89,468.77	11.32%	11.32%
Administration & Planning: CDBG	\$158,000	\$153,145.83	19.38%	19.38%
Plainview	Prior Year CDBG-R funding: \$226,300	\$201,790.16	92%	N/A

TIMELY SPENDING OF FUNDS

As part of the mandate from Congress to administer the CDBG program, each year HUD determines whether each CDBG entitlement is carrying out its activities “in a timely manner.” HUD conducts an analysis of each entitlement’s timeliness of spending 10 months into each grant year. For Travis County, occurs every August. The threshold for compliance with timeliness is having no more than 1.5 times the current year’s allocation unspent. The Program did not achieve timeliness with a ratio of 2.38 for its August 2011 timeliness test. The Program has submitted a work out plan that demonstrates compliance by next year, which HUD has been approved.

Leveraging Resources

Although no matching requirements are mandated for CDBG, during the reporting period, Travis County was successful in using HUD’s CDBG funds to leverage additional funds from public sources. The following table summarizes the amount of dollars leveraged:

Figure 14: PY11 Leveraged Resources

Project/Activity Leveraged	Partners	Committed Leveraged Resources	Spent during PY 2011
Family Support Services Social Work Services Expansion	General Fund rent and utility assistance programs	TBD	\$8,457.87
	State rent and utility assistance programs	TBD	\$9,921.81
	Youth and Family Assessment Center (flexible funding)	TBD	\$8,271.25
Administration and Planning of CDBG	Travis County General Fund	TBD	To be added to the final report*
Land Acquisition: Gilbert Lane	Private funds	TBD	\$282,342
Total Leveraged Funding			\$308,992.93^

* Leveraged funding is in the form of general fund dollars. The FY12 year has not closed yet at time of publishing the draft. The leveraged funding will be added to the final report after year end close.

^The total will be updated in the final report.

MANAGING THE PROCESS

Comprehensive Planning

The Travis County Health and Human Services & Veterans Service (HHS/VS) Department has a Research and Planning (R&P) Division tasked with much of the comprehensive planning for the department, both internally and externally with community partners. The R&P Division focuses on different issue areas including basic needs, workforce development, child and youth services (with particular emphasis on early childhood education), public health (particularly HIV/AIDS), behavioral health, and efforts to organize the community around support for the elderly and immigrants. Additionally, the R&P Division provides information services to inform decision making in the HHS/VS Department and across the community. These services include: an annual report of community trends and statistics based on the American Community Survey, periodic surveys of community-based organizations, and focused research and analysis upon request.

CDBG makes requests of the R&P Division for technical assistance, as needed, to assist with data collection, resource development, and planning in the areas related to housing, homelessness and community development. This collaborative effort increases capacity and reduces duplication of planning efforts for the Department.

During PY11, CDBG staff collaborated with R&P staff on data verification and review of the *Travis County Snapshot from the American Community Survey*, an annual summary of Travis County's social, housing, and economic characteristics, based on the results from the U.S. Census Bureau's American Community Survey. Additionally, CDBG staff drafted portions relating to housing and homelessness for the *Community Impact Report*, an annual report that provides performance data, client data, and other information about the social service investments of the Travis County HHS/VS Department.

Over the Program Year 2011, CDBG staff has also participated in the following comprehensive planning efforts:

Homelessness

CDBG staff represents HHS/VS in the Ending Community Homelessness Coalition (ECHO). This membership provides staff the opportunity to be involved in the issue area, to advocate for the homeless population found in the unincorporated areas, to identify service strategies, and to ensure identified pockets of homeless persons in the unincorporated areas are included in the annual homeless count. CDBG staff participated in the Independent Review Team for the Continuum of Care applications. The County Executive of the HHS/VS Department was chair of ECHO's Membership

Council and the Finance Committee for the Permanent Supportive Housing. Additionally, CDBG staff was involved in ECHO's Education and Outreach Work Group. Staff members on this workgroup contributed to the planning of ECHO's annual Hunger and Homelessness Awareness Week to be held in November 2012. Furthermore, a Social Worker funded through CDBG participated in ECHO's Housing Committee and Permanent Supportive Housing work. Staff also participated in the annual Hunger and Homelessness Awareness Week in November 2011, a mapping of VA voucher process and the Point in Time Homeless Count in January 2012.

Resource Development

The Research and Planning Division has a staff person dedicated to monitoring and reviewing grant opportunities. Over the last program year, CDBG and R&P staff kept one another informed about federal, State, and local funding streams and new funds available through various systems

Affordable Housing

CDBG staff attended several meetings over the last Program Year related to affordable housing with the bulk of its participation occurring with the Community Action Network's (CAN) housing planning group. During PY11, staff participated in meetings with other regional entities to discuss more coordinated planning in the county as well as the five-county region. Additionally, the County met with City of Austin staff to discuss a joint Housing Market Study for the next Consolidated Plan period. A timeline was established to help identify funding needs and deadlines.

Opportunity Mapping

CDBG staff participated in the steering committee for the update to the Opportunity Maps for the 5-county region composed of Bastrop, Caldwell, Hays, Travis and Williamson counties. The central premise of opportunity mapping is that residents of a metropolitan area are situated within an interconnected web of opportunities that shape their quality of life. The maps use a variety of indicators relating to education, economics, transportation, health, and neighborhood quality, to show the level of opportunity to which people in different parts of the region have access. The first set of maps was created in 2007 and the updates will be complete by late 2012. The initiative is being led by the nonprofit Green Doors, and the maps are being created by the Kirwan Institute. The completed maps will be used by a variety of stakeholders to help site projects and make other planning decisions. A final report will be provided during PY12.

Analysis of Impediments

Travis County contracted with the firm Mullin & Lonergan to undertake an AI for the County. As part of the research for the AI, the consultants held two community forums, and conducted onsite interviews and focus groups with a wide variety of stakeholders, both internal and external to the County. At close of Program Year 2011, the consultants have delivered the first draft of the AI for Travis County review. The final draft of the document is anticipated to be presented to the Commissioners Court in the second quarter of PY12, with a public comment period to follow.

Foreclosures

During the Program Year, CDBG purchased county-wide foreclosure data. This data was presented in the PY12 Action Plan. CDBG anticipates continuing to work collaboratively through participatory research in this area to ensure a consistent message on the issue.

Board, Commission and Association Involvement

Staff from different divisions of the HHS/VS department, including CDBG and R&P, are currently involved in numerous boards, commissions, associations, and councils, not only to further the understanding of the relationship between the community and the needs of its most vulnerable residents, but also to be a resource to the community, offering data and analysis, grant-writing skills, contacts with influential businesses, community and government leaders, and knowledge of government-funded program opportunities.

Compliance with Certifications

Travis County carried out all planned actions described in the HUD–approved Consolidated Plan, including:

- ◆ Pursuing all resources indicated in the Consolidated Plan. Resources include leveraged dollars for grant administration, homes built on acquired land, and public services.
- ◆ Travis County provided requested certifications of consistency for HUD programs in a fair and impartial manner.
- ◆ Travis County did not hinder the Consolidated Plan implementation through any action or willful inaction.

Anti-Displacement and Relocation

Consistent with the goals and objectives of 24 CFR Part 570.606, Travis County commits to making all reasonable efforts to ensure activities undertaken with federal funds will not cause unnecessary displacement or relocation of persons (families, individuals, businesses, nonprofit organizations and farms).

Travis County’s policy on displacement, at present, is to not fund projects that displace persons. Travis County did not demolish real property with PY11 funds. The rehabilitation work that occurred was conducted in such a manner that no one was displaced .

Specific Activities

HUD requires reporting on certain types of activities funded by CDBG. Below is the list of responses to the required questions.

- **Low/Mod Job Activities:** Travis County did not undertake any low/mod job activities during the reporting year.
- **Low/Mod Limited Clientele Activities:** The Social Work Services Expansion project is currently being implemented successfully. Please refer to the table title “Benefit to Low and Moderate Income Persons by Project” to see the breakdown of clients by income level.
- **Housing Rehabilitation:** Travis County funded two housing rehabilitation activities during PY11. One project was funded with CDBG-R funds and one was funded with CDBGR funds.
 - CDBG-R:**
Twenty units were connected to a permanent source of water, and the project spent \$201,790.16 on the project with CDBG-R funds. During PY11, \$117,692 was spent. No other funds were used for this project.
 - CDBG:**
No units were rehabilitated with CDBG funds this year. The program was delayed and is anticipated to begin in January 2013.
- **Neighborhood Revitalization Strategies:** Travis County does not currently have any HUD-approved neighborhood revitalization strategy areas.

Fiscal Related Items

HUD requires reporting on certain types of fiscal-related items funded by CDBG. Below is the list of responses to the required questions.

- **Program Income:** Travis County did not receive any program income during the 2011 program year.
- **Prior Period Adjustments:** Travis County did not have any prior period adjustments for the 2011 program year.
- **Loans and Other Receivables:** Travis County retains a promissory note and deed of trust with Austin Habitat for Humanity, Inc. on 29 lots related to the Gilbert Lane Land Acquisition project. This loan is in place to ensure that the required units are built per the subrecipient agreement. No payments are required and no interest is accrued. During PY 11, two homes were built and occupied by qualifying families; therefore, the County released the lien on two of the 31 lots acquired in PY10. A restrictive covenant was executed with the two homeowners to outline program requirements for the 0% interest, 10 year forgivable loan on the land.
- **Lump Sum Agreements:** Travis County did not use any lump sum agreements during the 2011 program year.

MONITORING

As the lead agency for the development and implementation of the Consolidated Plan, the Travis County HHS&VS Department implements standard policies and procedures for monitoring CDBG programs. These monitoring activities ensure compliance with program regulations and compliance with financial requirements. Federal guidelines include: OMB A-110, OMB A-122, 24 CFR Part 570.603 (CDBG Labor Standards), 570.901-906 (CDBG) and the Davis Bacon Act and Contract Work Hours and Safety Standards Act (CDBG).

HHS/VS provides contract administration for community development activities in conjunction with the Transportation and Natural Resources Department, including but not limited to contract negotiations, compliance monitoring, and payment and contract closeout.

Frequency and Results of Monitoring Activity

Sub-recipients

Sub-recipient agreements will be used to conduct housing, community development and public service activities. The sub-recipient agreement will be the foundation for programmatic monitoring. Sub-recipients will be monitored for programmatic compliance on-site or remotely in the following manner:

1. All invoices and reports will be routed via HHS/VS CDBG staff prior to final approval by financial services and the Auditor's Office.
2. All new sub-recipients will be desk audited monthly and monitored semi-annually until no findings occur.
3. After four consecutive semi-annual monitoring reports with no findings annual visits will occur.

Financial monitoring will be completed as necessary and as directed by the sub-recipient fiscal performance and the external monitoring needs of the Travis County Auditor's office. Programmatic and fiscal monitoring may not occur concurrently.

Contractors

Contractors may be used to provide some housing, community development and public services. Contractors submit periodic reimbursement requests that document and verify expenditures. The contract agreement will be used as the primary basis for monitoring. The following steps are an integral part of the monitoring process for each contract:

1. On-site or remote reviews at an established periodic interval (prior to project commencement) will occur to ensure compliance with terms of the contract, HUD guidelines, state/local building and construction standards, and review of engineering plans and specifications.
2. If a contractor is found to be out of compliance, a notice is sent stating their contractual obligation and required action. Failure to comply may result in loss of current and/or future contracts as well as a hold on any payments.
3. All invoices and reports will be routed via HHS/VS CDBG staff prior to final approval by financial services and the Auditor's Office.

Internal Travis County Departments

For CDBG funded projects implemented by Travis County Departments, the CDBG office has instituted controls at key points of the project implementation process to ensure program compliance. The CDBG office:

- ◆ Meets with each project manager and relevant project-related staff at regular intervals throughout the implementation period to review project status, implementation, effectiveness of programs, and compliance issues.
- ◆ Reviews any request for purchase prior to HHS/VS department approval.
- ◆ Reviews all Request for Qualifications, Request for Proposals, Request for Services, Invitations for BID and contracts prior to the release by the Purchasing Department.
- ◆ Requests technical assistance from HUD, as needed, on behalf of each project.
- ◆ Reviews the results of project environmental reviews, and submits the appropriate paperwork to HUD.
- ◆ Verifies and documents target area, and service area eligibility, monitoring documentation on a quarterly basis.
- ◆ Reviews CDBG project expenditures on a monthly basis before draw-downs are made.

CDBG staff completed a variety of monitoring tasks for each project.

Street Improvements: Lake Oak Estates

- ◆ Reviewed and approved the RFQ and participated on the interview panel for the selection committee.
- ◆ Participated in the mandatory pre-bid and pre-award meeting to ensure compliance with grant requirements.
- ◆ Kept in communication with the project manager.
- ◆ Tracked invoices determine how long they were taking to get through the system.

-
- ◆ Reviewed environmental documents as needed.
 - ◆ Reviewed draws prior to requesting reimbursement from IDIS.

Home Rehabilitation: Plainview Estates Water Connection Project

- ◆ Reviewed and approved the IFB prior to release.
- ◆ Participated in the mandatory pre-bid and pre-award meeting to ensure compliance with grant requirements.
- ◆ Reviewed Davis Bacon and reporting compliance.
- ◆ Communicated with Project Manager regularly.
- ◆ Communicated with Purchasing Office as needed to discuss the flow of invoices.
- ◆ Tracked invoices determine how long they were taking to get through the system and to assure that all invoices were paid prior to the September 30th deadline.

Land Acquisition Project with Austin Habitat for Humanity, Inc. (AHFH)

- ◆ At the end of the PY10, major staffing changes occurred with loss of the Executive Director, Family Services Manager and Associate Director.
- ◆ In October 2011, CDBG and Auditor's Office staff conducted a friendly technical assistance visit instead of a full monitoring to review the one house completed and orient the new staff to program requirements.
- ◆ Staff reviewed policies and procedures, financials and program eligibility.
- ◆ Due to the nature of the visit, no findings were made, however, CDBG staff worked with AHFH and developed required forms to improve program compliance and created a more substantial review process for each house prior to release of the lien.
- ◆ Both houses closed in PY 2011 received a desk review of eligibility, sales contract and program agreements prior to release of lien.
- ◆ During the program year, staff reviewed the performance reports and pro formas provided for each house, and will work to adjust the forms after consultation with AHFH.
- ◆ Staff provided information about Fair Housing training and updates to AHFH regarding affirmative marketing to align with HUD's specific comments about gay, lesbian and transgendered populations. AHFH provided an updated affirmative marketing plan to show compliance with the changes.

Public Services, Other: Family Support Services Social Work Services Expansion

- ◆ Provided technical assistance and worked out service delivery issues as needed throughout the year.

-
- ◆ Reviewed quarterly performance reports.
 - ◆ Reviewed and approved all Authorizations to Purchase prior to submission to financial services.
 - ◆ Reviewed almost 100% of all social work files. Of the files reviewed, no files were determined ineligible. The file review went into PY12 and identified training needs around eligibility and proof of residence documentation, and a discussion about file order.

Homebuyer Assistance Program: Down Payment Assistance and Shared Appreciation Gap Financing

- ◆ Created a Subrecipient manual to help with program compliance.

Results of Monitoring Efforts

As a result of the monitoring efforts made, staff was able to identify and address potential issues surrounding compliance with different projects. No activities were determined to be ineligible, however, improvements to program weaknesses were made. Due to the lessons learned with the Land Acquisition project, required program forms and subrecipient manuals were created for the Homebuyer Assistance and Home Rehabilitation programs. Other manuals will be created in PY12 for most of the other projects.

INSTITUTIONAL STRUCTURE AND COORDINATION

Effective implementation of the PY12 Action Plan will involve a variety of key stakeholders. Coordination and collaboration within the Travis County departments and between agencies will be instrumental in meeting community needs effectively. The departments within Travis County anticipated to be involved in the implementation of projects are described below.

Health and Human Services & Veterans Service Department

The HHS/VS Department is the lead county agency responsible for the administration of the County's CDBG funding. This Department has the primary responsibility of assessing community needs, developing the Consolidated Plan and annual Action Plans, managing project activities in conjunction with other county departments and community partners, administering the finances, and monitoring and reporting. The CDBG office is located in the Office of the County Executive within HHS/VS. The Department reports to the Travis County Commissioners Court for oversight authority.

The CDBG office works with the Research and Planning Division (R&P) within HHS/VS in the areas of community planning, data collection, and resource development. The CDBG office will continue to keep R&P informed about HUD funding streams and continue to work collaboratively identifying and

sharing relevant data to ensure a consistent message on emerging issues such as changing housing needs and foreclosure.

Additionally, the Family Support Services (FSS) Division of HHS/VS is the project manager for a CDBG public service project. FSS also manages the seven Travis County Community Centers which provide a key access point for the public to access CDBG information. The CDBG office works closely with the Division to ensure the public's access to CDBG documents and encourage outreach and public engagement through the Centers.

Travis County Commissioners Court

The Commissioners Court is made up of four elected commissioners, one to represent each county precinct, and the County Judge who serves as the presiding officer. As a group, the Commissioners and County Judge are the chief policy-making and governing body of the county government. The Commissioner's Court makes all final decisions about CDBG fund allocations.

Transportation and Natural Resources Department

The Transportation and Natural Resources Department (TNR) and the CDBG office work closely to coordinate environmental review functions, project planning, project implementation and GIS mapping. Additionally, over the last year, TNR's planning division and CDBG staff have begun to work more collaboratively to ensure consistent messaging regarding housing, transportation and community development. TNR and CDBG employees have been trained in HUD environmental regulations. This cross training of both departments allows for quality review and peer consultation. Finally, the CDBG office and the CDBG funded Senior Engineer coordinate the preparation of project scopes, eligibility, cost estimates, and project design. The Senior Engineer also plays an active role in the implementation of CDBG & CDBG-R projects that are managed by TNR such as the street improvement projects for Lake Oak Estates and the Plain View Estates water connection project.

County Attorney's Office

The County Attorney is an elected official and the County Attorney's Office creates and reviews legal agreements as well as provides legal advice and consultation for the Department. They have created templates to assist with CDBG procurement actions, related consultant services, construction documents, and templates for sub-recipient agreements.

Purchasing Office

The Purchasing Office manages the CDBG procurement processes for commodities, professional services and construction. Expertise in the area of federal standards has been created within the Office. The Office ensures compliance with required labor standards and submits related reports to the CDBG office. The Purchasing Office reports to the Purchasing Board, which was established by the Travis County Commissioner's Court.

Coordination

The Travis County CDBG office anticipates coordinating with a variety of local nonprofits and governmental entities activities related to grant management and community planning. The following list provides some examples of the type of engagements the CDBG office built during PY11:

- Partnerships with local Community Housing and Development Organizations (CHDOs), nonprofits, and other community development and housing providers to explore options for community development and public service projects and leverage other federal, state, local and private funding.
- Coordination of planning efforts with the Travis County Housing Authority and Travis County Housing Finance Corporation for the Analysis of Impediments to Fair Housing Choice.
- Engagement of other municipalities in Travis County for future collaboration in the areas of community development and housing activities.
- Coordination of planning efforts with different entities in the Austin metropolitan region such as of the City of Austin and other cities in the county, for areas such as combining future efforts in the development of documents such as comprehensive Analysis of Impediments to Fair Housing Choice and a comprehensive Housing Market Study for the county/region.
- Consultation with other entitlement counties and cities to exchange models for CDBG grant management and project implementation;

Consortium Member Cities

Every three years, urban counties receiving CDBG funds must re-affirm their urban county entitlement status. In PY10, Travis County renewed its status for 2012-2014. As part of the qualification process,

Travis County chose to invite non-entitlement cities and villages to participate in the Travis County CDBG program. The Village of Webberville elected to join the Urban County, and a Cooperative Agreement was approved by TCCC in July, 2011.

PUBLIC ENGAGEMENT

Travis County implements a citizen participation process based upon 24 CFR Part 91.105 and the Citizen Participation Plan (CPP) approved by Travis County Commissioners Court on April 11, 2006 and it was amended on July 20, 2010. The approved CPP identifies the strategies and structure to fully engage the community.

PY 2012 Action Plan

During the month of February 2012, the County held five public hearings specifically to solicit input for the use of CDBG funds. In addition, during the months of June and July, Travis County held two public hearings and a 30-day public comment period to solicit final comment on the proposed uses of CDBG funds. For a detailed version of the public participation activities and comments received please refer to the PY12 Action Plan.

PY 2011 CAPER

During the week of November 12, 2012, Travis County published a Public Notice announcing the availability of the PY 2011 CAPER, the public comment period and the public hearing at Travis County Commissioners Court. The notice appeared in several area newspapers that target the unincorporated areas of Travis County. A copy of the notice may be found in *Appendix B* in English (Attachment A) and Spanish (Attachment B). Public notices were also posted at the seven Travis County Community Centers, on the Travis County Website, Facebook and Twitter pages. Email and postal mail notices were provided to people who attended public hearings previously or who requested to be on the notification list.

Travis County HHS/VS drafted the CAPER and presented it to the Travis County Commissioners Court on November 27, 2012. After presentation to Travis County Commissioners Court, the CAPER will be posted for public review and written comments prior to approval by the Travis County Commissioners Court.

The comment period will be held from November 30, 2012 to December 14, 2012. Additionally, a public hearing will be held at Travis County Commissioners Court on December 4, 2012. The public will have the opportunity to submit comments on the CAPER in writing via email, postal mail, or

verbally at the public hearing. The draft CAPER was posted on the Travis County CDBG website (www.co.travis.tx.us/CDBG), and copies of the full document were available for review at the seven Travis County Community Centers.

Summary of Citizen Comments on the CAPER

Comments will be added to the final draft of the CAPER.

Response to Comments

Responses will be added to the final draft of the CAPER.

EVALUATION OF THE CDBG PROGRAM

Strengths

During the 2011 Program Year, staff continued to work with Departments, evaluate systems, identify weaknesses and work on improvements to address areas of concern. The program excels in providing quality planning and detailed program guidance. This year, staff spent a large amount of time giving technical assistance to struggling programs.

Additionally, each County Department involved with CDBG projects continues to be extremely cooperative in communicating status of projects, issues, challenges and resolutions to problems. This level of cooperation allows compliance to be more easily achieved.

In PY 11, the program also made great strides in Fair Housing. Staff were able to work with the Consultant to find other tasks the Program was undertaking to be considered fair housing activities as well as to go through the process of conducting the Analysis of Impediments to Fair Housing Choice.

Challenges

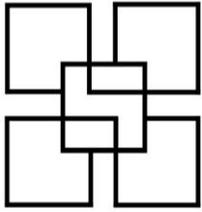
The largest challenge for the Program continues to be resources – both financial and time. This year there were some staffing challenges with a couple County Departments causing some items to sit for an extended period of time with slow to no movement. Additionally, the County went live with a new financial and procurement management system in June 2012. This switch had an impact on the County and its operations including delays and new processes that had to be developed. Finally, CDBG staff spent a large amount of time providing technical assistance and support to projects this year which

impeded the Program's ability to move as quickly with the Homebuyer Assistance and Home Rehabilitation projects.

Goals for Improvement

Staff has identified the following goals for improvement:

1. Continue to look for training opportunities to support knowledge gain to increase grant management skills and CDBG knowledge for County staff.
2. Collaborate with County staff to work through issues with the new financial system.
3. Create workflows that allow ample time for County processes and reduce project implementation delays by starting project readiness in August.
4. Request prioritization of CDBG projects with other Departments to help with timeliness.
5. Provide better training for subrecipients and contractors to increase compliance.



HOUSING AND SERVICES FOR THE HOMELESS

HOUSING INVESTMENTS

Two housing units were completed during the reporting period as part of the CDBG land acquisition project. Refer to the Status of Projects section of this report to learn more about the specifics of the project.

The tables below summarize the number of homeowner and renter households at various income levels in unincorporated Travis County with housing problems, and the assistance goals of the CDBG program over the planning period.

Figure 15: Priority Housing Needs Summary Table, Owner Households

	Percent of Households	Number of Households*	Priority Need	Goals			
				Carryover from previous years	Year 1	Year 2	Year 3
Very Low Income Household	84%	1,782	High	10	3	3	3
Low Income Household	72%	1,618	High	27	3	3	3
Moderate Income Household	56%	2,451	Medium	52	1	6	1

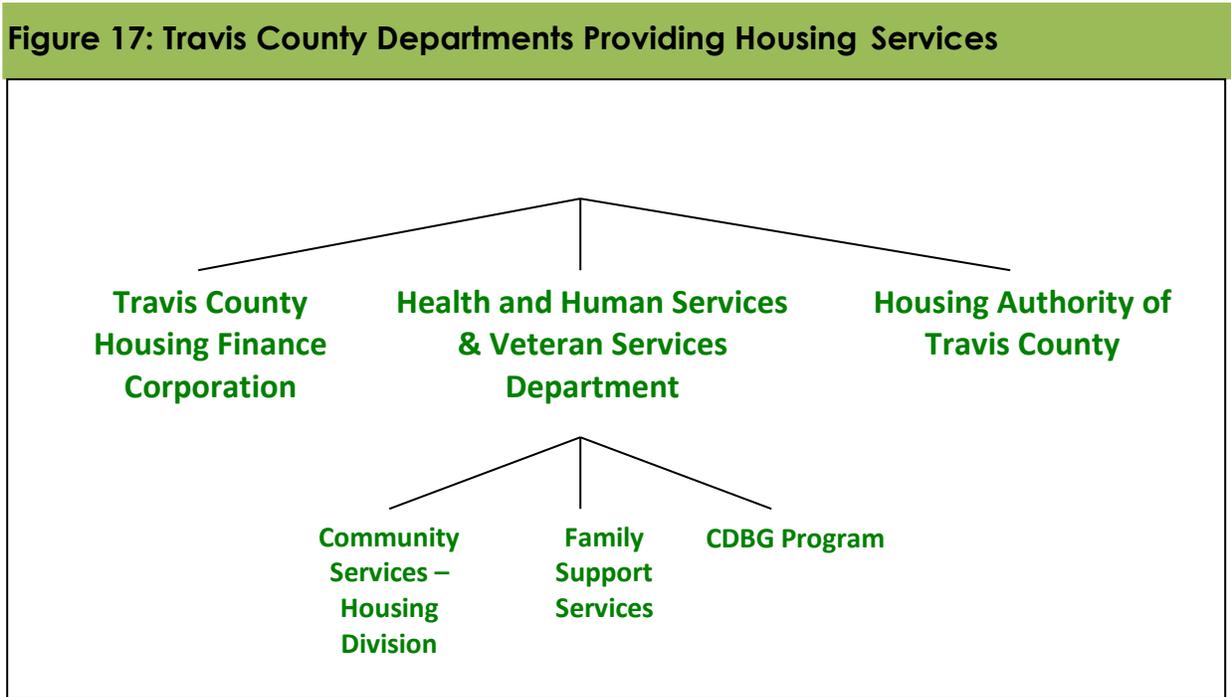
Figure 16: Priority Housing Needs Summary Table, Renter Households

	Percent of Households	Number of Households*	Priority Need	Goals			
				Carryover from previous years	Year 1	Year 2	Year 3
Very Low Income Household	85%	5,736	Medium	0	0	0	0
Low Income Household	86%	4,374	Medium	0	0	0	0
Moderate Income Household	40%	2,706	Low	0	0	0	0

*The number of households with a housing need was calculated based on the total number of households with a housing problem (see figure 3.23 in section 3 of the 2011-2013 Con-Plan.) Because this number was only available for all of Travis County, in order to estimate the need for the unincorporated areas alone, the total number of renter households with a housing problem at each income level was multiplied by the approximate percentage of population in Travis County that lives in the unincorporated area (17 percent.)

OVERVIEW OF HOUSING SERVICES SUPPORTED BY TRAVIS COUNTY

In addition to CDBG, Travis County addresses the housing needs of its residents through diverse strategies that include the support of homeless and emergency shelters; transitional, public, assisted, and rental housing; first-time homebuyer programs and owner-occupied assistance programs. These services are either directly delivered by county departments, affiliate entities or by contracted not-for-profit agencies. The following chart is a visual representation of the different departments/affiliate entities of the County working on a variety of housing services.



Travis County HHS/VS Housing Services

The Travis County Housing Services Division performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. Funding for services comes from the Texas Department of Housing and Community Affairs, the City of Austin and the Travis County General Fund. This division is also working with weatherization and home repair service funds received through the American Recovery and Reinvestment Act.

In the reporting period, a total of 2,945 county residents received energy saving and home repair assistance. The assistance was distributed in the following manner:¹

- ◆ 1,190 low-income homeowners and renters were helped to meet energy savings through the state-funded Low Income Home Energy Assistance Program (LIHEAP) and a state-funded grant from the Department of Energy.
- ◆ 1,341 low-income homeowners and renters were helped to meet energy savings through the federally funded ARRA Weatherization Assistance Program (WAP) administered by the State of Texas.
- ◆ 279 low income homeowners and renters were assisted through the state-funded Comprehensive Energy Assistance Program (CEAP), which replaces or repairs energy using devices such as refrigerators, air conditioners and heating systems. This activity aims to improve energy efficiency and reduce heating and cooling costs.
- ◆ 135 low-income homeowners and renters were assisted with home repair through General Fund dollars.

Travis County HHS/VS Family Support Services Division

The Family Support Services (FSS) Division provides rent and mortgage assistance for 30-day housing stabilization as well as utility assistance. Funding for services comes from the Travis County General Fund, the Federal Emergency Management Agency (FEMA), the Comprehensive Energy Assistance Program and a variety of local electric and gas utility providers.

Other Travis County HHS/VS Divisions

Other HHS/VS Divisions provide emergency rent or utility assistance on a smaller scale than FSS. These dollars are usually a part of a comprehensive case management program with strategic use of funds for families in need.

Travis County Housing Finance Corporation

Through the Travis County Housing Finance Corporation (TCHFC), Travis County is engaged in a number of efforts to foster and maintain affordable housing. The Corporation provides single-family home ownership (including down-payment assistance) opportunities to first-time homebuyers who meet certain income requirements. The Corporation also issues tax-exempt bonds to finance the

¹ Please note that some individuals may be counted in multiple categories due to receipt of assistance from any combination of these four programs.

construction or acquisition of multi-family apartments that must provide rental units to certain low and moderate-income families.

TCHFC continues to collaborate with FSS to implement a Tenant Based Rental Assistance (TBRA) program funded through the Texas Department of Housing and Community Affairs to provide rental assistance and case management for up to 24 months for certain low income households.

Twenty households received Tenant Based Rental Assistance during the past year. \$120,486.00 has been spent for rent and utilities assistance.

TCHFC assisted in the acquisition and rehabilitation of a large affordable apartment complex (Argosy Apartments owned by a nonprofit housing entity) through a bond issue. The bond issue allowed for the apartments to be purchased and improved, as well as providing affordable housing for Travis County citizens.

The Housing Authority of Travis County

The Housing Authority of Travis County (HATC) manages three public housing sites, a Section 8 Housing Choice Voucher Program and, three Shelter Plus Care Projects.

The three public housing sites have a total of 105 housing units and are located within the City of Austin. Additionally, HATC manages 33 units of Senior Housing in Manor, and 16 duplex units in Del Valle. The Housing Authority's affiliated entity, Strategic Housing Finance Corporation, is the general partner in three tax credit multifamily properties, including 208 units of Senior Housing in Pflugerville, 70 units of senior housing in Austin, and a 192 unit family property in Austin. The Shelter Plus Care projects provide rental assistance for homeless people with chronic disabilities in the Austin-Travis County area. The program utilizes integrated rental housing and flexible and intensive support services to promote community tenure and independence.

In the City of Austin and the unincorporated areas, HATC administers the Section 8 Housing Choice Voucher Program, assisting very low income, disabled and elderly families or individuals. During the program year, HATC set aside 22 vouchers for homeless individuals who will receive services through Travis County Criminal Justice planning received from the Department of Justice to create more Permanent Supportive Housing opportunities.

The CDBG program will continue to support HATC's efforts to provide homeownership and affordable housing opportunities to low-income residents. CDBG staff has worked with HATC staff to locate sites

in the unincorporated areas that are appropriate for rehabilitation or development. Though no sites have been identified yet, staff will continue to work collaboratively to find opportunities to work together.

BARRIERS TO AFFORDABLE HOUSING

In the PY11 – PY13 Consolidated Plan, eight barriers to affordable housing were outlined. These barriers were identified through the needs assessment, housing market analysis, provider forum and surveys, consultations and public hearings.

Lack of Funding for Affordable Housing

Funding for affordable housing requires many different products to achieve the desired affordability levels needed in a community. Funding mechanisms including the HOME Investment Program, tax credits, CDBG, FHA loans, and down-payment assistance – just to name a few – are key to increasing the affordable housing stock. Currently, Travis County does not receive a HOME formula allocation, which is a major funding source for many entitlement communities to develop affordable housing. Add to that shaky tax credit values, dwindling CDBG funds, and the tightened lending market, and one will find that developers of single family homes and multi-family housing have experienced difficulty maintaining previous development levels. It is traditionally these types of mechanisms that created the opportunity for affordable units and long term affordability. The reduction in access to funding along with a growing percentage of people with a cost burden and an ever widening gap of affordable rental units needed in the County, creates a significant barrier to affordable housing.

During the reporting period, the Program advocated for HUD funded programs, to remain fully funded to ensure the greatest access to funds, through its work with the National Association for County Community and Economic Development as well as through letters from the Travis County Commissioners Court to the county's Senators and US. Representatives. Unfortunately, CDBG funds were cut approximately 16.1% for PY 2011.

Land Costs

Land values in rural Travis County have steadily increased over the past decade. Though this trend has slowed with the decline of the housing market, land values in western Travis County remain strong enough to discourage the development of much-needed affordable housing.

During the reporting period, a sub-recipient build two homes on land purchased in PY 2012 for affordable single family home development in a desirable development area approximately 9 miles from Downtown Austin and across the street from a brand new elementary school.

Tight Credit Market

In the wake of the recession and collapse of the housing market, banks have significantly tightened credit requirements. While these tighter requirements were put in place to correct sub-prime lending practices that contributed to the foreclosure crisis, they also make it more difficult for some qualified buyers—particularly lower income homebuyers—to purchase a home or refinance an existing loan. This credit market also impacts a developer’s ability to borrow funds to create rental housing. The Housing Market Study above highlights the marked reduction in permits in Travis County, and points to the difficulty that developers are experiencing to create new market rate rental housing – much less affordable units.

The CDBG Program has funded over \$790,000 for homebuyer assistance programs that will allow for households, who qualify for a convention loan, but lack the funds to provide a down payment or who have a substantial gap to make the home affordable, the opportunity to request up to \$38,000 of assistance. During PY11, a sub recipient was identified to administer the project. At the close of the program year, Travis County and the sub recipient are finalizing all details of the project and the sub recipient will begin accepting program applications early in PY12.

Building Codes, Zoning Provisions, Growth Restrictions and Fees

Currently, Travis County does not have any building codes, zoning provisions or growth restrictions in the unincorporated areas. This is largely a function of state statutes that place significant limits on the authority of counties to regulate or restrict development. While less restrictions, codes and provisions initially increase affordable development, it also increases the likelihood for substandard housing and other unsuitable living conditions throughout the unincorporated areas.

During the reporting period, no changes have been made, however, the County now collects and maintains the inspection reports for new subdivisions for those living in the unincorporated areas.

Environmental Regulations

Several state and federal regulations exist to protect the environment including the Endangered Species Act, the National Pollutant Discharge Elimination System and the Wetland regulations. Texas rules include regulations for the installation of septic systems and for development over the Edwards

Aquifer. These regulations may increase costs for development, affecting affordability especially in the Western parts of Travis County where endangered species habitat and the Edward Aquifer are located.

During the reporting period, no actions were taken.

Other factors affecting affordability

Though housing affordability is traditionally evaluated by the percentage of income required for housing costs, policy makers and planners are increasingly considering the impact that housing location has on the overall affordability for a household. This is a particularly useful framework for considering affordability in the unincorporated areas of Travis County, where housing prices may be lower but other factors may be considerably more expensive.

- **Transportation**

Transportation costs are a major component of household expenditures. Residents of the unincorporated areas generally must travel farther for work, school and shopping, and have less access to public transit options. As a result, it is likely that residents of the unincorporated areas have higher transportation costs than residents of more densely developed urban neighborhoods.

- **Infrastructure**

Many parts of the unincorporated areas lack existing water and wastewater infrastructure and/or maintained. The costs of installing necessary infrastructure would make a property unaffordable to an individual or an affordable housing nonprofit developer.

- **Utility Costs**

The cost of utilities in the unincorporated areas varies, depending on the provider of the service in a given area. Based on input received through the social work program and resident engagement, monthly utility bills often represent a burden to very low-income households.

During the program year, the public service project referred clients to utility assistance programs, infrastructure was improved through the use of grant funds and water connections are being paid for using CDBG-R funds for a community.

IMPEDIMENTS TO FAIR HOUSING CHOICE

HUD has a commitment to eliminate racial and ethnic segregation, physical and other barriers to persons with disabilities, and other discriminatory practices in the provision of housing. HUD extends the responsibility of affirmatively furthering fair housing to local jurisdictions through a variety of regulations and program requirements.

As an entitlement county receiving CDBG funds from HUD, Travis County must fulfill its fair housing responsibilities by developing an Analysis of Impediments (AI) to Fair Housing Choice and by taking actions to overcome the identified impediments. Given the County's limited history administering the grant (since October 2006), the complexities of conducting a thorough analysis, and the limited staff resources, the CDBG office of Travis County developed a preliminary analysis to lay the foundation for a more comprehensive analysis to be conducted by a consultant.

The City of Austin conducted an Analysis of Impediments to Fair Housing Choice, published in February, 2005. Since much of the analysis conducted by the city used county level data, the impediments identified in this analysis can be expected to be true for other areas of the county, including the unincorporated areas. The identified impediments are the following:

- Lack of accessible housing to meet the need of the disabled community throughout the county
- Lack of affordable housing
- Discrimination of minorities in housing rental and sales market
- Misconception by property managers concerning family occupancy standards
- Predatory lending practices
- Disparity in lending practices
- Failure of mortgage lenders to offer products and services to very low income and minority census tracts people
- Insufficient financial literacy education
- Insufficient income to afford housing

In addition to the City of Austin's study, 2011-2013 Consolidated Plan allowed the County to lay the foundation for a robust AI with the key issues identified in the unincorporated areas which include population shifts, foreclosures, and lack of housing for specific populations.

During the reporting period, Travis County contracted with the firm Mullin & Lonergan with General Fund dollars totaling over \$60,000 to undertake an AI for the County. As part of the research for the AI, the consultants held two community forums, as well as on site interviews and focus groups with a

wide variety of stakeholders, both internal and external to the County. At close of program year, the consultants have delivered the first draft of the AI for Travis County review. The final draft of the document is anticipated to be presented to the Commissioners Court in the second quarter of PY12, with a public comment period to follow.

During PY11, all CDBG staff participated in trainings sponsored by the National Fair Housing Alliance (NFHA), either through classroom training or web-based training. Additionally, during the month of April the CDBG Office participated in Fair Housing Month by distributing information through a variety of outlets including: placement of a banner on the main Travis County website with links to more information; creation of a fair housing information sheet titled “10 Things You Can Do to Promote Fair Housing” that was distributed throughout the department; links to fair housing information and a video on the CDBG website; and information on Travis County’s TV Channel. Posters with general information about fair housing in English and Spanish were placed in all Travis County Community Centers, the offices of the Travis County Housing Finance Corporation, and the Housing Authority of Travis County. Finally, a notice with information on who to contact if you have experienced housing discrimination was placed in all of the Community Centers and outside of the CDBG offices.

Travis County Social Service Contracts in the amount of \$XX went towards legal aid and tenants’ council services to provide fair housing resources for a total of 10,069 clients in the 2011 program year.²

Literacy / Workforce Development / Job Training³

Through Social Service contracts, Travis County funds nonprofits that provide literacy and workforce education services throughout the county. As this issue closely aligns with CDBG’s current service area priorities, this is the first year that the CDBG office has decided to include more detailed information on these services within the CAPER.⁴ Travis County Social Service Contracts in the amount of \$XX went towards literacy, job training and workforce development programs to provide employment resources for a total of 22,646 clients in the 2011 program year. Of these clients, approximately 1,899 were enrolled in job training programs.⁵

²Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp)

³ Ibid.

⁴ Due to changes in funding priorities for social service contracts throughout fiscal year 2011-2012 some numbers may not accurately reflect the exact number of clients served based on inconsistent reporting requirements.

⁵ Ibid.

Equality of Access to Services

In the 2011-2013 Consolidated Plan, CDBG established that access to a variety of services were key in restricting fair housing choice. Due to the proximity to services, often times people living in the unincorporated areas access services less frequently than those living in the urban core. This may occur for a variety of reasons, however, to provide the best access possible, the Department funds the CDBG Social Work Expansion Program. During the program year, a program design occurred, which increased funding, to allow for the equivalent of 1.5 FTEs, thereby expanding both the geographical range and increasing the number of residents in the unincorporated areas that were able to be served by the program. The difference in the amount and geographical location of clients served by the program is shown in the map below.

Food Deserts/Food Poverty⁶

Through Social Service contracts, Travis County funds nonprofits that provide meal services throughout the county to increase access. As this issue closely aligns with CDBG's current service area priorities, this is the first year that the CDBG office has decided to include more detailed information on these services within the CAPER.⁷ Travis County Social Service Contracts in the amount of **XX** went towards literacy, job training and workforce development programs to provide meal equivalents for a total of 5,096,260 clients in the 2011 program year.⁸

Travis County's CDBG program contributed to food desert education and advocacy in the unincorporated areas of the county by working with Austin's Colony, an unincorporated housing development, to address the needs of its community garden project. Travis County continues to work with the community to further opportunities for sustainable food sources in the unincorporated areas of the county.

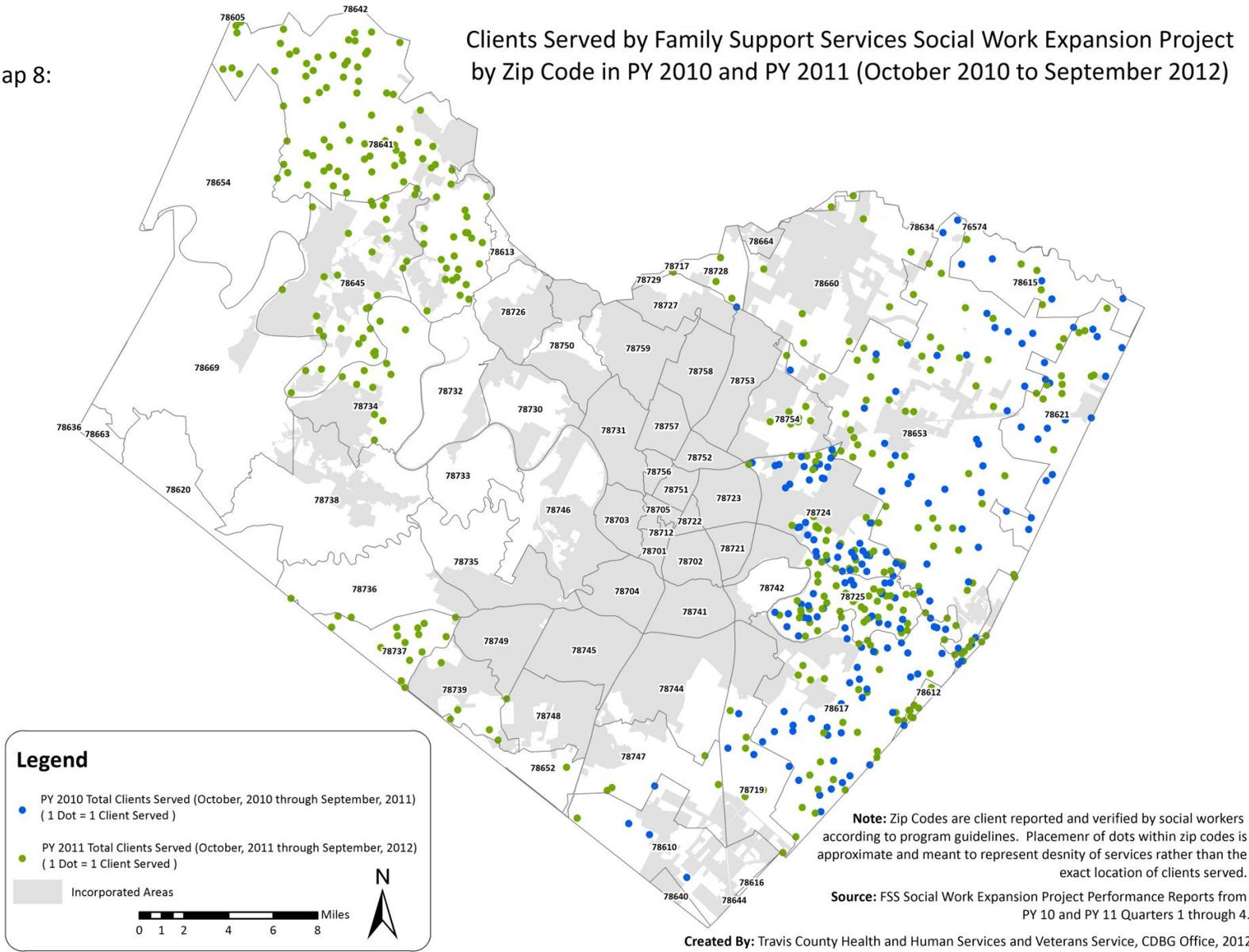
⁶ Due to changes in funding priorities for social service contracts throughout fiscal year 2011-2012 some numbers may not accurately reflect the exact number of clients served based on inconsistent reporting requirements.

⁷ Ibid.

⁸ Due to the nature of this cluster of service providers, some of the agencies within this category overlap in providing meal equivalents. Therefore client numbers may appear higher than they actually are.

Map 8:

Clients Served by Family Support Services Social Work Expansion Project by Zip Code in PY 2010 and PY 2011 (October 2010 to September 2012)



HOMELESSNESS

Planning Efforts to End Homelessness

Travis County is a member of the Ending Chronic Homelessness (ECHO) Coalition whose mission is to identify specific strategies and oversee ongoing planning and implementation of a plan to end chronic homelessness in Austin and Travis County. The coalition is comprised of four committees or work groups: Housing, Continuum of Care (CoC), Outreach and Education, Data, and the 100,000 Homes Campaign. These committees in turn have subcommittees. Regular monthly meetings for each committee/subcommittee are held, and plenary meetings for all ECHO members are held quarterly. In PY11, Travis County granted ECHO \$50,000 to provide administrative and operating support to the newly formed nonprofit to administer homelessness prevention services within the County.

Travis County CDBG staff joined ECHO’s Planning and Evaluation Committee during PY07 and since then has participated in a number of subcommittees including the Count and Survey sub-committee in charge of the annual homeless count, and the Independent Review Team that reviews and ranks CoC applications and provides feedback to contracting agencies as well as the Housing Committee and Membership Council. Refer to the section on HUD Continuum of CARE (CoC) Funding for further details on CoC.

Homeless Services⁹

During the 2011 program year, Travis County did not target the use of CDBG funds toward homeless efforts. However, Travis County invested \$XX in general fund dollars via contracts with social service providers targeting the homeless persons in conjunction with the Austin/Travis County ESG grant administration and the Austin/Travis County Plan to End Chronic Homelessness. Services provided include:

- ◆ 1,045 unduplicated clients received case management
- ◆ 61 unduplicated clients received supportive housing
- ◆ 4,114 adults and children received shelter
- ◆ 96 adults and children were placed in transitional housing
- ◆ 110,991 bed/nights were offered for emergency shelter.

⁹ Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp)

Homelessness Prevention

A variety of homelessness prevention efforts are made through the Travis County General Fund and other grant sources. HHS/VS invests funds through its Family Support Services Division (FSS) to address housing stability issues including rent, mortgage and utility assistance. During the reporting period, FSS provided over \$ XX of General Fund and grant assistance dollars to provide:

- ◆ 7,169 individuals with emergency rent/mortgage payments to stabilize housing for 30 days.
- ◆ 17,744 individuals with utilities to resolve an energy crisis and maintain housing.

HHS/VS invests \$ XX through social service contracts focusing on housing stability.¹⁰ Services provided include:

- ◆ 997 unduplicated clients received homelessness prevention services;¹¹
- ◆ 209 households with Rent/Utility Assistance;¹²
- ◆ 84,102 hot meals provided.

HUD Continuum of CARE (CoC) Funding

Continuum of Care is a funding mechanism by which HUD awards through a national competition grants for the Supportive Housing Program (SHP), Shelter Plus Care (S+C) and the Section 8 Moderate Rehabilitation Single-Room Occupancy (SRO) Program to states, localities and nonprofit organizations.

The SHP program provides funding for the development of transitional housing for homeless individuals with disabilities. The S+C program provides rental assistance for homeless people with chronic disabilities (usually severe mental illness, HIV/AIDS, and chronic drug and/or alcohol dependency). All grantees are required to match their federal funding for rental assistance with equal funding for supportive services. The SRO program provides project-based rent subsidies for occupants of single-room occupancy facilities that have undergone moderate rehabilitation.

The Austin/Travis County received approximately \$ 5 million in HUD Continuum of Care (CoC) funding. Part of the funding will focus on projects that qualify as part of the SHP program while the other part

¹⁰ Many other service providers assist residents in Travis County with housing stability issues. However, reporting is limited due to a shift in funding priorities during fiscal years 2011-2012. Therefore, reporting for Program Year 2011 only includes data from one service provider in this category.

¹¹ For a portion of program year 2011, several service provision schedules were shifted due to organizational changes. This number only represents data from one program operating from June to September of 2012.

¹² The services represented in this category were discontinued during the PY11 due to organizational changes. Therefore, this number only represents numbers of households from Quarter 4 of calendar year 2011.

will target projects under the S+C programs. Additionally, the CoC received a Samaritan bonus to increase funds for permanent supportive housing.

HOME/ AMERICAN DREAM DOWN PAYMENT INITIATIVE (ADDI)

Travis County does not receive HOME or ADDI funds at this time.

EMERGENCY SHELTER GRANT

Travis County does not receive Emergency Shelter Grant funds at this time.

ADDRESSING “WORST CASE” HOUSING NEEDS

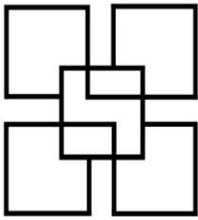
Addressing the housing needs of persons with disabilities and households who live at or below 50% of the Median Family Income (MFI) is critical to ensuring a viable community. HUD defines households with worst case needs as unassisted renters with incomes below 50% of the local area median incomes, who pay more than half of their income for housing or live in severely substandard housing.

CDBG Efforts

The implementation of the FSS Social Work program this year provided data to demonstrate the housing needs. More than half of the households served thus far identified having a housing problem (either in need of housing or requiring major housing repairs). CDBG has funded home rehabilitation, homebuyer assistance and land acquisition to support affordable housing development to reduce the cost burden for households at or below 80% MFI.

Travis County Efforts

The County addresses worst case housing needs in a variety of ways including targeted investments to low income persons. The Travis County Housing Services performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. As pointed out in an earlier section of this report, during PY11 a total of 2,945 county residents received energy saving weatherization and emergency repair assistance.



NON-HOUSING COMMUNITY DEVELOPMENT AND OTHER ACTIONS

NON-HOUSING COMMUNITY DEVELOPMENT INVESTMENTS

Non-Housing Community Development projects include infrastructure, public facilities and public service projects. Out of these three categories Travis County identified infrastructure and community services as high priorities for the 2011-2013 Consolidated Planning period. The table below summarizes the non-housing community development gaps in funding, as well as the assistance goals of the CDBG program over the planning period.

Figure 18: Non-Housing Community Development Activities

	Needs	Gap	Priority Need	Goals		
				Year 1	Year 2	Year 3
Infrastructure	\$26,000,000	\$26,000,000	High	\$145,000	\$280,000	\$380,000
Community Services*	\$3,000,000	\$3,000,000	High	\$118,500	\$118,500	\$118,500
Public Buildings & Facilities	\$15,000,000	\$15,000,000	Medium	\$0	\$0	\$0
Business & Jobs	\$2,000,000	\$2,000,000	Medium	\$0	\$0	\$0

*Includes expanding service to Populations with Specialized Needs/Services

OVERVIEW OF TRAVIS COUNTY CDBG INVESTMENTS IN COMMUNITY DEVELOPMENT

Figure 19: Overview of Travis County CDBG Investment in Community Development

Community Development Needs/Projects	Priority Need Level	CDBG Investments
Infrastructure		
Water Improvements PY06 Northridge Acres	High	\$ 200,000
Street Improvements PY 06 Apache Shores	High	\$ 305,000
Street Improvements PY 07 Apache Shores	High	\$ 500,000
Street Improvements PY 06 Lava Lane	High	\$ 83,659
Street Improvements PY 09 Lava Lane	High	\$ 60,000
Street Improvements PY 10 Lava Lane	High	\$ 400,000
Street Improvements PY 11 Lake Oak Estates	High	\$ 145,000
Total Infrastructure		\$ 1,693,659
Community Service		
Other Public Service Needs PY 07	High	\$ 64,000
Other Public Service Needs PY 08	High	\$ 64,877
Other Public Service Needs PY 09	High	\$ 35,000
Other Public Service Needs PY 10	High	\$69,295

Community Development Needs/Projects	Priority Need Level	CDBG Investments
Other Public Service Needs PY 10	High	\$ 118,500
Total Community Service		\$ 351,672
Public Buildings & Facilities	Medium	\$ 0
Business & Jobs	Medium	\$ 0

In addition to CDBG investments, the County’s infrastructure department, Transportation and Natural Resources, conducts community development activities in the form of public parks, bridge and drainage projects, storm water management, road maintenance, on-site sewage facilities, transportation planning, and various other projects, approximately totaling over \$50 million.

Water and Wastewater Needs

Since the inception of the CDBG Program, there has been strong interest in water and wastewater projects from residents in the unincorporated areas. To date, the Travis County CDBG office has received public requests for water infrastructure projects that taken together would cost \$16,000,000 to implement and requests for wastewater infrastructure projects that would cost a total of \$8,000,000 to implement. A higher percentage of these requests have come from neighborhoods on the eastern side of the county. Due to funding constraints, no water infrastructure projects are currently funded through the CDBG program; however, CDBG-R funds are currently allocated to a water connection project. The project was completed during the program year.

Transportation¹³

Travis County’s HHS/VS provides services to populations through direct services as well as social service contracts and inter-local agreements with other governmental organizations. Travis County HHS/VS invests in different programs to address community development needs. Transportation is one of

¹³ Travis County HHS/VS has invested in multiple agencies providing transportation services through social service contract dollars for many years. However, due to shifts in funding priorities and reporting requirements, this category only captures performance data for one service provider for PY 2011.

many social service contracts that Travis County invests in to improve access and ensure inclusion. In program year 2011, \$XX went towards service providers working to create improved access through 18,125 trips provided for 1,005 individuals.

ANTI-POVERTY STRATEGY

Travis County's lead agency for administering CDBG funds is the Health and Human Services & Veterans Service Department. Addressing poverty is at the heart of the mission of the Department, whose mission is "to work in partnership with the community to promote full development of individual, family, neighborhood, and community potential." The vision of HHS/VS is "optimizing self-sufficiency for families and individuals in safe and healthy communities." Both the mission and vision of HHS/VS are essentially aimed at preventing and ameliorating conditions of poverty in Travis County.

Annually, over \$XX million is invested in alleviating the conditions which contribute to poverty by stabilizing housing, providing comprehensive case management, and increasing opportunity through workforce development and youth and child programs – just to name a few. Furthermore, the CDBG program has invested in expansion of an internal social work program to serve over 391 people to link them to services to improve self-sufficiency and quality of life; while investments in housing will be made to reduce cost burden and to improve access to safe and decent housing.

Travis County operates a number of anti-poverty programs that assist individuals and families on multiple fronts in transitioning from crisis to self-sufficiency. The County carries out its anti-poverty programs both through the direct delivery of services managed by HHS/VS and by purchasing services from private and not-for-profit agencies in the community – referenced above. In addition to the provision of direct services, Travis County continually assesses the poverty and basic needs of county residents, works with stakeholders in facilitating anti-poverty efforts, and supports public policy initiatives that prevent and ameliorate conditions of poverty.

Overall, the needs of the residents in the unincorporated areas have not been studied in depth and quantified as much as those that live within the city limits. The work of the social services program and collaborative planning will continue to identify those needs and will serve as a starting point for a more thorough needs assessment.

NON-HOMELESS SPECIAL NEEDS

HUD identifies non-homeless special needs populations as elderly, frail elderly, those with severe mental illness, the developmentally disabled, the physically disabled, persons with alcohol and other drug addictions, victims of domestic violence, and persons living with HIV/AIDS.

Travis County’s HHS/VS provides services to special needs populations through direct services as well as social service contracts and inter-local agreements with other governmental organizations. Travis County HHS/VS invests in different programs to address public health, substance abuse, indigent health, and mental health needs. Additionally, CDBG funded programs will be marketed to populations with specialized needs and services to ensure inclusion and improve access.

Services for Elderly & Frail Elderly¹⁴

Travis County funded \$XX dollars worth of services to the elderly and frail elderly through social service contracts during the reporting period. Services provided include case management, in-home care services, meals and bill payer services. In-home services include assistance with personal hygiene tasks as well as housekeeping, while bill payer services included assistance with finances and money managements. There were:

4,217 unduplicated clients served	1,471 unduplicated clients received case management services
574,316 prepared meals provided	1,557 individuals received in-home services.

Services for Persons with Physical Disabilities or Developmental Delays¹⁵

Through social service contract investments during the reporting period, Travis County funded XX dollars worth of services for persons with physical disabilities and developmental delays. Services centered around employment and job-readiness, case management, early childhood intervention, basic needs assistance, and social/recreational opportunities. A total of 4,999 unduplicated children

¹⁴ Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp).

¹⁵ Ibid.

and adults were served during the reporting period. Amongst the total number of clients, 2,356 case management hours were recorded.

Services for Victims of Domestic Violence¹⁶

Travis County funded **XX** dollars worth of services for persons experiencing abuse, neglect, domestic violence, and sexual assault through social service contract investments during the reporting period. Services centered around advocacy, crisis management, emergency shelter, transitional housing and counseling. Approximately 48,782 days of shelter and 2,891 unduplicated adults and children received services during the reporting period.

Services for Persons Living with HIV/AIDS¹⁷

In PY11 Travis County funded **XX** dollars worth of services for persons living with HIV/AIDS (PWLA) through social service contract investments. Services centered around advocacy, crisis management, emergency shelter, transitional housing, and counseling. A total of 1,458 persons received services including case management, medical care retention, client advocacy, medication adherence assistance, food pantry assistance, nutritional counseling, home health, prevention and support groups. Additionally, Travis County provided other services through public health inter-local agreements.

LEAD-BASED PAINT

During PY11, the CDBG office continued to develop a lead-based paint procedures manual for guiding the implementation of the home rehabilitation project. Prior to contracting for the owner occupied home repair program, the County will finish the manual and follow its guidelines to comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September, 1999. Activities supported with Travis County CDBG funds must be in full compliance with the Lead Safe Housing Rule (24 CFR Part 35) of the U.S. Department of Housing and Urban Development (HUD). The CDBG program has created guidelines to ensure that the necessary steps for notification, identification and treatment of Lead Based Paint are followed, for owner occupied rehabilitation projects, homebuyer assistance projects and other projects as appropriate.

¹⁶ Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp).

¹⁷ Ibid.

HHS/VS Housing Services Division, which receives funds through State grant funds and the Travis County General Fund, provides limited lead-based paint remediation on houses built before 1978 where small holes in the wall or similar acts that could cause additional possible lead exposure are made. The lead safe practices are used to ensure client and worker safety. Areas disturbed are sealed and all loose contaminants are removed. The Housing Services Division does not have a complete lead abatement process nor does it have a formal lead based paint remediation program; however, they do perform Lead Safe work as prescribed by the EPA in conjunction with their WAP and Home Repair Programs. Housing Services is an EPA Certified Lead Safe Firm who employs EPA Certified Lead Safe Renovators and complies with lead safe practices when working on homes built prior to 1978.

SPECIFIC HOPWA OBJECTIVES

Travis County does not receive HOPWA funds at this time.

APPENDIX A

Attachment A: Public Comment Advertisements

PUBLIC NOTICE

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

INVITATION TO COMMENT ON THE DRAFT OF THE PROGRAM YEAR 2011 CDBG ANNUAL REPORT

As part of Travis County’s ongoing public engagement related to its Community Development Block Grant (CDBG) Program, Travis County will make available to the public its Program Year 2011 CDBG annual report known as the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1, 2011 to September 30, 2012, and describes progress made in carrying out the CDBG projects. This report will be submitted to the U.S. Department of Housing and Urban Development to meet federal requirements.

Comment Period and Draft Document

Comments will be accepted for 15 days beginning November 30, 2012 at 8:00 a.m. and ending December 14, 2012 at 5:00 p.m. Beginning November 30, 2012, a draft document will be available for download on the Travis County CDBG page www.co.travis.tx.us/CDBG or available for review at any of the seven Travis County Community Centers:

The community centers are located at the following addresses:

South Rural Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

Public Hearings

The public can provide their comments by attending a Public Hearing scheduled for Tuesday, December 4, 2012 at 9:00 a.m. at the Travis County Commissioners Courtroom, 700 Lavaca St., Austin, TX.

Mailing Comments

The public can also mail their comments to: CDBG Program, Travis County, HHSVS, P.O. Box 1748, Austin, TX 78767 or e-mail them to the CDBG program at cdbg@co.travis.tx.us

For additional information contact Christy Moffett, at cdbg@co.travis.tx.us or call 512-854-3460. To request that an American Sign Language or Spanish interpreter be present at the public hearing, please contact staff at least five business days in advance.

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-854-3460 for assistance.



NOTICIA PUBLICA

EL PROGRAMA DE SUBSIDIOS GLOBALES DE DESARROLLO COMUNITARIO (CDBG) DEL CONDADO DE TRAVIS

INVITACIÓN PARA COMENTAR SOBRE LA VERSIÓN PRELIMINAR DEL INFORME ANNUAL DEL PROGRAMA CDBG PARA EL AÑO PROGRAMÁTICO 2011

Como parte del proceso continuo de participación del público del Condado de Travis relacionado con el Programa de Subsidios Globales para el Desarrollo Comunitario (conocido como CDBG por sus siglas en inglés) el Condado de Travis pondrá a disposición del público el informe anual del programa CDBG para el año programático 2011 conocido como Informe Anual Consolidado de Desempeño y Evaluación (CAPER).

El informe CAPER cubre un período desde el 1 de octubre de 2011 hasta el 30 de septiembre de 2012, y describe el progreso realizado en el desarrollo de los proyectos del programa CDBG. Este informe será presentado al Departamento de Vivienda y Desarrollo Urbano de EE.UU. para cumplir con los requisitos federales.

Período para comentarios y documento preliminar

Se aceptarán comentarios durante 15 días a partir del 30 de noviembre de 2012 a las 8:00 a.m. hasta el 14 de diciembre de 2012 a las 5:00 p.m. A partir 30 del noviembre de 2012 la versión preliminar del documento estará disponible para ser descargada de la página del programa CDBG del Condado de Travis en internet www.co.travis.tx.us/CDBG o estará disponible para ser consultada en cualquiera de nuestros siete centros comunitarios del Condado de Travis:

Centro Comunitario Rural del Sur	3518 FM 973, Del Valle
Centro Comunitario del Condado de Travis	15822 Foothills Farm Loop, Bldg D, Pflugerville
Centro Comunitario Rural del Oeste	8656-A Hwy 71 W., Suite A, Oak Hill
Centro Comunitario Rural del Noroeste	18649 FM 1431, Jonestown
Centro Comunitario Rural del Este	600 W. Carrie Manor, Manor
Centro Comunitario de Palm Square	100 N. IH-35, Suite 1000, Austin
Centro Comunitario de Post Road	2201 Post Road, Suite 101, Austin

Audiencia pública

El público puede hacer sus comentarios asistiendo a una audiencia pública programada para el 4 de diciembre de 2012 a las 9:00 a.m. en el edificio Travis County, en la sala "Commissioners Courtroom", 700 Lavaca St., Austin, TX.

Envío de comentarios

El público también puede mandar comentarios por correo postal al: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 o por correo electrónico a CDBG al cdbg@co.travis.tx.us.

Para mayor información comuníquese con Christy Moffett a través del e-mail cdbg@co.travis.tx.us o llamando al 512-854-3460. Para solicitar que haya un intérprete en español o de lenguaje americano de señas en alguna de estas reuniones, por favor contacte al personal por lo menos con cinco días hábiles de anterioridad.

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 512-854-3460.



APPENDIX A

Attachment B: Summary of Public Comments

To be added to final draft.

APPENDIX B

Attachment A: CDBG Financial Summary Report (CO4PR26)



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2011
 TRAVIS COUNTY , TX

DATE: 11-16-12
 TIME: 10:45
 PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,269,571.85
02 ENTITLEMENT GRANT	790,136.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
06 RETURNS	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,059,707.85

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	154,213.76
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	154,213.76
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	153,145.83
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	307,359.59
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,752,348.26

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	154,213.76
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	154,213.76
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2011 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	89,468.77
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	89,468.77
32 ENTITLEMENT GRANT	790,136.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	790,136.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	11.32%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	153,145.83
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	153,145.83
42 ENTITLEMENT GRANT	790,136.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	790,136.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.38%



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2011
 TRAVIS COUNTY , TX

DATE: 11-16-12
 TIME: 10:45
 PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2010	1	27	5377046	PY 10 Lava Lane - Phase 3	03K	LMA	\$10,552.19
2011	1	34	5377046	PY11 FSS Social Work Services Expansion	05	LMC	\$4,717.61
2011	1	34	5406255	PY11 FSS Social Work Services Expansion	05	LMC	\$5,917.75
2011	1	34	5419095	PY11 FSS Social Work Services Expansion	05	LMC	\$4,556.63
2011	1	34	5428210	PY11 FSS Social Work Services Expansion	05	LMC	\$5,152.96
2011	1	34	5446417	PY11 FSS Social Work Services Expansion	05	LMC	\$12,808.64
2011	1	34	5457725	PY11 FSS Social Work Services Expansion	05	LMC	\$11,501.67
2011	1	34	5465085	PY11 FSS Social Work Services Expansion	05	LMC	\$11,029.97
2011	1	34	5485804	PY11 FSS Social Work Services Expansion	05	LMC	\$12,893.30
2011	1	34	5492530	PY11 FSS Social Work Services Expansion	05	LMC	\$20,890.24
2011	2	35	5377046	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$3,594.66
2011	2	35	5406255	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$3,996.28
2011	2	35	5419095	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$1,492.44
2011	2	35	5428210	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$2,450.43
2011	2	35	5446417	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$2,183.30
2011	2	35	5457725	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$2,286.13
2011	2	35	5465085	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$2,111.80
2011	2	35	5485804	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$2,570.37
2011	2	35	5492530	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$3,737.04
2011	2	35	5497890	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$29,770.35
Total							\$154,213.76

APPENDIX B

Attachment B: Program Year 2011 Summary of Accomplishments (CO4PR23)

To be added to final draft.

APPENDIX B

Attachment C: Summary of Consolidated Plan Projects (PR06)

To be added to final draft.

APPENDIX B

Attachment D: CDBG Activity Summary Report for Program Year 2011 (CO4PR03)

To be added to final draft.



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: David A. Salazar 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Receive Update on Children's Optimal Health and Take Appropriate Action.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Since the inception of Children's Optimal Health, the Travis County has partnered with other local government entities and community-based organizations in coordinating efforts to reach the goal of improved access to and delivery of health resources and social services to eligible residents of Travis County.

STAFF RECOMMENDATIONS:

Staff seeks direction from the Court in continuing to support the efforts of Children's Optimal Health and its partner agencies as doing so would help in streamlining the County's community investments in the areas of social services and public health.

ISSUES AND OPPORTUNITIES:

Children's Optimal Health enables the community to visualize the health of its neighborhoods, identify assets and needs, unearth and nurture opportunities for collaborative change, as well as monitor outcomes over time through GIS mapping and related analysis applied to public and privately held datasets.

The work accomplished by the Children's Optimal Health allows its partners to improve operations, create relevant policy, identify areas for research, and mobilize the community regarding important issues of children's health,

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

including childhood obesity, behavioral and mental health, housing and homelessness, early education and afterschool care.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is currently no fiscal impact regarding this agenda item.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney

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

Maps speak a universal language and offer a valuable communication tool. The methods used by Children's Optimal Health (COH) have taken this tool to a new and exciting level of specificity that enhances the ability for health and service providers to more effectively target limited funds.

In early 2008, thirteen lead community agencies and institutions in Austin, TX came together as Charter Members of Children's Optimal Health (COH). Five of the organizations committed initial funding, while others committed data, time, and their knowledge surrounding the health of Central Texas children/youth. These Board members reflect the diverse organizations that impact outcomes for children including healthcare, housing, education, economic development, and social/emotional development; thus, enhancing our ability to look at a broader definition of health. Further, this collaborative approach allows us to take a closer look at the social determinants and disparities in access to healthcare and social services creating significant barriers to the health and well-being of children and youth. The purpose of these efforts is to:

- Improve operations
- Impact policy
- Encourage research
- Mobilize the community

COH maps proprietary, de-identified, legally compliant data acquired through Data Sharing Agreements with over 14 Austin area education & health entities. For the Obesity Project, the first maps reflected the health status of Austin Independent School District (AISD) middle school students by neighborhoods of residence based on BMI and cardiovascular health measures. The ability to use individual residence data allows COH to create neighborhood level maps and enables the identification of "hot spots" as opposed to the diffused image that results from somewhat limited data provided by zip code and other public data. Once concentrations, also known as "hot spots," are identified, it is possible to create drill-down maps that take a closer look at contributing factors. Community asset data (such as food, schools, parks, healthcare, and transportation), demographic data (such as socio-economic status and race/ethnicity), and other community characteristic data (such as crime rates) can be overlaid giving a fuller picture of both positive and negative contributing factors. All maps are approved by an expert Technical Advisory Committee (TAC) made up of physicians, school officials, direct service providers, researchers and academics, and the data owners.

Once projects are completed, a community summit is held to present the information to the community and engage action partners in the planning process for prevention and intervention for the neighborhoods of need. Summits bring experts, parents, educators, health and social service providers, neighborhood advocacy groups, and others together to find solutions through policy and environmental changes. Nine have been held with two more in the planning stages.

COH is unique. Our organization:

- Is a trusted data holder (for appropriate use and for HIPAA and FERPA compliance), COH, through Data Sharing Agreements (DSAs), and knows how to protect data from misuse.
- Has developed effective processes to analyze and display complex spatial data.
- By combining data from multiple sources and sectors, can leverage data for our community's benefit in ways no single member organization can. The insights gathered by analyzing data from multiple sources can also help individual organizations improve their effectiveness in the delivery of services that significantly improve the health outlook for children and youth.

Other projects include Behavioral Health, Transportation Related Child Injury, Young Children by Physical and Social Environment, and Hays Consolidated ISD Obesity among others. COH has now gained access to data to further allow expansion projects to other school districts, as well as an asthma project and is anticipating dental and prenatal outcome projects while expanding on the behavioral health, child injury, and obesity mapping.

The maps provide a data driven picture easily understood by all. They have been utilized to stimulate targeted action, to support service providers with information to attract funding, and with time- series mapping, to evaluate interventions once they occur.

GIS mapping has become a popular and useful technique in looking singularly at an area of need. However, the level of data used and usefulness of the resulting images are critical to providing a level of understanding that is not generally available. Our collaboration results in breadth, depth, and quality that is cross-cutting across contributors to health and well-being, as well as across service providers.

COH is proud to have an active collaboration of community partners that are joined in making informed decisions that result in improvements in child health.

Contact:

Maureen Britton
President/Executive Director
1206 West 38th Street, Suite 4220
Austin, TX 78705
(512) 324-5981
mbritton@childrensoptimalhealth.org
www.childrensoptimalhealth.org

COH Board Membership

*Robert I. Bonar, Jr., DHA, *Board Chair*

Seton Family of Hospitals, *President/CEO*

Dell Children's Medical Center, *CEO*

rbonar@seton.org

*William Sage, MD, JD, *Board Vice-Chair*

University of Texas at Austin, *Vice Provost for Health Affairs*

wsage@law.utexas.edu

Susan Dawson, *Board Community Vice-Chair*

E3 Alliance, *Executive Director*

sdawson@e3alliance.org

Ellen Balthazar, *Board Secretary*

Early Childhood, *At Large - Community Representative*

ellenpbalthazar@gmail.com

*Pete Perialas, *Treasurer*

Lone Star Circle of Care, *President and CEO*

pperialas@lscctx.org

*Bobbie Barker

St. David's Foundation, *Vice President – Grants and Community Programs*

bbarker@stdavidsfoundation.org

*Trish Young, CPA

Central Health, *President and CEO*

Trish.Young@centralhealth.net

Meria Carstarphen, PhD

Austin Independent School District, *Superintendent*

superintendent@austinisd.org

*Carlos Rivera

City of Austin, *Director, Health & Human Services*

Carlos.Rivera@austintexas.gov

Veronica Macon, *Vice President of Community Development District II*

Housing Authority of the City of Austin

veronicam@hacanet.org

Susan McDowell

Lifeworks, *Executive Director*

Susan.McDowell@lifeworksaustin.org

*Jeff Thomas

HEB Grocery Company, *Senior Vice President and General Manager/Central Texas*

thomas.jeff@heb.com

Suki Steinhauser, Executive Director

Communities in Schools of Central Texas

ssteinhauser@ciscentraltexas.org

*Sustaining Members

Non-member Consultants

Stephen Pont, Dell Children's Medical Center

Travis County, Sherri Fleming

Seton Healthcare Family, Ashton Cumberbatch

Greater Austin Chamber of Commerce, Drew Scheberle

University of Texas/ School of Public Health, Steve Kelder

COMPLETED PROJECJTS

(Short Summary)

Young Children Volume II – United Way Capital Area Success by 6 Partnership

Project Partner(s): United Way Capital Area Success by 6, UCLA Center for Healthier Children, Families and Communities.

Question/Topic: Are there neighborhoods where very young children are identified with developmental vulnerabilities?

Summit: Presented at United Way Capital Area Success by 6 Data Dive and Summit

Online: Yes

Central Texas Afterschool Network, Partners in Improving Child Well-being

Project Partner(s): Central Texas Afterschool Network and Safe Schools/Healthy Students – Austin Community Collaboration to Enhance Student Success (ACCESS)

Question/Topic: Where are the afterschool resources for children in 17 targeted Central Texas Zip Codes?

Summit: Presented at CTAN Breakfast of Champion's October 2011

Online: Yes

Child and Youth Behavioral Health, 2009-2010

Project Partner(s): Safe Schools/Healthy Students – Austin Community Collaboration to Enhance Student Success (ACCESS) and AISD

Question/Topic: What is the behavioral health status of children and youth in the Austin area?

Reports: School and Community Safety, Student Disciplinary Actions, Student Substance Use, and Clinical and Community Supports

Summit: May 2011

Online: Yes

Continuation: Originating at the Summit, community stakeholders have formed a Child and Youth Behavioral Health Clinical Advisory Group.

Transportation Related Child Injury, 2007-2009

Project Partner: Dell Children's Medical Center

Question/Topic(s): Motor Vehicle Crashes Involving Children, Child Passenger Safety: Restraint Use and Resources, and Child Pedestrian and Cyclist Injuries

Summit: February, 2012

Online: Yes

Child Obesity by Neighborhood, 2007-2010

Project Partners: Austin Independent School District; Hays Consolidated Independent School District; Manor Independent School District

Question/Topic: Where are the ISD students (Elementary, Middle and High School) who are at risk for obesity and related health problems?

Summits: Dove Springs Neighborhood March 2011 and February 2009 Community Wide May 2012 Hays CISD

Online: Child Obesity by Neighborhoods and Middle School s- 2009, 2010, and 2011, Hays CISD -2011

Continuation: COH is pursuing data sharing agreements (DSAs) will surrounding ISDs and a funding source to create a picture of Child Obesity in Central Texas.

Update: DSAs have been signed with Pflugerville ISD and Del Valle ISD.

Housing Authority of the City of Austin, 2009-2010 Academic Success, Absenteeism, and Fitness

Survey of AISD students per HACA Facility

Project Partner(s): City of Austin Housing Authority

Question/Topics: How do students living in HACA facilities compare to their peers (other AISD students) on academic performance, absenteeism, and fitness?

Online: Yes, Aggregate Report

Young Children, by Physical and Social Environment, 2007-2008

Project Partner: Safe Schools/Healthy Students – Austin Community Collaboration to Enhance Student Success (ACCESS)

Question/Topic: What does the physical and social environment look like for Austin's youngest children and their families?

Summit: September 2010

Online: Yes

Continuation: United Way has funded an extension of this project in partnership with UCLA to further investigate the environment for young children in Manor ISD and Quail Creek/St. Johns Neighborhood and incorporate data on WIC Clinic locations and services.

Access to Healthcare, 2008

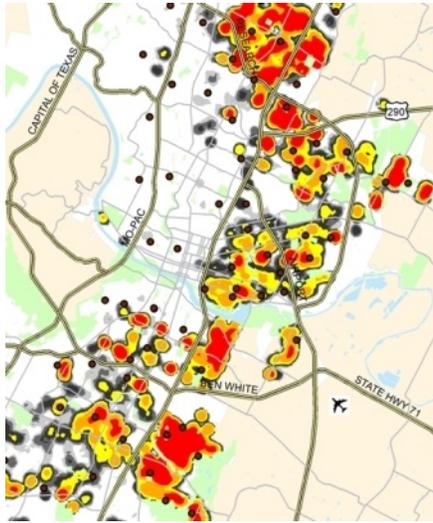
Identification of Central Health's target population (un/under-insured)

Behavioral Health, 2012

What is the co-morbidity for mental illness and substance abuse and the geographic distribution?

Project Partner: Central Health

Online: No



Maureen Britton, Executive Director

Susan Millea, Ph.D. Community GIS Facilitator

CHILDREN'S OPTIMAL HEALTH

MISSION

COH enables communities to visualize the health of their neighborhoods, identify assets and needs, unearth and nurture opportunities for collaborative change and monitor outcomes over time through GIS mapping and related analysis applied to public and privately held data sets.

- Improve Operations
- Inform Policy
- Encourage Research
- Mobilize the Community

COH Board and Consultants

Board Members

- **Seton Healthcare Family***
- **St. David's Foundation***
- **Lone Star Circle of Care***
- **Central Health***
- **Austin ISD***
- **University of Texas at Austin***
- **H-E-B***
- **City of Austin***
- Housing Authority of the City of Austin
- Communities in Schools
- E3 Alliance
- Lifeworks
- Early Childhood Representative

Consultants (non-voting)

- UT School Public Health at Austin
- Greater Austin Chamber of Commerce
- Travis County

*Denotes ongoing financial support.

Travis County

History of Involvement

- Formative Stages
- Business Formation
- TUUNA (Texas Uniform Unincorporated Nonprofit Association)
- Current consultants

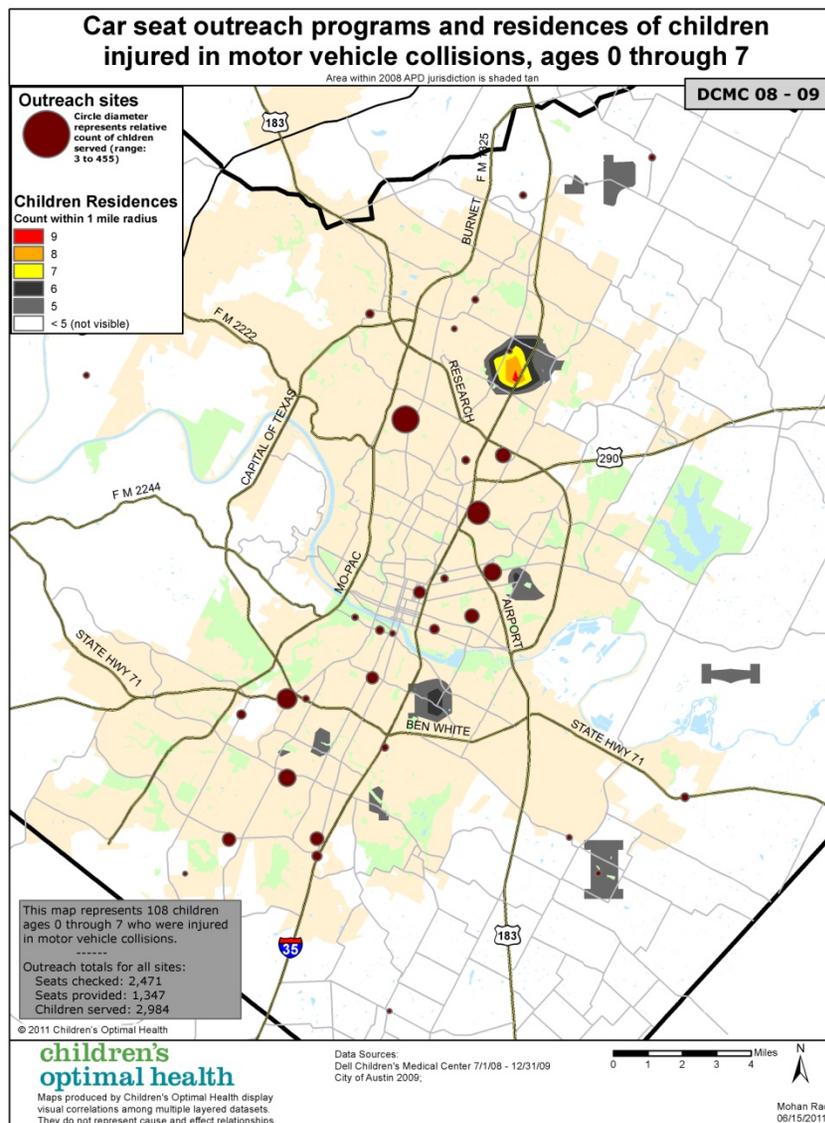
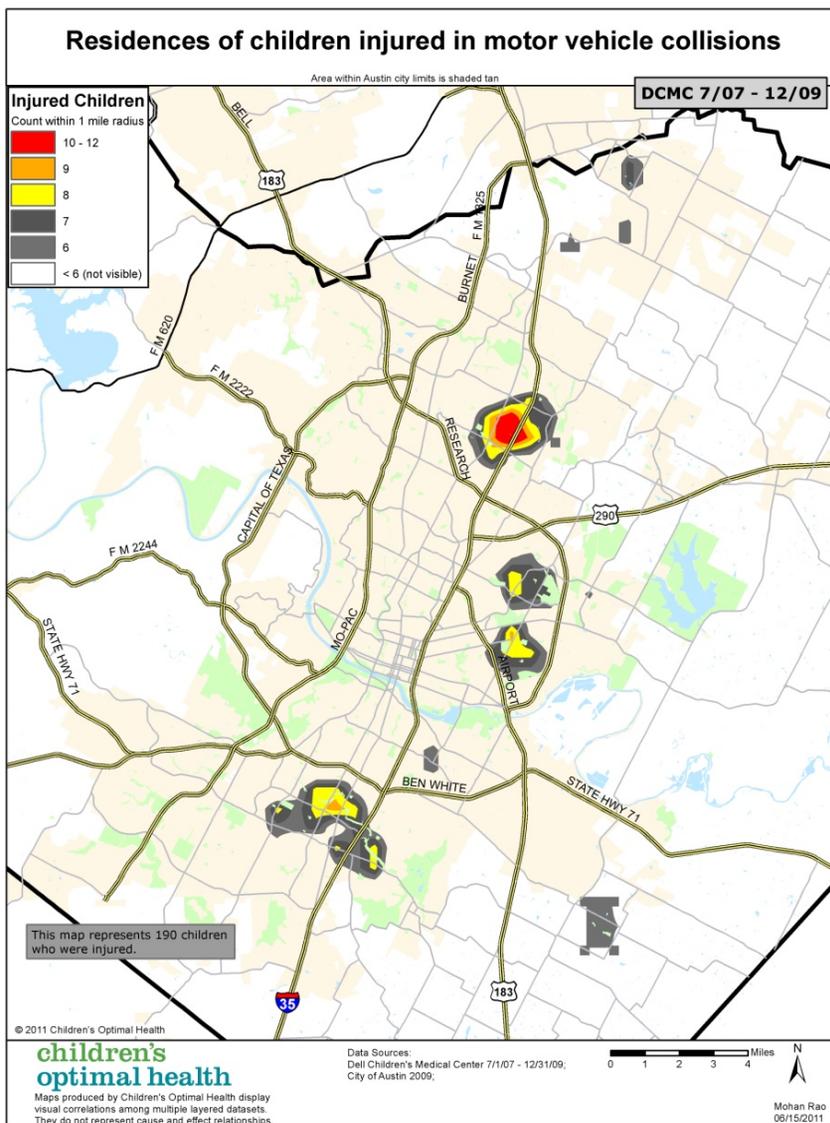
Projects

- Child Obesity, Central Texas School Districts, 2007-2012
- Student Mobility, 2012
- Child/Youth Behavioral Health, 2011
 - Safety, Mental Health, Substance Use
- Housing, 2010
- Child Injury-Transportation Related, 2011
- Young Children/Early Care and Education, 2010-2011
- Out of School Time Programming, 2011

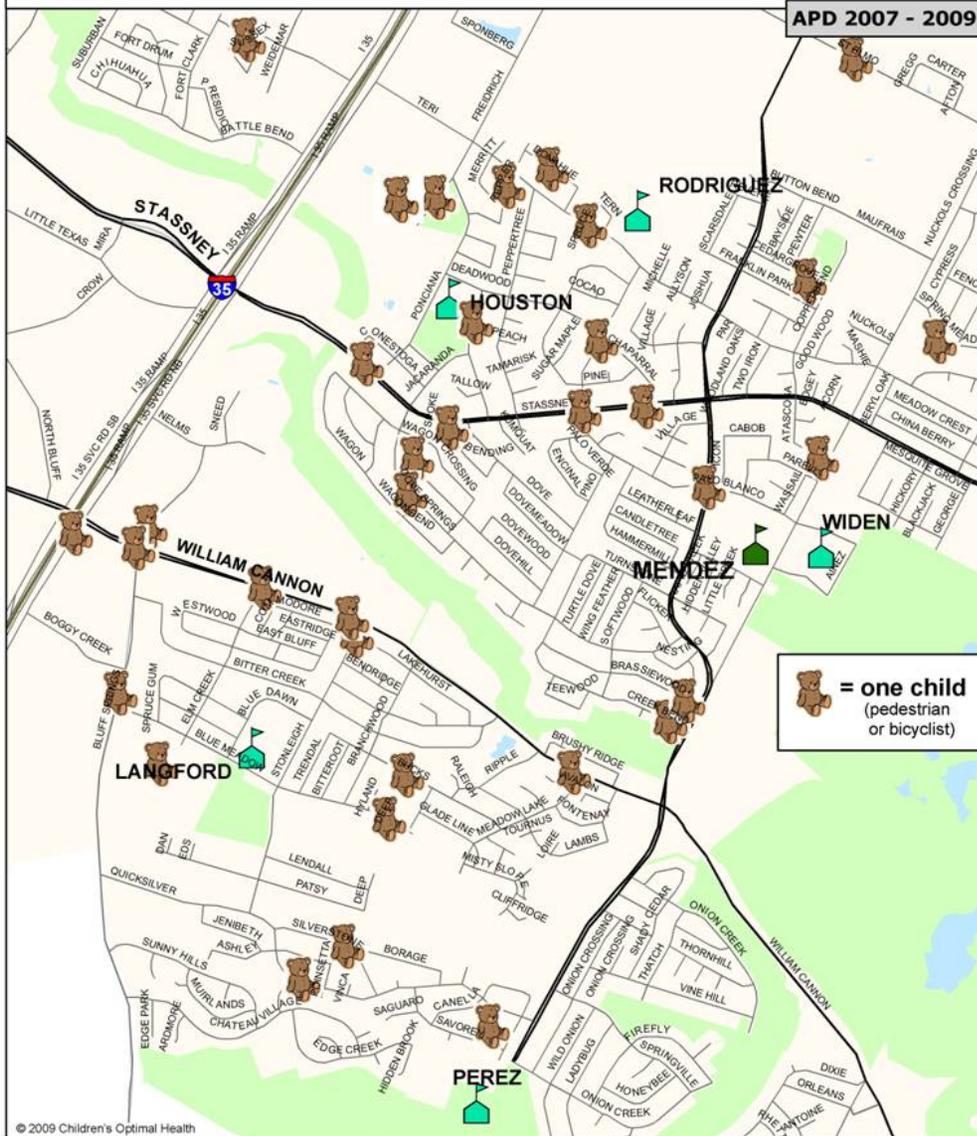
Transportation Related Child Injury

- Multiple datasets enhance our understanding and improve prevention planning
 - Data from Dell Children’s Medical Center and Austin Police Department
- City of Austin Resolution
- Children’s Optimal Health Workgroup
 - Subcommittees on public policy, education, engineering, enforcement, and data sharing

Transportation Related Child Injury



Locations of Motor Vehicle Collisions involving pedestrians or bicyclists age 17 or younger. - Dove Springs -



Using Maps for Local Action

© 2009 Children's Optimal Health

children's optimal health

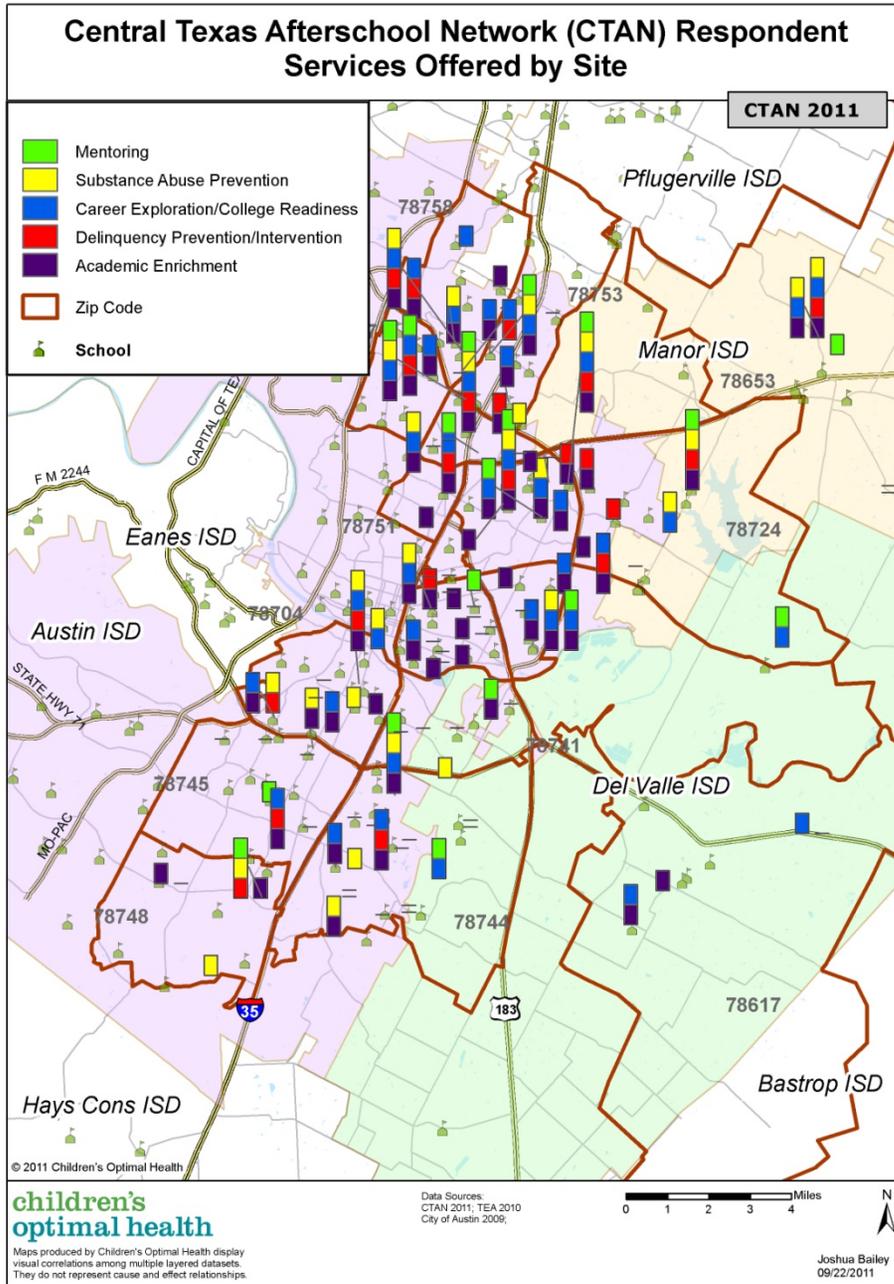
Maps produced by Children's Optimal Health display visual correlations among multiple layered datasets. They do not represent cause and effect relationships.

Data Sources:
 Austin Police Department 1/1/07 - 12/31/09,
 City of Austin 2009.

0 200 400 600 800 Yards



Mohan Rao
 09/30/2010



Out of School Time Services

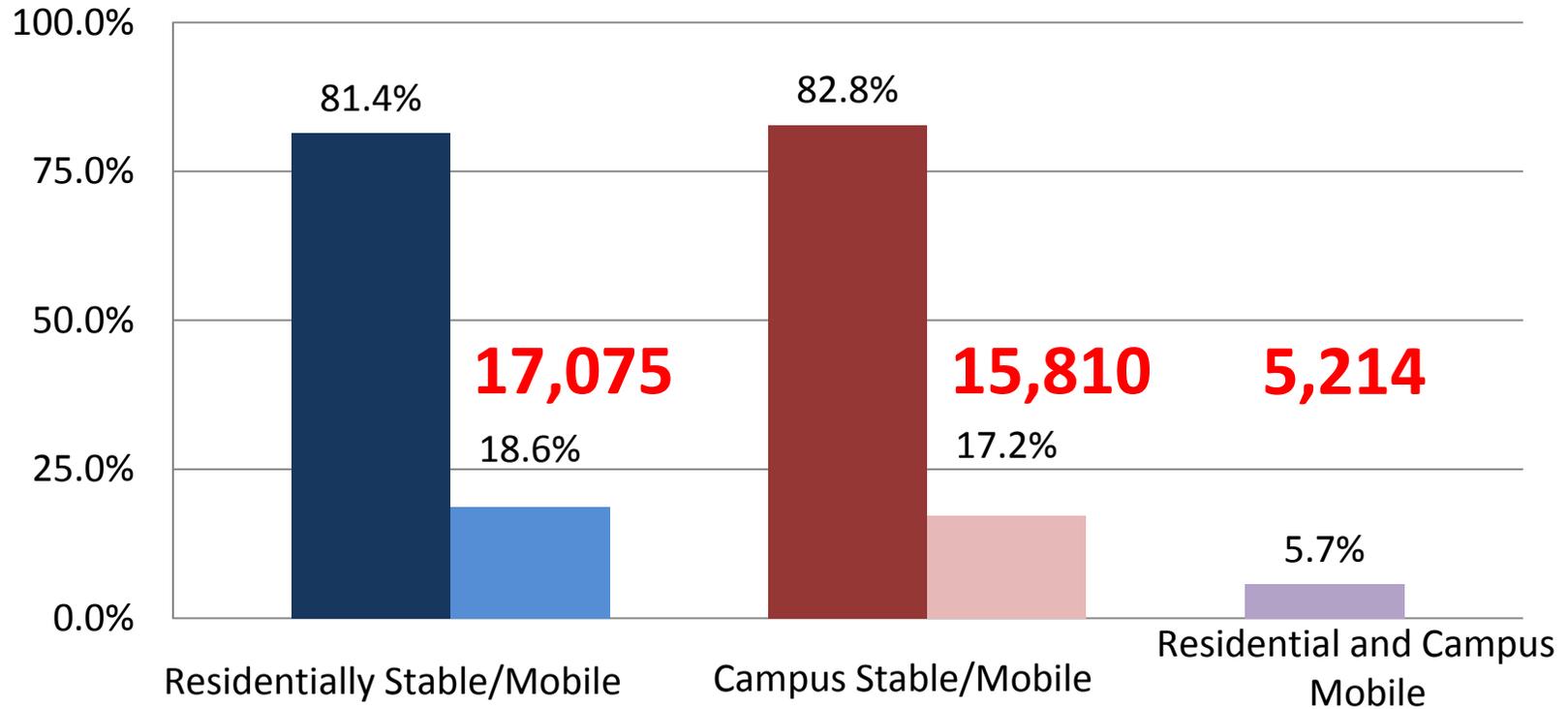
- Multiple school districts within Travis County
- Combine with maps depicting youth indicators (i.e., obesity, academic success) to target need.

Student Mobility

- Joint Subcommittees
 - City of Austin, Travis County, and AISD
- Children's Optimal Health and
- AISD Department of Research and Evaluation
 - Funded through the ACCESS grant

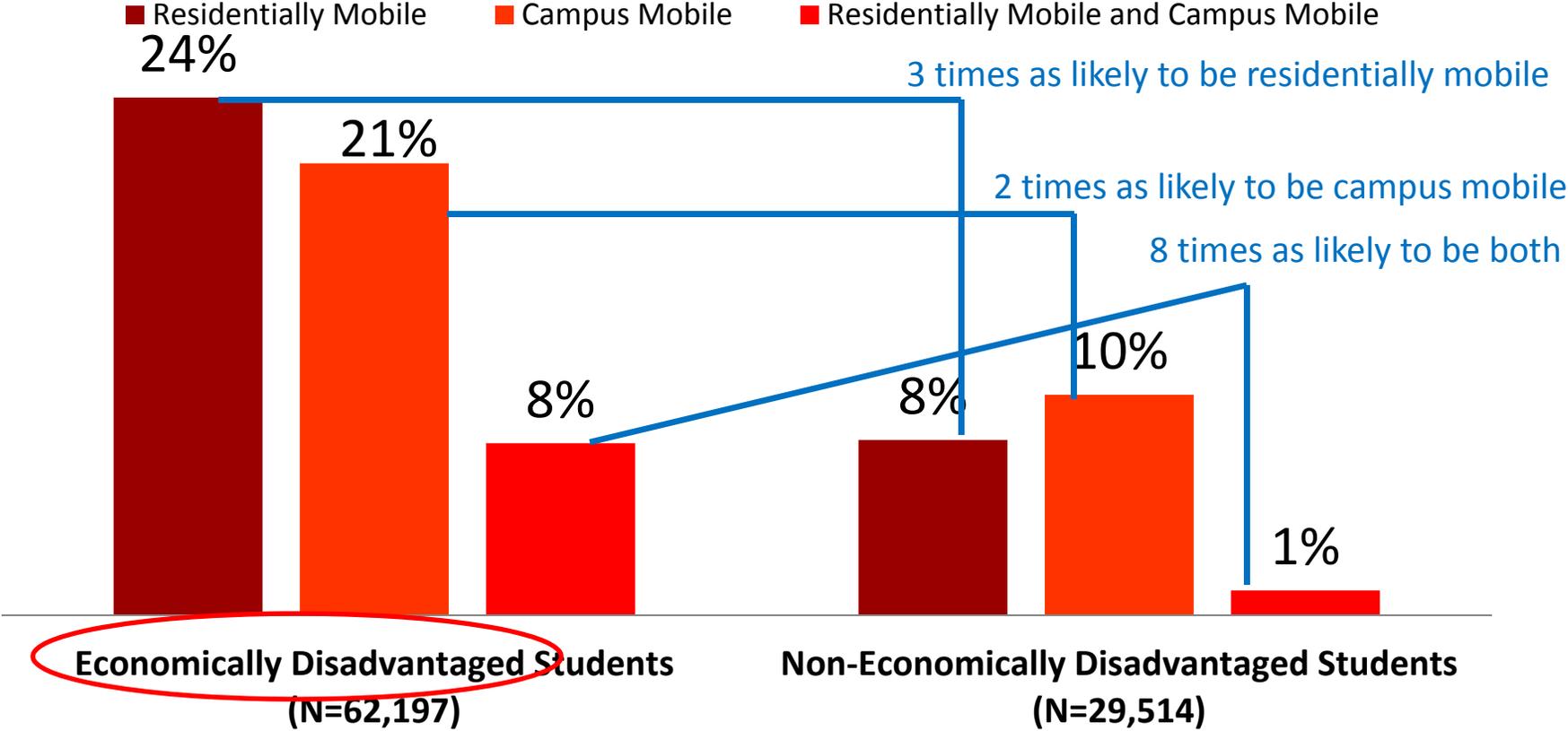
How many students are mobile during the school year? **27,671**

Proportion of AISD Students by Type **30.2%**
School Year 2010-11, N= 91,693



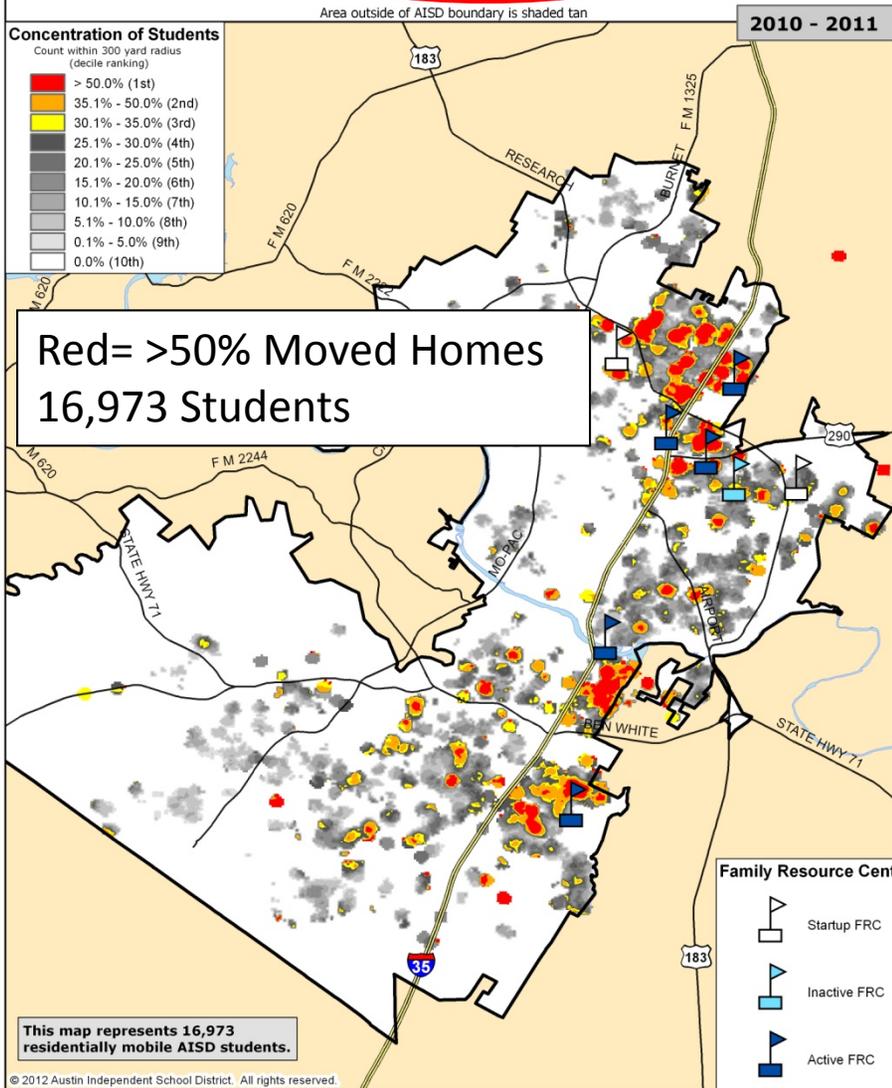
Economic Disadvantage and Mobility

Mobility Status by Economic Disadvantage Status

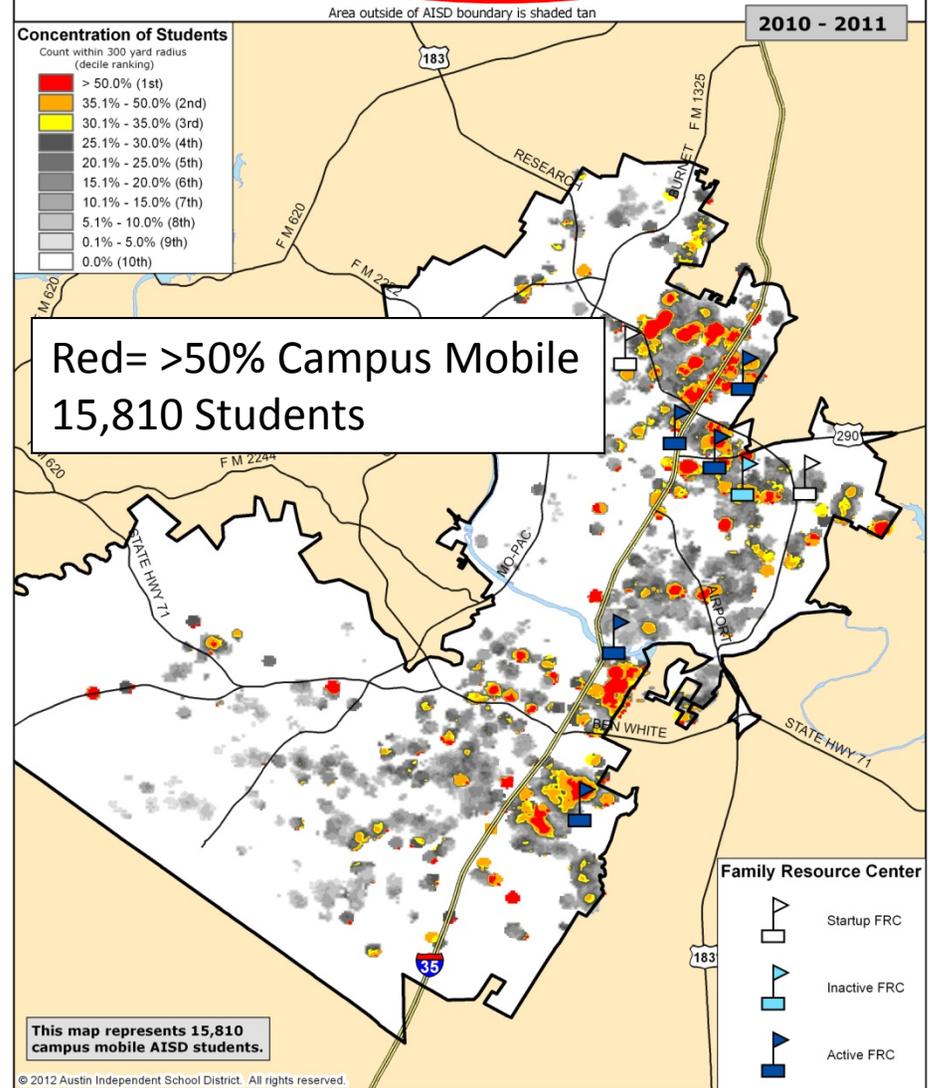


2/3 of AISD Students are Economically Disadvantaged

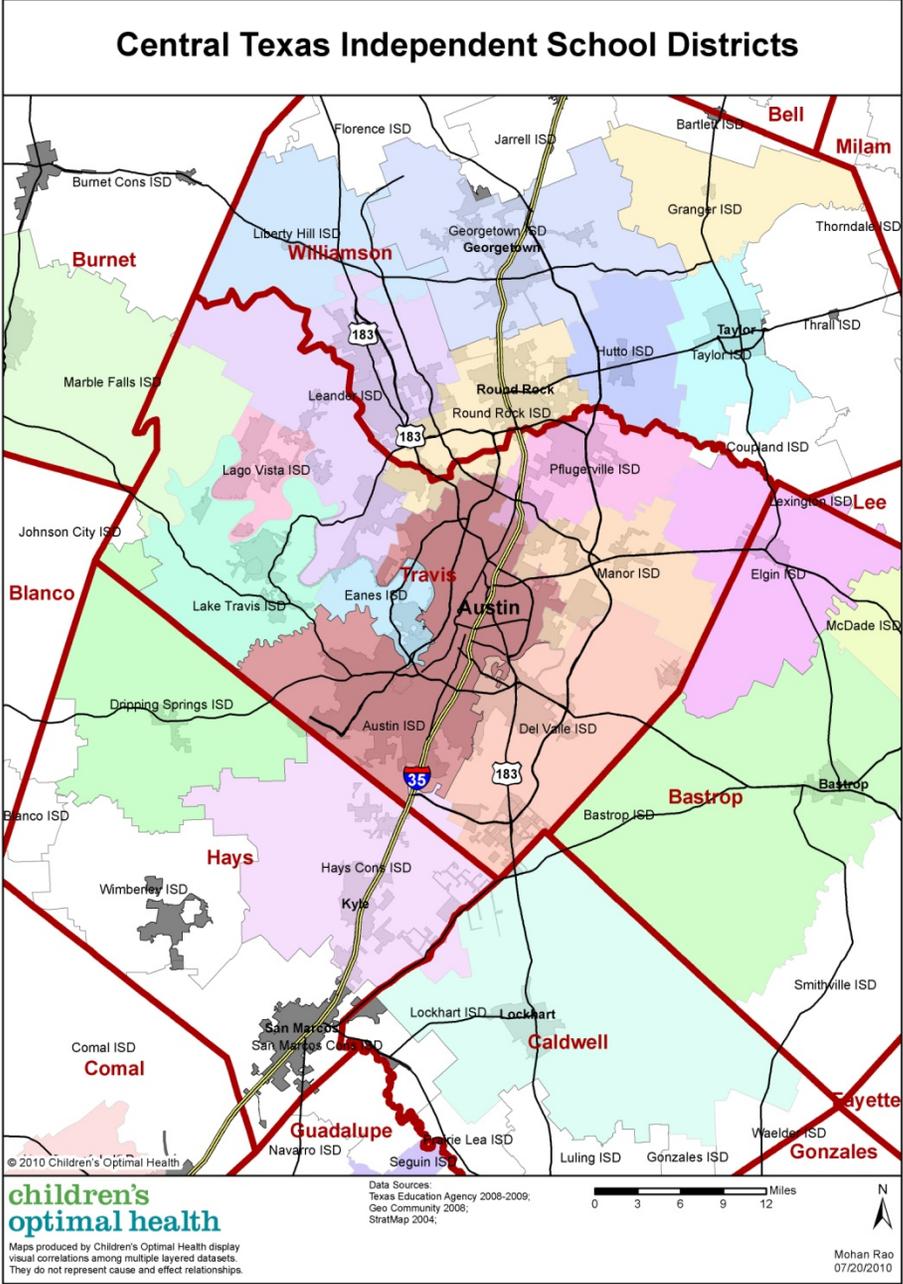
Proportion of Residentially Mobile Students



Proportion of Campus Mobile Students



Central Texas School District Mapping



Use of COH's Work

- Joint Subcommittees (COA, Travis County, AISD)
- Austin, Del Valle, Manor, and Hays Consolidated ISDs
- City of Austin
- Travis County-Child and Family Services
- Success by Six
- Central Health Strategic Planning
- HACA
- Multiple Direct Service Providers and Funders

Thank You for Your Time
Questions?





Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: Yolanda Reyes, (512)854-9106

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget *LS*

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leslie Browder – Planning and Budget Office, (512)854-9106

Leroy Nellis – Planning and Budget Office, (512)854-9106

Jessica Rio – Planning and Budget Office, (512)854-9106

County Judge's Office, (512)854-9555

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

BUDGET AMENDMENTS AND TRANSFERS

11/27/2012

FY 2013

AMENDMENTS

BA#	INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580070	Reserves	CAR Reserves		\$8,000.00	1
		0001	112800	511870	ITS	IT Consulting	\$4,800.00		
		0001	112800	510060	ITS	Comm Supp & Equip	\$3,200.00		

TRANSFERS

BA#	INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1		0001	112017	500050	ITS	Sal.-Reg Empl		\$5,000.00	4
		0001	112017	511900	ITS	Other Services	\$5,000.00		

OTHER

O1 Fund slots 239 and 281 in District Attorney's Office and slots 168 and 186 in County Attorney's Office in the General Fund 8

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



700 Lavaca, Ste 1560
P.O. Box 1748
Austin, Texas 78767

November 15, 2012

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

A handwritten signature in blue ink, appearing to read "Katie Petersen", is written over the printed name.

Re: Request from CAR Reserve for IT equipment for Ray Martinez Building remodel

During the FY13 Budget process, an \$825,300 earmark was placed on the Capital Acquisitions Resources (CAR) Reserve for IT infrastructure funding for a variety of remodeling projects to be managed by Facilities Management. The reason for the earmark was to give more time for ITS to assess the exact funding need per project. Among those projects is a remodel of the Ray Martinez Precinct 4 office building to expand the Constable's customer service area and CSCD's Counseling Center to accommodate the Drug Court treatment groups. Funding for the remodel was appropriated in the FMD FY13 Budget for \$105,426. The IT portion of the remodel project is \$8,000 for infrastructure, installation and phones. PBO recommends this transfer, and if approved by Commissioners Court, the earmark will be reduced to \$817,300. If you have any questions, please contact me at 854-9346.

CC: Walter LaGrone, ITS
Randy Lott, ITS
Diana Ramirez, PBO
Leslie Browder, PBO
Jessica Rio, PBO



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES
700 Lavaca, P. O. Box 1748, Austin, Tx 78767 (512) 854-9666 Fax (512)854-4401

Date: November 14, 2012

To: Leslie Browder, County Executive for Planning and Budget

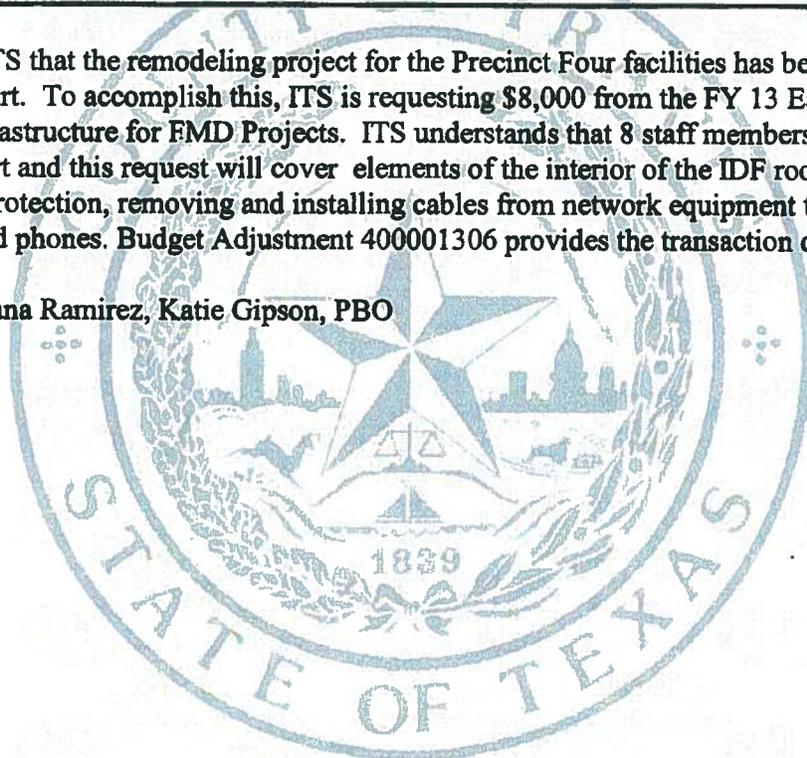
From: Walter LaGrone, Interim CIO

A handwritten signature in black ink, appearing to read 'Walter LaGrone', written over the 'From:' line.

Subject: Request Transfer from FY 13 CAR Reserve for Precinct Four Remodel Project

FMD has notified ITS that the remodeling project for the Precinct Four facilities has been approved by Commissioners Court. To accomplish this, ITS is requesting \$8,000 from the FY 13 Earmark on CAR Reserve for ITS Infrastructure for FMD Projects. ITS understands that 8 staff members are effected by the remodeling effort and this request will cover elements of the interior of the IDF room for IT equipment, power protection, removing and installing cables from network equipment to offices, horizontal trays, and phones. Budget Adjustment 400001306 provides the transaction details.

CC: Jessica Rio, Diana Ramirez, Katie Gipson, PBO



Header Information for Entry Doc Number

400001306

Doc. Number 400001306 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Nov 14, 2012
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2013 Year. Cash. Eff
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family
 Creator LOTTR Creation Date Nov 15, 2012 Creation Time 09:58:28
 Resp. Person Year Cohort Public Law
 Legislation

Additional Data

Header Text FMD Pct 4 work

TextName

Lines

Total Document + 8,000 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580070	1120	NOT-RELEVANT	-4,800	PCT 4 Remodel
000002	0001		1128000001	511870	1110	NOT-RELEVANT	-4,800	
000003	0001		1980000000	580070	1120	NOT-RELEVANT	-3,200	PCT 4 Remodel
000004	0001		1128000001	510060	1110	NOT-RELEVANT	-3,200	

[Handwritten signature] = A.S. Nov 20, 2012

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



700 Lavaca, Ste 1560
P.O. Box 1748
Austin, Texas 78767

November 19, 2012

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

Re: Transfer for relocation expenses for new FTE

During the FY13 Budget process, two new positions were approved to support the BEFIT team in the Information Technology Services department. One of these positions is an Application Developer. A suitable candidate has been found out of state. The FY13 Budget Rules state:

Rule #14. The Commissioners Court May Approve the Use of County Funds to Pay for Travel Arrangements and Food/Non-Alcoholic Beverages to Entertain Applicants When Recruiting Nationally for Top Level Positions.

Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicant is reimbursed for the actual expense incurred not to exceed the same rates used for current County personnel. If the applicant is hired, moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court.

Attached are memos from the Auditor's Office and HRMD stating their support for allowing relocation expenses to be provided for filling this unique position with a skilled candidate. If the Commissioners Court approves this one-time expense, the funding will come from temporary salary savings generated by this position being vacant for two months of the fiscal year. If you have any questions, please contact me at 854-9346.

CC: Tanya Acevedo, ITS
Rod Brown, ITS
Christina Adair, Auditor's Office
Randy Lott, ITS
Diana Ramirez, PBO
Leslie Browder, PBO
Jessica Rio, PBO

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX 78767
(512) 854-9125
FAX: (512) 854-9164

TO: Commissioners' Court DATE: November 17, 2012

**FROM: Christina Adair, Auditor's Office
Leslie Browder, County Executive, PBO**

SUBJECT: Approval of reimbursement for IRS Qualified Moving Expenses up to \$5,000 for new employee in the job of SAP Developer

Proposed Motion: Consider and approve reimbursement of actual moving expenses of up to \$5,000 for the new employee who will fill Slot 138 in ITS (SAP Developer).

Background: The County posted the new SAP Developer position approved for FY13 in early October on both Monster.com and the County's NeoGov site. We have received less than ten applicants with only two being local candidates. For these types of positions, we are competing with private businesses for the qualified applicants who often are offering complete relocation packages to new employees. This request is not for a complete relocation package but for reimbursement of IRS 2012 qualified moving expenses per IRS publication 521 for a total amount not to exceed \$5,000 with reimbursements made based on actual receipts. An agreement for the employee to pay back the full amount of the total reimbursement if the employee voluntarily terminates the employment with the County within twelve months of the employment start date is also required before any reimbursements will be made.

The successful applicant is located in Illinois and has accepted our job offer with a planned start date of November 29th.

Budgetary and Fiscal Impact: This position, slot 138, is budgeted in ITS as part of the SAP support team. The funds for this one-time \$5,000 request exist in the current fiscal year ITS budget as salary savings for this position. Assuming a November 29 start date, the salary savings this fiscal year are slightly more than \$14,000.

cc: Nicki Riley, County Auditor
Patti Smith, County Auditor's Office
Randy Lott, ITS
Diane Poirot, HRMD
Barbara Wilson, County Attorney's Office
Katie Petersen Gipson, PBO



HRMD *Human Resources Management Department*

700 Lavaca, Suite 420

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

BACKUP MEMORANDUM

DATE: November 16, 2012
TO: Members of the Commissioners Court
FROM: Diane Poirot, Director, Human Resources Management Dept.
SUBJECT: Reimbursement for moving expenses for ITS slot # 138.

This memo is written to express HRMD's support for the requested approval of reimbursement for relocation expenses for the candidate to fill ITS slot #138. The amount of the reimbursement is not to exceed \$5,000; and ITS has sufficient salary savings to cover this one-time expense.

Reimbursement of relocation expenses is a common practice for individuals with highly specialized and marketable skills. Given the critical nature of this position and its projected impact on the successful implementation of the BEFIT project, HRMD supports ITS' request for authority to reimburse the moving expenses of the successful candidate up to the requested amount. We agree with ITS and the Auditor's Office that this expense is both reasonable and consistent with best practices in the recruitment of highly skilled professionals.

Should you have any questions, please contact me at 4-9170.

Header Information for Entry Doc Number

400001340

Doc. Number 400001340 Doc. Status Preposted FM Area 1000
Budget. Cate. Payment Doc. Year 2013 Doc. Date Nov 19, 2012
Value Type Budget Version 0 Doc. Type TRAN
Budget Type 1 Fiscal Year 2013 Year. Cash. Eff
Process UI TRAN Process SEND Original. Applic. BWB Doc. Family
Creator CRUZB1 Creation Date Nov 19, 2012 Creation Time 09:57:50
Resp. Person Year Cohort Public Law
Legislation

Additional Data

Header Text Per PBO, BEFIT FTE moving expense

TextName

Lines

Total Document -5,000 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1120170001	500050	1110	NOT-RELEVANT	-5,000	
000002	0001		1120170001	511900	1110	NOT-RELEVANT	-5,000	

[Signature] - *Ami* Nov 29, 2012

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



700 Lavaca, Ste 1560
P.O. Box 1748
Austin, Texas 78767

November 19, 2012

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

Re: Request to fund Family Violence Protection Team grant personnel in General Fund

PBO has learned that grant funding for the Family Violence Protection Team (FVPT) will not be available after January 2013. The Family Violence Protection Team grant provided funds for personnel in several departments to ensure a coordinated approach for the reduction of family violence. During the FY13 Budget process, the District Attorney's Office submitted a budget request to increase personnel in their Family Justice Division to handle a substantial increase in felony child abuse cases. This included a request that the General Fund be the funding source for two part-time attorneys working with the Family Violence Protection Team because grant funding may not continue. PBO's recommendation was to add one attorney for FY13, and then to take a wait and see approach to determine if grant funding would be available before funding the two part time attorneys from the General Fund.

Now that it has been confirmed that grant funding will not be available, PBO supports adding the Family Violence Protection Team staff in District Attorney (two 0.5 FTE) and County Attorney (1.5 FTE) to the General Fund. The FVPT staff is critical to keeping family violence cases moving quickly through the criminal justice system. This recommendation impacts four slots (DA 239 & 281, CA 168 & 186). If Commissioners Court approves this action, no funding will be needed immediately. PBO will assess both departments' salary savings in January to determine whether they have enough temporary salary savings to fund these positions through FY13. If that is not possible, PBO will recommend to Commissioners Court to fund the remaining portion of FY13's salaries from Allocated Reserve.

If approved, the full annualized funding for these positions would be added to both departments' FY14 Budget Target. At this time, the amount is estimated at \$126,524 for District Attorney and \$151,453 for County Attorney for salary and benefits for these employees. Please note that at this time PBO does not know of any other grants that are ending that would require additional General Fund resources in FY13. If you have any questions, please contact me at 854-9346.

CC: Rosemary Lehmberg, Travis County District Attorney
David Escamilla, Travis County Attorney,
Vicki Skinner, District Attorney's Office

Beverly Evans, District Attorney's Office
Mack Martinez, County Attorney's Office
Erin Martinson, County Attorney's Office
Diana Ramirez, PBO
Leslie Browder, PBO
Jessica Rio, PBO
Bill Derryberry, PBO

FY 2013 BUDGET REQUEST ANALYSIS

Req #2: Family Violence Prosecution staff
Fund: General Fund

	FY 13 Request	PBO Recommendation	FY 14 Cost
FTEs	4	1	1
Personnel	\$381,249	\$116,701	\$116,701
Operating	\$15,095	\$0	\$0
Subtotal	\$396,344	\$116,701	\$116,701
Capital	\$14,388	\$4,646	\$0
Total Request	\$410,732	\$121,347	\$116,701

Dept. Summary of Request:

This is a request for one full time Attorney VI, two part-time Attorneys VI, one Investigator and one Legal Secretary to provide support for the prosecution of family violence cases in County Court at Law #4. The two part time attorney positions are currently grant funded as part of the Family Violence Protection Team Interlocal with the City of Austin.

PBO Recommendations & Comments:

The department describes their need for an expanded Family Violence team below:

The Texas legislature expanded the list of Family Violence offenses that are punished as felonies. As a result, the District Attorney's Office has experienced a dramatic increase in the number and complexity of felony Family Violence cases filed in Travis County. Since September 1, 2009, strangulation cases and continuous Family Violence offenses have been added to the list of felony crimes. In FY11 over 290 Family Violence cases were added to the felony caseload based solely on the implementation of the new strangulation statute. This increase in filings triggered an increased caseload that continues to grow exponentially. In order to adequately protect victims and hold offenders accountable, effective prosecution must be a high priority.

Due to the increased level and complexity of the felony family violence cases, PBO recommends adding one attorney position at this time. Currently, it does not appear that there will be enough resources to fund the support staff request in the FY13 Preliminary Budget; however it may be re-evaluated in FY14 if sufficient funding is available. It is expected that the two part time attorney positions will continue to be funded by a grant. For any reason grant revenue does not come through, PBO recommends the department present their case to Commissioners Court to see if they would continue funding the

program. In the meantime, PBO recommends continuing to maximize grant revenue and manage the workload with internal resources as much as possible.

Budget Request Performance Measures:

Description	Actual FY 11 Measure	Revised FY 12 Projected Measure	Projected FY 13 Measure at Target Budget Level	Revised FY 13 Measure with Additional Resources
#Indicted felony family violence cases in Court Four	963	700	700	700
Average active felony cases assigned per attorney in Court 4*	273	295	295	147
*Based on monthly "snapshot" of active (docketed) cases				

The District Attorney's Office indicates that Family Violence cases are increasing and leading to more cases per attorney. The measures in the above table may not adequately reflect the caseload problem in the office. The Office did provide a chart that indicated that felony cases have grown threefold since 2004. Since then only two part time attorney positions have been added to handle the increase. PBO believes that an additional attorney should help better manage the caseload.

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Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
\$6,920,945			Beginning Balance
(\$10,000)	TNR	10/16/12	Clean Air Force 2013
(\$11,388)	Various	Various	Approved by CC for FY13 portion of ACC intern program
(\$378,290)	HHS	11/6/12	Parenting in Recovery Program
\$6,521,267	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$137,676)	Civil Courts – Drug Court Grant
(\$200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
(\$220,074)	Criminal Courts – Veterans Court Grant
(\$42,497)	Criminal Courts – Bailiff to CPO transition Cost
(\$175,000)	Criminal Courts Legally Mandated Fees – Attorney Fees & Other Court Costs for Capital Ca
(\$12,714)	CSCD – MSS Adjustments
(\$36,000)	District Clerk – Collections Software
(\$20,000)	Emergency Services – Hazardous Materials Disposal
(\$250,000)	Facilities Management – Facilities Best Practices Review
(\$200,000)	General Administration – HUB Requirements Disparity Study (\$35,595 funds from State, res
(\$100,000)	Health & Human Services – PromoSalud Scholarships and Workforce Development
(\$150,000)	HRMD – Revised Tuition Reimbursement Policy
(\$25,885)	HRMD – ACC Internship Program
(\$83,182)	ITS – BEFIT Customer Support Analyst III
(\$60,000)	RMCR – Additional Postage
(\$1,000,000)	TCSO – Overtime
(\$217,241)	Constable Staffing
(\$2,930,269)	Total Possible Future Expenses (Earmarks)
\$3,590,998	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
\$2,813,944			Beginning Balance
\$2,813,944 Current Reserve Balance			

Possible Future Expenses Against CAR Reserves Previously Identified During the FY 13 Budget Process:

Amount	Explanation
\$ (825,300)	ITS Infrastructure for FMD Projects
\$ (660,000)	Virtual tape Library option 3
\$ (38,046)	Replacement Boat Motors for Lake Unit
\$ (100,000)	Guardrail-New Installations
\$ (90,000)	Failing Vehicles
\$ (50,000)	Sidewalks-ADA Upgrades
\$ (250,000)	FM 1626 ROW Purchases
\$ (61,954)	Constable Staffing
\$ (2,075,300)	Total Possible Future Expenses (Earmarks)

Emergency Reserve Status (580120)

Amount	Dept Transferred Into	Date	Explanation
\$2,016,924			Beginning Balance
\$2,016,924	Current Reserve Balance		

Fuel & Utility Reserve Status (580130)

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000	Current Reserve Balance		

Planning Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
\$5,496,000			Beginning Balance
\$5,496,000	Current Reserve Balance		

Juvenile Justice TYC (580260)

Amount	Dept Transferred Into	Date	Explanation
\$418,959			Beginning Balance
\$418,959	Current Reserve Balance		

Smart Bldg. Facility Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
\$160,778			Beginning Balance
\$160,778	Current Reserve Balance		

IJS/FACTS Reserve Status (580160)

Amount	Dept Transferred Into	Date	Explanation
\$2,164,795			Beginning Balance
\$ (196,951)	ITS	10/23/12	OnBase Software
\$ (717,746)	ITS	11/6/12	CUC TechShare
\$1,250,098	Current Reserve Balance		

Transition Reserve Status (580300)

Amount	Dept Transferred Into	Date	Explanation
\$101,889			Beginning Balance
\$101,889	Current Reserve Balance		

Reserve for State Cuts Status (580310)

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
\$250,000	Current Reserve Balance		

Starflight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
\$1,001,050			Beginning Balance
\$1,001,050	Current Reserve Balance		

1115 Waiver Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000	Current Reserve Balance		

Interlocals Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$2,166,175			Beginning Balance
\$ (1,483,173)	Emergency Services	11/13/12	Regional Radio Service Interlocal
\$683,002	Current Reserve Balance		

Annualization Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$65,768			Beginning Balance
\$65,768	Current Reserve Balance		

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Salary Savings Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$400,000			Beginning Balance
\$400,000	Current Reserve Balance		

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
\$57,195,853			Beginning Balance
\$57,195,853	Current Reserve Balance		



Travis County Commissioners Court Agenda Request

Meeting Date: 11/27/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget Office, 854-9726

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive
Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Annual application to the Task Force on Indigent Defense to continue the Formula Grant – Indigent Defense Grant Program in the Criminal Courts;
- B. New application to the Meadows Foundation for a Juvenile Probation Pre-Doctoral Psychology Internship Program;
- C. Annual contract with the Department of Health and Human Services: Substance Abuse and Mental Health Services Administration (SAMHSA) to continue the federally funded portion of the Driving While Intoxicated Court Program managed by the Community Supervision and Corrections Department;
- D. Annual contract with the United States Department of Justice, Bureau of Justice Assistance, to continue the State Criminal Alien Assistance Program (SCAAP) in the Travis County Sheriff's Office; and
- E. New contract to accept the Remembering When Scholarship from the National Fire Protection Association for the Fire Marshall's Office in Emergency Services.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is the annual application to receive reimbursement for the County's cost to provide legal services to indigent defendants. Item B is an application for a new grant to help fund an internship program to serve high risk youth. Item C is an annual contract to continue federal funding for the DWI Court. Item D is the annual contract for reimbursement to the County for expenses due to housing persons eligible under the Immigration and Naturalization Act of 1990. Item D is a contract for a new grant to provide funding for education to reduce fire and fall injuries among older adults.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on each item's grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item B has a county cost share provision which will be funded with internal departmental savings. Other grants have no match or county cost share.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Melissa Velasquez

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2013

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Application	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A	124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-			
B	145	Juvenile probation Pre-Doctoral Psychology Internship Program	07/01/13-08/31/15	\$74,491	\$0	\$0	\$0	\$74,491	-	R	S	6
Contracts												
C	139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85			
D	137	State Criminal Alien Assistance Program-SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	R	MC	42
E	147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	R	MC	48
										R	S	59

* Amended from original.

PBO Notes:

R - PBO recommends approval.

NR - PBO does not recommend approval

D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

S - Simple

MC - Moderately Complex

C - Complex

EC - Extremely Complex

FY 2013 Grant Summary Report
Grant Applications approved by Commissioners Court

The following is a list of grants for which application has been submitted since October 1, 2012, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	-	10/30/2012
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/6/2012

*Amended from original agreement.

**FY 2013 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12- 3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012- 8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
			\$8,007,392	\$271,325	\$214,286	\$0	\$8,493,003	15.23	

*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct.		Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request			PTC Approval Date	Contract Approval Date	
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	No
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	N/A	No
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	N/A	No
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	N/A	No
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	No
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	No
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	No
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	N/A	No
Totals			\$276,415	\$0	\$276,415	8.00				



**TRAVIS COUNTY
FY 13 GRANT SUMMARY SHEET**

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Criminal Courts	
Contact Person/Title:	Debra Hale, Court Management Director	
Phone Number:	512-854-9432	

Grant Title:	Formula Grant - Indigent Defense Grants Program		
Grant Period:	From: <input type="text" value="Oct 1, 2012"/>	To: <input type="text" value="Sep 30, 2013"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:			
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 441,998	\$ 0	\$ 0	\$ 0	\$ 441,998
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 441,998	\$ 0	\$ 0	\$ 0	\$ 441,998
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input type="checkbox"/>		
County Attorney	<input type="checkbox"/>		

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	100% of defendants meeting indigence criteria will receive court appointed counsel and services.	100%	100%	100%	100%
2.					
3.					
+ - Measures for the Grant					
1.	Indigent defendants will receive quality representation from defense attorneys who have met the guidelines and standards set forth in the Fair Defense Plan.	100%	100%	100%	100%
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

This grant application is to receive reimbursement from the state for a portion of the cost of providing indigent defendants with appropriate legal services. The exact amount of the grant award is unknown at this time as the determination of the exact amount awarded to each County is determined by the State based on a population driven formula. The estimated amount indicated above is based on the FY 2012 award amount. PBO recommends approval of this request.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

In 2001, the 77th Legislature passed Senate Bill 7 (Texas Fair Defense Act), which mandated changes in how Texas counties provide, pay and monitor legal services for indigent defendants accused of criminal acts. The Act further mandated that attorneys be paid reasonable fees for performing services based upon the time and labor required, the complexity of the case, and the experience of counsel. The Travis County Courts, in compliance with the Act, adopted new fee schedules effective January 1, 2002. Guidelines and procedures related to indigent defense were also adopted. As a result of new procedures and fee schedules, expenses for providing indigent defense have increased annually. It should be noted that the grant amount for FY13 has not yet been determined by the Texas Indigent Defense Commission. However, the expectation is that the FY13 Formula Grant award will be consistent with past year awards. Therefore, for the purpose of completing the budget section of this document, the FY12 funded award amount was used. The exact amount for FY13 funding will be updated when the award letter is received.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

This is a mandated expense that the County is required to fund long term.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

A County match is not required.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Not applicable.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

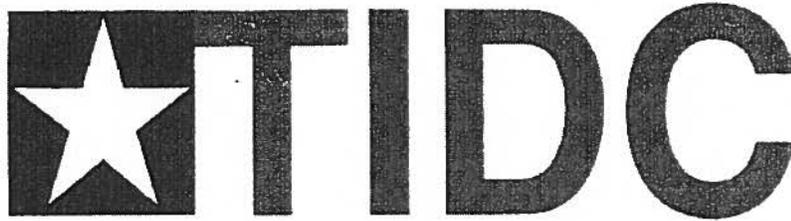
No, the program will not end if the grant is not awarded because providing indigent defense services is a legally mandated function.

6. If this is a new program, please provide information why the County should expand into this area.

This is an existing program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This funding will allow the County to provide indigent defense services to defendants who meet the criteria for indigence. The only performance measures that have been utilized for indigent defense are (1) the amount of expenses incurred each year and (2) 100% of those defendants who meet indigence criteria will receive a court appointed attorney and services.



TEXAS INDIGENT DEFENSE COMMISSION
209 West 14th Street, Suite 202 Price Daniel, Sr. Building, Phone: 512-936-6994,
Austin, Texas 78701, Fax: 512-463-5724
www.txcourts.gov/tidc

FY2013 Formula Grant Program
Requests for Applications (RFA)
October 12, 2012

Total Grant Amount Budgeted for Statewide Use Available:

FY2013- \$12,000,000

Type of Grant

Formula - The Commission distributes funds to counties through a formula. Counties must meet minimum spending requirements to qualify.

Eligibility:

Only Texas counties may apply. See further eligibility below.

Grant Applications Due:

All applications must be submitted on-line. Applications must be completed and submitted by **December 3, 2012**. See submission requirements below for waiver requests and other deadlines.

Method of Application:

On-line submission can be accessed at <http://tidc.tamu.edu>. All county judges have been assigned a unique user name and password. See contact information below for access to the system.

Time Period for Funding:

October 1, 2012 through September 30, 2013

Commissioners Court Resolution Required:

This application is submitted on-line but requires a commissioners' court resolution/internet submission form be adopted and scanned and e-mailed or uploaded on the application page of the website, or it may be faxed. The resolution is generated by the on-line system and must be printed out from the on-line application page.

Payments:

Funds will be distributed in four (4) disbursements for this fiscal year for most counties.

Steps in Submitting a Grant Application

- 1) Log onto <http://tidc.tamu.edu> (Follow on-line page instructions).
- 2) Verify that the online screen shows the appropriate grant officials and judicial officials.
- 3) Verify on-line that Commission records indicate whether submitted county-wide plans are in compliance and meet the grant eligibility requirements. Contact Commission staff to discuss compliance issues.
- 4) Complete by scanning and e-mailing the Resolution / Internet Submission Form along with any required plan documents.

Texas Indigent Defense Commission

Authorization to Fund, Applicable Authority and Rules

Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

- (a) The commission shall:
 - (1) provide technical support to:
 - (A) assist counties in improving their indigent defense systems; and
 - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
 - (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
 - (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
 - (A) withdrawing grant funds; or
 - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

**Texas Administrative Code Chapter 173 (Newly revised)
Uniform Grant Management Standards (UGMS)**

Formula Grant Program

A. Introduction

Formula Grants are provided to Texas Counties by the Texas Indigent Defense Commission (Commission) to help meet the Commission's statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

Formula grants provide money to counties for increased indigent defense costs based on a formula set by the Commission. Qualifying counties are eligible for funds determined by the formula only to the extent their spending exceeds the amounts in their baseline year. Other grant distribution formulas may be considered in the future as more data becomes available. Counties must meet minimum spending requirements to receive credit for spending the funds.

The grant period for this application is October 1, 2012 through September 30, 2013. Expenses must be incurred and/or obligated during this time.

B. Eligibility

Only counties are eligible to apply for funds.

C. Direct Disbursement Pool

Counties with low incidence of crime and low indigent defense expenses may also choose not to submit the application. They will be eligible to receive funding under the Commission Direct Disbursement policy and procedures. If a county has had to refund formula grant money to the Commission or has not received grant funds in the previous year, please consider not applying for the formula grant and the county will be eligible for the Direct Disbursement Pool. This Commission policy is intended to reduce application procedures for counties that have both low incidences of crime and low indigent defense costs. The policy governing reimbursement of eligible expenses under this policy vary depending on whether a county spent any of the formula grant funds in the preceding year.

Texas Indigent Defense Commission

A county that has not spent any formula grant funds in the preceding year and does not apply for a formula grant in the current fiscal year may submit receipts for direct disbursements. If the county incurs indigent defense costs above its baseline year amount (or adjusted baseline), it is eligible to receive up to twice the amount of the initial allocation of funds for the county under the formula grant program as established by the Commission prior to issuing the Request for Applications. In addition, the county is also eligible to receive the unspent balance of the initial allocation of formula grant funds from the previous fiscal year as established by the Commission prior to issuing the Request for Applications.

A county that spent a portion of the formula grant funds in the preceding year and does not apply for a formula grant in the current fiscal year may submit receipts for direct disbursements. If it experiences indigent defense costs above its baseline year amount, such a county is eligible to receive up to the amount of the initial allocation of funds for the county under formula grant program as established by the Commission prior to issuing the Request for Applications.

The Indigent Defense Commission will budget up to two-thirds of the funds allocated to counties that do not apply for formula grant funds to the direct disbursement pool. Funds will be disbursed from the pool based on a county's compliance with the current year grant eligibility requirements and written documentation that the county has actually expended its baseline year amount in addition to the amount requested. All payments considered for reimbursement are subject to availability of funds.

Applications with expense information for direct disbursement must be submitted on or before August 15, 2013. The time period for calculating the direct disbursement will be September 1, 2012 through August 15, 2013. A county that applied for formula grant in FY2012 (between October 1, 2010 and September 31, 2012) may not include expenses incurred in September 2012 in their direct disbursement submission. However, this change in time period for direct disbursement calculation will not affect the time period for the statutory Indigent Defense Expenditure Report.

D. Notification of Availability

This FY12 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is mailed to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer). The notice informs other county stakeholders to seek a copy of the grant RFA from the constitutional county judge or to go to the Commission website www.txcourts.gov/tidc to download a copy. The Commission staff uses the contact information reported by counties in our web based system. Please make sure that all contact information is accurate. Counties are required to maintain correct contact information on the Commission 'grants and reporting' website (<http://tidc.tamu.edu>). The notice of grant availability is also published in the Texas Register.

E. Application

The Commission is committed to reducing paperwork burdens for Texas counties. Therefore, the grant application process will be electronic.

The application steps are:

- 1) Review the baseline (FY01) – The baseline is the amount counties must spend in indigent defense before they qualify as having spent the grant. Counties that have received or applied for grants in previous years have already established a baseline with the Commission. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains static unless a county requests an alternative baseline, as described below.
 - a. The baseline amount is used for comparison to determine grant qualification for each year.
 - b. To qualify for grant funds each year, the county must spend an amount at least equivalent to the FY01 baseline.

Texas Indigent Defense Commission

- 2) All applications must be submitted online using the User ID and Password. Contact the Commission Grant Administrator for instructions to obtain a waiver to the on-line application.
- 3) If a person other than the recipient of this letter needs to obtain a user name and password for the online application system, contact The Texas A&M University Public Policy Research Institute (PPRI) – [PPRI manages the collection, storage and retrieval of data for the Commission]. County officials contact PPRI through e-mail (dbrennan@ppri.tamu.edu), (MMcIntire@ppri.tamu.edu), fax (888-351-3485) or by regular mail:
Darby Brennan or Megan McIntire, PPRI
314 H. C. Dulie Bell Building, TAMU, Mailstop 4476
College Station, Texas 77843-4476
PPRI will not provide user names and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.
 - a) Go to the PPRI Commission website at <https://tidc.tamu.edu>
 - b) Enter the User ID and Password or contact PPRI.
- 4) Apply on-line
 - a. Sign in – The authorized official or designee logs in to the website using a unique username and password and selects “FY2013” in the upper left then select “Apply for Formula Grant”. A designee may actually perform the tasks if allowed by the authorized official.
 - b. Review the eligibility requirements – Each year the Commission adopts specific measures as eligibility requirements for the Formula Grant funds. These measures are intended to encourage each county’s compliance with statutory requirements or policy and standards adopted by the Commission. The grant application screen will reveal the compliance checklist maintained by the Commission’s special counsel. Counties that have blank check boxes in any category will not be able to receive funds until they meet all grant program eligibility requirements. **They should complete the on-line application then contact the Commission for instructions to resolve plan compliance issues.**
 - c. Verify that the County’s stored information is correct – The authorized official reviews the data the Commission has stored for the county’s grant positions. (Note: Please remember to update the county contact information during the grant year as changes in officials or contact information occurs.)
 - d. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301. Make changes as needed.
 - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
 - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.
 - iii. Program Director - This person must be the officer or employee responsible for program operation or monitoring or implementation of the indigent defense plan and who will serve as the point-of-contact regarding the program's day-to-day operations. **(By rule this person cannot be the financial officer).**
Use the “Change” Button – When the person listed is no longer authorized to perform the duties with the Commission previously authorized by the county. It is also used to change contact information for any grant official. This situation usually arises when county officials turnover as a result of elections, retirements, or some other removal from office.
 - e. Select the “Submit” button. The page will become a confirmation page at that point. Select the Resolution link to create your county’s completed resolution.
 - f. Print / download resolution – The system will allow the user to download a resolution in an MS Word document or provide an opportunity to print the document based on the selections above.
 - g. Receive confirmation – The system will provide a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner’s court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**

Texas Indigent Defense Commission

- 5) Please scan and upload on the application page of the website the resolution adopted by commissioners' court on or before December 3, 2012. Alternatively, you may email the resolution to the Grants Administrator (bryan.wilson@txcourts.gov) or fax it to him at 512-463-5724.

F. Review

Prior to the Commission meeting set to award the Formula Grants, the Grant Administrator will review the application for completeness and notify counties via e-mail, fax, or mail whether any additions or corrections need to be made.

G. Denial of Grant

Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

H. Use of Funds

Funds must be used to improve indigent defense systems. Attorneys fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: **Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.**

The Indigent Defense Commission website maintains links to electronic copies of these documents. Grant applicants/recipients may contact the Commission staff in writing for paper copies if no electronic means are available to secure the documents.

I. Statement of Grant Award

Statements of Grant Awards will be prepared exactly as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.

J. Special Conditions

The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.

K. Required Reports

All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. In accordance with TAC §173.109 the reporting will be through the internet.

The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans must be submitted by November 1st of each odd numbered year in the form and manner prescribed by the Commission.

L. Payments

Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have a special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

Texas Indigent Defense Commission

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

M. Maintain Official Contact Information

All counties must maintain the grant and plan officials contact information on counties' home page set up at <http://tidc.tamu.edu> . Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local statutory county judge, chairman of the juvenile board and county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

N. Compliance with Monitoring Reports

A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.

O. Countywide Plan Requirements

The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions.

P. OCA Reporting

The applicants' county and district clerks must be in compliance with reporting requirements promulgated by the Texas Judicial Council as of August 31, 2012. The district clerks and county clerks must submit their monthly court activity reports to OCA electronically not later than September 2012, unless OCA grants a temporary waiver for good cause.

Q. Impact of Multi-year Discretionary Grant

Counties that receive multi-year discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Formula Grant payments will be made as scheduled. The county will submit its annual Indigent Defense Expenditure Report on or before November 1 of each year. If the impact of the Multi-year funded program results in overall reduction of the county's indigent defense expenses below the baseline amount, then all or a portion of the formula grant may need to be returned to the Commission as directed by the Commission.

R. Impact of Multi-year Discretionary Regional or Sustainability Grants

Counties that receive multi-year regional or sustainability discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Formula Grant payments will be made as scheduled. Such counties may use their formula grant payments to maintain the discretionary grant program. The county will submit its annual Indigent Defense Expenditure Report on or before November 1 of each year.

**2013 Travis County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Travis County Commissioners Court has agreed that in the event of loss or misuse of the funds, Travis County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2012.

Samuel T. Biscoe
County Judge

Attest:

County Clerk



**TRAVIS COUNTY
FY 13 GRANT SUMMARY SHEET**

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Juvenile Probation/Treatment and Counseling; Assessment Center	
Contact Person/Title:	Maya Duff	
Phone Number:	512-854-7046	

Grant Title:	Travis County Juvenile Probation Pre-Doctoral Psychology Internship Program		
Grant Period:	From: <input type="text" value="Jul 1, 2013"/>	To: <input type="text" value="Aug 31, 2015"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
Grantor:	Meadows Foundation		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 74,491	\$ 17,511	\$ 0	\$ 0	\$ 92,002
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 74,491	\$ 17,511	\$ 0	\$ 0	\$ 92,002
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of Interns trained	n/a	0	1	1
2.	Average caseload per intern	0	0	12	12
3.	Average number of group therapy sessions led per intern	0	0	120	120
+ - Measures for the Grant					
1.	Number of interns in program	0	0	1	1
Outcome Impact Description		Psychologists-in-training will provide services and receive specialized training in working with the youth and families of Travis County.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

The Juvenile Probation Department is requesting approval to submit a new grant application to the Meadows Foundation, to help fund an internship program to serve the Department's high risk youth and their families. This grant will supplement a doctoral level internship program that is already operational in the Department and is funded by a five-year grant from the Hogg Foundation for Mental Health. The total grant is \$74,491, with a County Cost Share of \$17,511. The Juvenile Probation Department plans to provide this cost share using internal cost savings related to the services provided by the interns in this program.

The Department intends to seek both internal and external funds starting in 2016 to continue the internship program.

PBO supports approval of this grant application request.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

This new grant is part of a broader project that was approved by Commissioner's Court in September 2011. The internship program provides trainees with exposure to a broad continuum of care, which includes intake into the juvenile justice system, deferred prosecution programs, detention and court services, residential placement, and community interventions. Interns have the opportunity to provide therapeutic services and develop expertise in working with a unique and culturally diverse population. There is a great need for effective mental health services for youthful offenders throughout the state. By offering comprehensive training in assessment and clinical intervention, the internship program will provide psychologists-in-training with the tools necessary to promote such services throughout the Texas juvenile justice system. Funding from the Meadows Foundation will be used to supplement a multi-year grant awarded by the Hogg Foundation for Mental Health in September 2011. The following funds are requested from the Meadows Foundation: FY13 (2 months) \$5,688; FY14: \$34,306; FY15: \$34,497.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

Long term County funding over the five years is \$113,260. We are currently in year 2 of this program; county funds from years 1 through 5 will be \$936, \$2,522, \$7,914, \$27,263, and \$74,625 respectively. Juvenile Probation will look for other grant and local resources to continue the program.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

Match is required. Juvenile Probation will fund internally with cost savings from contractual psychological evaluations completed by the interns and supervised by Psychologist staff members.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No. Grant allows for only direct cost expenses in the program.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The Department intends to seek both internal and external funds starting in 2016 for the services via proposals submitted to the Federal and State government, as well as private foundations. The County will have an opportunity in the future to invest in the Travis County Internship program.

6. If this is a new program, please provide information why the County should expand into this area.

This funding will enhance a current program. This will allow us to provide mental health services to youth entering our care with student interns, increase the community resources for mental health services, and reduce department costs with outside vendors. In addition this will allow best industry practices within the mental health profession and allow Juvenile Probation access to highly trained resources to provide mental health services to our population.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Such a program will expand and enhance the mental health services provided to high risk youth and families as well as become a highly competitive training site for doctoral-level students in psychology.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

12 NOV 15 PM 2:06

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Maya Duff
Maya Duff
Grant Coordinator

SUBJECT: Meadows Foundation Grant Application for the Travis County Juvenile Probation Pre-Doctoral Psychology Internship Program

DATE: November 13, 2012

Travis County Juvenile Probation is submitting an application for funding from the Meadows Foundation for the Travis County Juvenile Probation Pre-Doctoral Psychology Internship Program. Funds from this grant will be used in conjunction with funds from the Hogg Foundation for Mental Health to establish a pre-doctoral internship program at TCJPD. \$74,491 is requested from July 1, 2013-August 31, 2015 to fund one intern per fiscal year. During this time, the internship program will incur a county cost share of \$17,511.

The goal of the Travis County Juvenile Probation Pre-Doctoral Internship Program is to create a comprehensive training center that promotes the education and eventual licensure of psychologists in Texas. In its inaugural year, 2012-2013, TCJPD offered two internships. By 2014, TCJPD plans to offer four internships to pre-doctoral psychology students.

Please review this item and place it on the November 27th Commissioner's Court Agenda for their consideration and signature.

If you have any questions, please contact Maya Duff at 512-854-7046.

CC: Jim Connolly
Rhett Perry
Britt Canary
Darryl Beatty
Dr. Daniel Hoard
Dr. Erin Foley
Dr. April Owen
Sylvia Mendoza
Mike Williams
Lisa Eichelberger
Grant File

THE MEADOWS FOUNDATION

GRANT APPLICATION

While no standard application form is required for applying for a grant from The Meadows Foundation, this *optional* form includes all the information requested in the Grant Application Guidelines. You may download this form, fill in the appropriate information using your own word processing software, and submit it through email or U.S. Mail to the address given at the end of this document. As a reminder, The Meadows Foundation can distribute grants only to qualified public entities or 501(c)(3) charities.

Contact Name & Title:	Maya Duff, Grant Coordinator
Organization Name:	Travis County Juvenile Probation Department
Address:	2515 South Congress Ave.
City:	Austin
State:	TX
Zip Code:	78704
Phone:	512-854-7046
Fax:	512-854-7093
E-mail address:	Maya.Duff@co.travis.tx.us
Website address:	http://www.co.travis.tx.us/

1. Organization Information:

Travis County Juvenile Probation Department (TCJPD), established in 1957, is charged with processing and adjudicating Travis County youth who violate the law. TCJPD offers services to youth between the ages of 10 and 17 who are involved with juvenile probation. These services include over 30 programs designed to reduce the likelihood that juveniles will re-offend by identifying strengths and targeting specific needs. The majority of youth receiving services through TCJPD are Hispanic (59%) and African-American (24%); almost all come from economically disadvantaged households. Many of the youth have suffered physical, emotional, and sexual abuse or neglect. The most commonly identified mental health concerns amongst youth seen at TCJPD are post-traumatic stress disorder, mood disorders, attention-deficit hyperactivity disorder, conduct and disruptive behavior disorders, and substance related disorders.

TCJPD uses a comprehensive continuum of care that incorporates alternative education, mental health and drug courts, substance abuse services, day treatment programs, in-home family counseling, wrap-around and aftercare services, and numerous collaborations with local partners. Programs include, but are not limited to:

- **Trauma Informed Assessment and Response** to effectively identify juveniles who have experienced trauma and provide appropriate treatment and counseling;
- **Eagle Resource Project** to enhance and expand a continuum of life and vocational opportunities to 15-17 year old juveniles residing in the Intermediate Sanctions Center to allow them to reintegrate successfully back into their communities;

- **Drug Court and In-Home Family Services** to improve the outcome for substance abusing juveniles by improving treatment and family support;
- **Pot of Gold** to allow juvenile offenders to perform community service hours as restitution to victims;
- **Residential Substance Abuse Treatment** to provide safe, secure, and effective interventions to youth in a Department of State Health Services (DSHS) licensed residential treatment program;
- **Juvenile Assessment Center** to provide juveniles with mental health screenings and psychological evaluations that help clarify needs and determine appropriate referrals; and
- **Community Partners for Children** to provide children and families with complex needs a single point of access for information and referrals to community service providers.

The mission of the Travis County Juvenile Probation Department (TCJPD) is to provide for public safety, while effectively addressing the needs of the juvenile offenders, families, and victims of crime. TCJPD is accredited by the American Correctional Association, which is a private, non-profit organization that administers the only national accreditation program for juvenile correctional facilities. It is also a Models for Change site, which is an initiative funded by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and Casey Family Programs to focus on system-wide reform to hold juveniles accountable for their actions, provide them with rehabilitation services, protect them from harm, increase their life chances, and manage the risk they pose to themselves and to public safety. The divisions of TCJPD include the Domestic Relations Office, Court Services, Probation Services, Detention Services, Residential Services, Treatment and Counseling, and Assessment Services.

The support provided through the Meadows Foundation grant will allow TCJPD to fund an internship position within a doctoral level psychology internship program. This internship program emphasizes effective psychological services for youth and families involved in the Texas juvenile justice system. One of the goals of the program is to successfully obtain accreditation through the American Psychological Association (APA). **An APA accredited internship program at TCJPD will attract well-qualified trainees who wish to remain in or relocate to Texas; these trainees will have the opportunity to gain experience within the juvenile justice setting as they provide needed psychological services to at-risk youth and families.**

Recent accomplishments of TCJPD related to the proposed program include recruiting and initiating training for the first class of psychology interns and receiving membership into the Association of Psychology Postdoctoral and Internship Centers (APPIC). The program is currently on track with its timeline towards APA accreditation.

2. **Current Financial Information:**

Tax Exempt Status: As a government agency, TCJPD is exempt from taxes. However, there is no certificate to document this.

Certified Audits: See Attachment A, pages OSI 31 and OSI 35

3. **Current Operating Budget and Year-to-Date Financial Statements:**

Current Operating Budget: See Attachment B. More detail can be provided upon request.

Year-to-Date Financial Statements: These documents will be released to the public in early 2013 at which point they can be provided if necessary. Upon approval of this grant, the resulting contract will be signed by Judge Samuel T. Biscoe (County Judge) and Chief Estela P. Medina (Chief Juvenile Probation Officer).

4. **Market and Customers:** All juveniles served by TCJPD are from Travis County, Texas. The following statistics refer to October 2011-September 2012.

Referral Demographics

Demographic Category		FY12	Percent
Gender	Female	999	26%
	Male	2,907	74%
	Total	3,906	100%
Ethnicity	Asian	15	0.4%
	African American	955	24%
	Hispanic	2,316	59%
	Caucasian	580	15%
	American Indian	10	0.3%
	Other	30	0.8%
	Total	3,906	100%
Age	10	17	0.4%
	11	71	2%
	12	218	6%
	13	480	12%
	14	755	19%
	15	977	25%
	16	1,192	31%
	17	182	5%
	Over 18	14	0.4%
	Total	3,906	100%

The table below contains statistics for TCJPD's Intermediate Sanctions Center from October 2011-September 2012.

ISC Juveniles Served Demographics

Demographic Characteristics of Juveniles Served		FY 12	
		Number	Percent
Race	African American	59	29%
	Caucasian	24	12%
	Hispanic	124	60%
	Other	0	0%
	Total	207	100%
Sex	Female	38	18%
	Male	169	82%
	Total	207	100%
Age at Start	12 yrs	1	0%
	13 yrs	9	4%
	14 yrs	29	14%
	15 yrs	54	26%
	16 yrs	87	42%
	17 yrs	27	13%
	Total	207	100%

TCJPD does not keep statistics on the socioeconomic status of youth.

5. Description of the Proposed Program:

Statement of Need

Approximately 70 percent of youth involved in the juvenile justice system experience mental health disorders (Teplin, Abram, McClelland, Dulcan, & Mericle, 2002; Shufelt¹ & Cacoza, 2006²). Despite this prevalence, only 15-30% of juveniles with a mental health disorder receive treatment while in detention (Grisso, 2008)³. The current economic climate and subsequent challenges facing local and statewide agencies suggest that the juvenile justice system will increasingly become the means through which many Texas youth with mental health issues are identified and receive services. Given this scenario, there is a great need to develop psychological services and expertise to meet the needs of this unique population. Travis County Juvenile Probation Department (TCJPD) seeks to establish an APA accredited internship site to address this need.

There is a lack of APA accredited internship sites for those interested in working with adolescent forensic populations. Further emphasizing the need for TCJPD's internship site, the state of Texas and particularly the city of Austin has a lack of internship opportunities. This is disproportionate to the number of students who receive their training in Texas and represents a missed opportunity for retaining those students. While the University of Texas at Austin offers three APA accredited clinical doctoral programs, for example, there is currently only one APA accredited internship site in Austin.

Addressing the Need

To address this missed opportunity TCJPD implemented an internship program through funding from the Hogg Foundation for Mental Health in September 2011. This training program, which is currently offering 2 internships for 2012-2013, emphasizes effective psychological services for youth and families involved in the Texas juvenile justice system. TCJPD seeks funding from the Meadows Foundation to offer a third internship for years 3 and 4 (2013-2015) of this program. The duties assigned to this intern include maintaining a caseload of 4-6 youth/families at a time and completing mental health assessments and comprehensive psychological evaluations for youth affiliated with juvenile probation.

Each intern will receive at least two hours of individual supervision from the Department's three full-time licensed psychologists and will participate in weekly didactic training on topics related to psychodiagnostic assessment, clinical and professional issues, and cultural diversity. Interns will work with youth who have been placed in Detention or Residential services, as well as those who are coming to the facility to complete psychological evaluations, participate in aftercare services, or attend Mental Health or Drug Court. Interns will attend court hearings and work with staff to develop a full understanding of the juvenile justice continuum. Interns will participate as members of an interdisciplinary team comprised of judges, psychiatrists, psychologists, counselors, teachers, and probation officers. Throughout the year, interns will work alongside clinicians while developing professional and clinical competencies.

The training program's clinical rotations are the Male Substance Abuse Treatment Rotation, the Male Behavioral Intervention Rotation, and the Female Behavioral Intervention Rotation. Each clinical rotation is six months in duration. Interns will participate in two rotations during their training year. Rotations assignments will be made during orientation to the internship. Input from interns regarding their prior experiences and professional interests will be utilized to help determine these assignments. Throughout each clinical rotation, interns attend court hearings and work with staff to develop a full understanding of the juvenile justice continuum (i.e., intake, assessment, deferred prosecution, detainment, intervention, reentry, and eventual completion of probation).

¹ Teplin, L. A., Abram, K. M., McClelland, G. M., Dulcan, M. K., & Mericle, A. A. (2002). Psychiatric Disorders in Youth in Juvenile Detention, *Archives General Psychiatry*, 59, 1133-1134.

² Shufelt, M. S. & Cacoza, J. (2006). Youth with Mental Health Disorders in the Juvenile Justice System: Results from a Multi-state Prevalence Study. *National Center for Mental Health and Juvenile Justice*.

³ Grisso, T. (2008). Adolescent Offenders with Mental Disorders. *Future Of Children*, 18(2), 143-164.

While on the **Male Substance Abuse Treatment Rotation**, interns provide individual, group, and family therapy to male residents on two of the substance abuse treatment units of the TCJPD Intermediate Sanctions Center (ISC). The substance abuse units are licensed by the Department of State Health Services (DSHS) to provide substance abuse treatment to post-adjudicated youth. Youth receive one hour of individual therapy, one hour of family intervention (multifamily group), and 20 hours of group therapy (to include chemical dependency and life skills education) per week. In addition, individual family sessions are scheduled as needed. It is anticipated that interns will carry a caseload of 4-6 youth throughout the rotation and will conduct a minimum of three groups per week. Interns will participate in weekly treatment team meetings, create and implement individualized treatment plans, and engage in training and program development.

The **Male Behavioral Intervention Rotation** takes place primarily at the ISC. During this rotation, interns provide individual, group, and family therapy to male residents who are receiving services on secure behavioral intervention units. Youth on the behavioral units participate in a highly structured program that targets individualized treatment goals, pro-social decision making, and problem solving. During this rotation, interns work with youth and families who have specific treatment needs (e.g., those who have become involved in gangs or those who are fathers) and have the opportunity to engage in program development. As with the substance abuse rotation, interns carry a caseload of 4-6 residents, conduct group therapy at least three times per week, participate in weekly treatment team meetings, and develop and carry out individualized treatment plans. An additional component to this rotation entails working and interacting with youth who have been court-ordered into the facility's long-term program. The long-term program is primarily for serious youthful offenders who have been ordered into placement for a period of 12 months or more.

The **Female Behavioral Intervention Rotation** takes place primarily at the ISC. During this rotation, interns provide individual, group, and family therapy to female residents who are receiving services on secure and non-secure behavioral intervention units. Youth on the behavioral units participate in a highly structured program that targets individualized treatment goals, healthy interpersonal interactions, pro-social decision making and problem solving. During this rotation, interns work with youth and families who have specific treatment needs (e.g., those who have experienced trauma, who have become involved in gangs, or who are teen mothers). Interns on this rotations work closely with staff and administrators to enhance the use of gender-responsive programming for female residents. As with the other clinical rotations, interns carry a caseload of 4-6 residents, conduct group therapy at least three times per week, participate in weekly treatment team meetings, and develop and carry out individualized treatment plans. An additional component to this rotation entails aftercare services for females who have completed the secure residential component.

In addition to completing two six-month clinical rotations, all interns participate in a 12-month minor rotation in **Psychodiagnostic Assessment**. Approximately 8 hours of each work week are dedicated to this rotation and interns are expected to complete a series of mental health assessments and full psychological batteries over the course of the training year. During the training year, interns complete approximately 3 full psychological batteries, 3 partial psychological evaluations (i.e., cognitive or emotional evaluations), and 10 mental health assessments.

TCJPD is seeking APA accreditation for this internship program with the knowledge that an APA accredited training site will draw psychologists-in-training from both local and national doctoral training programs. Ultimately, TCJPD's goal is to create a comprehensive training center that promotes the education and eventual licensure of psychologists in Texas. TCJPD obtained APPIC membership in November 2012 and seeks to obtain APA accreditation in 2015.

6. Targets and Outcomes:

TCJPD's goal is to add a third intern, funded by the Meadows Foundation, to its internship program beginning with the 2013-2014 internship class. Funds from the Hogg Foundation for Mental Health and TCJPD will be used to fund the remaining intern positions during the 2013-2014 training year. Ultimately, it is the department's goal to have

four intern positions by 2014, with the Meadows Foundation funding one internship position in the 2014-2015 training year as well. The growth of the internship program includes a plan for sustainability, with the department expecting to fund intern positions in 2014.

Training Year	Number of Interns	Funding Source
2012-2013 (current class)	2	Hogg Foundation – 2 intern positions
2013-2014	3	Hogg Foundation – 2 intern positions Meadows Foundation – 1 intern position
2014-2015	4	Hogg Foundation – 3 intern positions Meadows Foundation – 1 intern position
2015-2016	4	Hogg Foundation – 2 intern positions TCJPD – 2 intern positions

TCJPD has applied for and been awarded APPIC membership. At this point, the department is beginning the APA accreditation process. TCJPD expects to be accredited by APA by 2015. With an established internship program, TCJPD will be able to attract psychologists in training to Austin and promote the eventual licensure of psychologists in Texas.

Interns will work with youth and families who are affiliated with the juvenile probation department, providing individual, group, and family therapy. The internship training years begin and end in July.

The vital functions of the interns within the department are as follows:

- To provide direct clinical care to a caseload of approximately 4-6 youth and families per rotation (approximately 15 youth per year for each intern);
- To ensure that youths’ behavioral and emotional difficulties are adequately identified and appropriate intervention is implemented;
- To provide crisis intervention services for youth in a timely and thorough manner;
- To ensure that potentially suicidal youth are properly identified and referred to Medical Services for evaluation;
- To provide substance abuse education and treatment to youth with identified substance abuse needs;
- To provide cognitive behavioral group interventions at least three times per week;
- To provide staff development training once per clinical rotation on a topic to be selected by the intern in consultation with his/her supervisor;
- To complete all required documentation in accordance with policies and standards;
- To complete psychological evaluations and integrated reports within identified timelines;
- To ensure compliance with professional and other applicable standards; and
- To engage in program development efforts to help enhance the services provided to youth and families.

7. Key Individuals:

- Estela P. Medina, Chief Juvenile Probation Officer, Female, Hispanic
- Darryl Beatty, Deputy Chief Probation Officer, Male, African-American
- Britt Canary, Deputy Chief Probation Officer, Male, White
- Erin Foley, Ph.D., ABPP, Training Director, Female, White
- April Owen, Psy.D., Psychologist, Female, White
- Daniel Hoard, Ph.D., Psychologist, Male, White

8. Specific Dollar Amount Requested from the Foundation and Date Payment is Needed:

\$74,491 is needed over the course of 27 months. The payments are needed as follows:

25

Amount	Date Needed
\$5,688	6/1/2013
\$34,306	8/1/2013
\$34,497	8/1/2014

9. Project Budget:

Total Program Budget

	Fiscal Year 2013 (9/1/2012- 8/31/2013)
Expense Categories	Amount
Psychological Services	\$25,000
Intern Stipends and Benefits	\$72,636
APPIC Membership/APA Accreditation fees	\$1,185
Conference Fees and Travel	\$4,207
Intern Professional Development	\$1,000
Overhead	\$12,544
Total Expenses	\$116,572
Revenue Categories*	Amount
Hogg Foundation	\$108,162
Meadows Foundation	\$5,688
Travis County Juvenile Probation Department	\$2,722
Total Revenues	\$116,572
	Fiscal Year 2014 (9/1/2013- 8/31/2014)
Expense Categories	Amount
Psychological Services	\$25,000
Intern Stipends and Benefits	\$100,422
APPIC Membership/APA	\$7,446

Accreditation fees	
Conference Fees and Travel	\$8,214
Consultant Fees	\$4,000
Intern Professional Development	\$1,500
Overhead	\$8,080
Total Expenses	\$154,662
Revenue Categories*	Amount
Hogg Foundation	\$115,921
Meadows Foundation	\$33,474
Travis County Juvenile Probation Department	\$5,267
Total Revenues	\$154,662
	Fiscal Year 2015 (9/1/2014- 8/31/2015)
Expense Categories	Amount
Intern Stipends and Benefits	\$133,896
APPIC Membership/APA Accreditation fees	\$7,446
Conference Fees and Travel	\$6,198
Intern Professional Development	\$2,000
Overhead	\$2,000
Total Expenses	\$151,540
Revenue Categories*	Amount
Hogg Foundation	\$105,822
Meadows Foundation	\$33,474
Travis County Juvenile Probation Department	\$12,244
Total Revenues	\$151,540

Detailed Meadows Foundation Budget

Expense Categories	Fiscal Year 2013 (7/1/2013-
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	8/31/2013)
	Amount
Intern Stipend	\$4,667
Intern Benefits	
FICA	\$289
Retirement	\$602
WCI (law)	\$63
Medicare	\$68
Total Expenses	\$5,688
	Fiscal Year 2014 (9/1/2013- 8/31/2014)
Expense Categories	Amount
Intern Stipend	\$28,000
Intern Benefits	
FICA	\$1,736
Retirement	\$3,788
WCI (law)	\$376
Medicare	\$406
Total Expenses	\$34,306
	Fiscal Year 2015 (9/1/2014- 8/31/2015)
Expense Categories	Amount
Intern Stipend	\$28,000
Intern Benefits	
FICA	\$1,736
Retirement	\$3,979
WCI (law)	\$376
Medicare	\$406
Total Expenses	\$34,497

10. List All Entities Asked to Give Financial Support for the Proposed Project:

TCJPD and the Hogg Foundation for Mental Health have made commitments to this program for the following amounts.

Hogg Foundation for Mental Health

- September 2011 – August 2012: \$59,882
- September 2012 – August 2013: \$108,162
- September 2013 – August 2014: \$115,921
- September 2014 – August 2015: \$105,822
- September 2015 – August 2016: \$74,946

TCJPD

- September 2011 – August 2012: \$936
- September 2012 – August 2013: \$2,722
- September 2013 – August 2014: \$5,297
- September 2014 – August 2015: \$12,244
- September 2014 – August 2015: \$78,610

11. Plans to Support the Project After the Grant Period:

This program began with a grant from the Hogg Foundation for Mental Health to fund 2 interns. Supplemental Meadows Foundation funds are requested for years 3 and 4 of this grant. These funds will enable TCJPD to fully establish its internship program; upon exhaustion of grant funding, Travis County Juvenile Probation Department plans seek internal and external funds to continue the program.

12. Plan to Evaluate the Project:

Ultimately, this program will be evaluated by recruitment and successful hiring of psychology interns, training of interns that is consistent with APPIC guidelines and APA standards, and APA accreditation (expected: 2015).

Recruitment of interns 2013 APPIC Match & Post – Match Vacancy Service

The department is registered with the National Matching Service (NMS), the organization through which potential interns are matched with internship sites. The department is operating in accordance with the guidelines of APPIC and NMS and will follow the timelines set by these organizations as it moves through the process of recruiting interns for the 2013-2014 training year.

Apply for APA accreditation by June 1, 2014; approved for site visit by December 1, 2014; and site visit completed in spring of 2015

Internship programs that are seeking accreditation by the American Psychological Association cannot apply for accreditation until after their first internship class has completed training. Therefore, the earliest the department could submit its application and self-study is fall of 2013.

The department is working with a consultant to help prepare its self-study and to ensure that the internship program is operating in accordance with APA guidelines and standards. It is the department's goal to apply for APA accreditation by June 1, 2014. This timeline will allow for collection of data required by APA regarding the

first internship class's training experience as well as a thorough review of the self-study by all necessary parties. It is anticipated that the APA site visit will occur no later than spring 2015.

13. Please email the grant application and additional documentation to grants3003@mfi.org or mail to:

**Grants Administration Department
The Meadows Foundation
3003 Swiss Avenue
Dallas, Texas 75204-6090
214-826-9431, (1-800-826-9431 outside the Dallas area)
214-827-7042 (fax)
www.mfi.org**

Attachment A:

This grant application will be submitted electronically. Attachment A will be full CAFRs from FY09-FY11. These documents are each 270 pages; only the pages toward which the grant application directs reviewers are attached as hard copies in this review packet.

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<u>Voter Registration</u>			
Revenues:			
Intergovernmental	\$ 115,352	\$ 166,329	\$ 50,977
Total revenues	<u>115,352</u>	<u>166,329</u>	<u>50,977</u>
Expenditures:			
Current:			
General government	157,002	133,722	23,280
Capital outlay	<u>14,484</u>	<u>12,051</u>	<u>2,433</u>
Total expenditures	<u>171,486</u>	<u>145,773</u>	<u>25,713</u>
Excess (deficiency) of revenues over expenditures	<u>(56,134)</u>	<u>20,556</u>	<u>76,690</u>
Other financing sources (uses):			
Transfers in	15,782	15,782	-
Transfers out	<u>(15,782)</u>	<u>-</u>	<u>15,782</u>
Total other financing sources (uses)	<u>-</u>	<u>15,782</u>	<u>15,782</u>
Net change in fund balance	(56,134)	36,338	92,472
Fund balance - beginning of year	<u>75,657</u>	<u>75,657</u>	<u>-</u>
Fund balance - end of year	<u>\$ 19,523</u>	<u>\$ 111,995</u>	<u>\$ 92,472</u>
<u>Juvenile Fee</u>			
Revenues:			
Charges for services	\$ 19,000	\$ 11,473	\$ (7,527)
Investment income	<u>9,000</u>	<u>12,259</u>	<u>3,259</u>
Total revenues	<u>28,000</u>	<u>23,732</u>	<u>(4,268)</u>
Expenditures:			
Current:			
Justice system	<u>370,719</u>	<u>631</u>	<u>370,088</u>
Total expenditures	<u>370,719</u>	<u>631</u>	<u>370,088</u>
Excess (deficiency) of revenues over expenditures	<u>(342,719)</u>	<u>23,101</u>	<u>365,820</u>
Net change in fund balance	(342,719)	23,101	365,820
Fund balance - beginning of year	<u>342,719</u>	<u>342,719</u>	<u>-</u>
Fund balance - end of year	<u>\$ -</u>	<u>\$ 365,820</u>	<u>\$ 365,820</u>

(continued)

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<u>Court Reporter Service</u>			
Revenues:			
Charges for services	\$ 350,000	\$ 361,054	\$ 11,054
Investment income	4,500	5,088	588
Total revenues	<u>354,500</u>	<u>366,142</u>	<u>11,642</u>
Expenditures:			
Current:			
Justice system	<u>417,373</u>	<u>401,925</u>	<u>15,448</u>
Total expenditures	<u>417,373</u>	<u>401,925</u>	<u>15,448</u>
Excess (deficiency) of revenues over expenditures	<u>(62,873)</u>	<u>(35,783)</u>	<u>27,090</u>
Net change in fund balance	(62,873)	(35,783)	27,090
Fund balance - beginning of year	<u>151,868</u>	<u>151,868</u>	<u>-</u>
Fund balance - end of year	<u>\$ 88,995</u>	<u>\$ 116,085</u>	<u>\$ 27,090</u>
<u>Juvenile Deferred Prosecution</u>			
Revenues:			
Charges for services	\$ 6,500	\$ 5,770	\$ (730)
Investment income	<u>1,000</u>	<u>1,978</u>	<u>978</u>
Total revenues	<u>7,500</u>	<u>7,748</u>	<u>248</u>
Expenditures:			
Current:			
Justice system	<u>59,789</u>	<u>-</u>	<u>59,789</u>
Total expenditures	<u>59,789</u>	<u>-</u>	<u>59,789</u>
Excess (deficiency) of revenues over expenditures	<u>(52,289)</u>	<u>7,748</u>	<u>60,037</u>
Net change in fund balance	(52,289)	7,748	60,037
Fund balance - beginning of year	<u>52,645</u>	<u>52,645</u>	<u>-</u>
Fund balance - end of year	<u>\$ 356</u>	<u>\$ 60,393</u>	<u>\$ 60,037</u>

(continued)

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<u>Voter Registration</u>			
Revenues:			
Intergovernmental	\$ 175,021	\$ 113,921	\$ (61,100)
Total revenues	<u>175,021</u>	<u>113,921</u>	<u>(61,100)</u>
Expenditures:			
Current:			
General government	175,743	128,112	47,631
Capital outlay	<u>7,256</u>	<u>6,554</u>	<u>702</u>
Total expenditures	<u>182,999</u>	<u>134,666</u>	<u>48,333</u>
Excess (deficiency) of revenues over expenditures	<u>(7,978)</u>	<u>(20,745)</u>	<u>(12,767)</u>
Net change in fund balance	(7,978)	(20,745)	(12,767)
Fund balance - beginning of year	<u>111,995</u>	<u>111,995</u>	<u>-</u>
Fund balance - end of year	<u>\$ 104,017</u>	<u>\$ 91,250</u>	<u>\$ (12,767)</u>

Juvenile Fee

Revenues:			
Charges for services	\$ 12,000	\$ 9,135	\$ (2,865)
Investment income	<u>6,606</u>	<u>1,747</u>	<u>(4,859)</u>
Total revenues	<u>18,606</u>	<u>10,882</u>	<u>(7,724)</u>
Expenditures:			
Current:			
Justice system	<u>383,703</u>	<u>-</u>	<u>383,703</u>
Total expenditures	<u>383,703</u>	<u>-</u>	<u>383,703</u>
Excess (deficiency) of revenues over expenditures	<u>(365,097)</u>	<u>10,882</u>	<u>375,979</u>
Net change in fund balance	(365,097)	10,882	375,979
Fund balance - beginning of year	<u>365,820</u>	<u>365,820</u>	<u>-</u>
Fund balance - end of year	<u>\$ 723</u>	<u>\$ 376,702</u>	<u>\$ 375,979</u>

(continued)

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<u>Court Reporter Service</u>			
Revenues:			
Charges for services	\$ 348,000	\$ 378,023	\$ 30,023
Investment income	4,176	630	(3,546)
Total revenues	<u>352,176</u>	<u>378,653</u>	<u>26,477</u>
Expenditures:			
Current:			
Justice system	<u>419,775</u>	<u>403,393</u>	<u>16,382</u>
Total expenditures	<u>419,775</u>	<u>403,393</u>	<u>16,382</u>
Excess (deficiency) of revenues over expenditures	<u>(67,599)</u>	<u>(24,740)</u>	<u>42,859</u>
Net change in fund balance	(67,599)	(24,740)	42,859
Fund balance - beginning of year	<u>116,085</u>	<u>116,085</u>	<u>-</u>
Fund balance - end of year	<u>\$ 48,486</u>	<u>\$ 91,345</u>	<u>\$ 42,859</u>

Juvenile Deferred Prosecution

Revenues:			
Charges for services	\$ 5,000	\$ 7,105	\$ 2,105
Investment income	831	283	(548)
Total revenues	<u>5,831</u>	<u>7,388</u>	<u>1,557</u>
Expenditures:			
Current:			
Justice system	<u>65,876</u>	<u>-</u>	<u>65,876</u>
Total expenditures	<u>65,876</u>	<u>-</u>	<u>65,876</u>
Excess (deficiency) of revenues over expenditures	<u>(60,045)</u>	<u>7,388</u>	<u>67,433</u>
Net change in fund balance	(60,045)	7,388	67,433
Fund balance - beginning of year	<u>60,393</u>	<u>60,393</u>	<u>-</u>
Fund balance - end of year	<u>\$ 348</u>	<u>\$ 67,781</u>	<u>\$ 67,433</u>

(continued)

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<u>Voter Registration</u>			
Revenues:			
Intergovernmental	\$ 244,060	\$ 112,662	\$ (131,398)
Total revenues	<u>244,060</u>	<u>112,662</u>	<u>(131,398)</u>
Expenditures:			
Current:			
General government	140,165	81,005	59,160
Total expenditures	<u>140,165</u>	<u>81,005</u>	<u>59,160</u>
Excess (deficiency) of revenues over expenditures	<u>103,895</u>	<u>31,657</u>	<u>(72,238)</u>
Net change in fund balance	103,895	31,657	(72,238)
Fund balance - beginning of year	<u>91,250</u>	<u>91,250</u>	<u>-</u>
Fund balance - end of year	<u>\$ 195,145</u>	<u>\$ 122,907</u>	<u>\$ (72,238)</u>

<u>Juvenile Fee</u>			
Revenues:			
Charges for services	\$ 7,500	\$ 4,911	\$ (2,589)
Investment income	1,650	2,803	1,153
Total revenues	<u>9,150</u>	<u>7,714</u>	<u>(1,436)</u>
Expenditures:			
Current:			
Justice system	385,690	-	385,690
Total expenditures	<u>385,690</u>	<u>-</u>	<u>385,690</u>
Excess (deficiency) of revenues over expenditures	<u>(376,540)</u>	<u>7,714</u>	<u>384,254</u>
Net change in fund balance	(376,540)	7,714	384,254
Fund balance - beginning of year	<u>376,702</u>	<u>376,702</u>	<u>-</u>
Fund balance - end of year	<u>\$ 162</u>	<u>\$ 384,416</u>	<u>\$ 384,254</u> (continued)

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	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<u>Court Reporter Service</u>			
Revenues:			
Charges for services	\$ 366,000	\$ 367,397	\$ 1,397
Investment income	890	1,534	644
Total revenues	<u>366,890</u>	<u>368,931</u>	<u>2,041</u>
Expenditures:			
Current:			
Justice system	431,026	429,021	2,005
Total expenditures	<u>431,026</u>	<u>429,021</u>	<u>2,005</u>
Excess (deficiency) of revenues over expenditures	<u>(64,136)</u>	<u>(60,090)</u>	<u>4,046</u>
Net change in fund balance	(64,136)	(60,090)	4,046
Fund balance - beginning of year	<u>91,345</u>	<u>91,345</u>	<u>-</u>
Fund balance - end of year	<u>\$ 27,209</u>	<u>\$ 31,255</u>	<u>\$ 4,046</u>
<u>Juvenile Deferred Prosecution</u>			
Revenues:			
Charges for services	\$ 7,000	\$ 7,640	\$ 640
Investment income	239	425	186
Total revenues	<u>7,239</u>	<u>8,065</u>	<u>826</u>
Expenditures:			
Current:			
Justice system	74,951	-	74,951
Total expenditures	<u>74,951</u>	<u>-</u>	<u>74,951</u>
Excess (deficiency) of revenues over expenditures	<u>(67,712)</u>	<u>8,065</u>	<u>75,777</u>
Net change in fund balance	(67,712)	8,065	75,777
Fund balance - beginning of year	<u>67,781</u>	<u>67,781</u>	<u>-</u>
Fund balance - end of year	<u>\$ 69</u>	<u>\$ 75,846</u>	<u>\$ 75,777</u>

(continued)

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



700 Lavaca, Ste. 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Maya Duff, Juvenile Probation Department
FROM: Aerin-Renee Toussaint, Budget Analyst
DATE: November 2, 2012
RE: Grant Budget information

The Planning and Budget Office is still in the process of publishing the FY 13 Adopted Budget.

I understand that you are applying for a grant that requires the Current Operating budget.

Since the final public document is not yet prepared, I've attached the appropriate pages from the FY 13 Proposed Budget (which contains the same numbers as the Adopted Budget), a comparable page from the FY 12 Adopted Budget, and a sheet with the Adopted Budgets history from FY 10-13.

Adopted Budgets FY 10-13

	FY 10	FY 11	FY 12	FY 13	Diff FY 13-12
Personnel	\$26,538,166	\$28,571,943	\$28,653,195	\$30,308,096	\$1,654,901
Operating	\$4,493,902	\$4,449,148	\$5,090,319	\$5,316,009	\$225,690
CAR (Capital)	\$817,000	\$187,933	\$232,933	\$294,618	\$61,685
Fund Total	\$31,849,068	\$33,209,024	\$33,976,447	\$35,918,723	\$1,942,276

Travis County

FY 2013 Proposed Budget

Fund #	Funds Center #	Comm. Item #	Commitment Item Description	FY 2011 Actual Expenditures	FY 2012 Actual Expenditures	FY 2013 Proposed Budget
JvP Dom Rel Off Legal Svcs-GF Total				0	247,065	0
JvP CAR-JuvSvs GF						
Operating						
0001	1458000001	510230	Ofc Sup/Equip-CO	0	1,157	0
0001	1458000001	510260	Safety Sup&Eqp	0	0	211,725
0001	1458000001	510310	Software	0	4,580	0
0001	1458000001	511530	Bldg Reprs&Mnt	103,568	154,101	82,893
0001	1458000001	520110	CapOut-InstitutnlEqp	31,860	0	0
Operating Total				135,428	159,838	294,618
JvP CAR-JuvSvs GF Total				135,428	159,838	294,618
Juvenile Probation Total				31,786,169	30,437,455	35,918,723
Emergency Services						
Emrg Svcs Tech and Comm-GF						
Personnel						
0001	1470010001	500010	Sal-Elctd/Apptd Ofcl	130,302	0	0
0001	1470010001	500050	Sal-Reg Emp	267,449	76,805	83,788
0001	1470010001	503010	Longvty Pay-All Emps	2,856	0	0
0001	1470010001	505011	Comp Abs	4,140	0	0
0001	1470010001	506010	FICA Tax-OASDI	22,890	4,581	5,195
0001	1470010001	506020	FICA Tax-Mdcr	5,658	1,071	1,215
0001	1470010001	506030	Med Ins Benefit	33,304	5,918	6,755
0001	1470010001	506040	Life Ins Benefit	435	91	99
0001	1470010001	506050	Retmnt Contribution	46,751	9,323	10,800
0001	1470010001	506060	Workers Comp	784	150	163
Personnel Total				514,569	97,939	108,015
Operating						
0001	1470010001	510060	Comm Sup&Eqp	43,663	47,952	33,419
0001	1470010001	510070	CmpEqp & Peripherals	0	60	0
0001	1470010001	510100	Electrical Sup&Eqp	0	99	0
0001	1470010001	510200	Ofc Eqp	0	139	0
0001	1470010001	510220	Ofc Sup	0	15	0
0001	1470010001	510230	Ofc Sup/Equip-CO	8,333	2,129	0
0001	1470010001	510310	Software	1,098	0	150
0001	1470010001	511270	Notary Sv	102	0	0
0001	1470010001	511530	Bldg Reprs&Mnt	1,619,445	1,569,062	1,849,686
0001	1470010001	511570	RadiosTVCommReprsMnt	59,843	56,239	88,277
0001	1470010001	511620	Oth Eqp Reprs&Mnt	952,850	1,013,492	1,013,492
0001	1470010001	511670	Rent-Oth Mach & Eqp	92	175	150
0001	1470010001	511700	Cell(Air) Time Usage	2,067	121	1,032
0001	1470010001	511710	Cell Allowance	1,050	0	360
0001	1470010001	511720	Long distance	0	0	15
0001	1470010001	511971	Oth Pur Sv-CO	2,879	0	0
0001	1470010001	512040	Pf Membership	100	0	275
0001	1470010001	512050	Rg Confs/Sems	1,150	630	695
0001	1470010001	512090	Travel-Lodging Meals	1,577	513	1,080
0001	1470010001	512100	Travel-Mileage	3,360	853	1,534
Operating Total				2,697,609	2,691,479	2,990,165
Emrg Svcs Tech and Comm-GF Total				3,212,178	2,789,418	3,098,180
Emrg Svcs Fire Marshal-GF						
Personnel						
0001	1470020001	500050	Sal-Reg Emp	431,073	419,515	443,538
0001	1470020001	500060	Sal-Term Pay Reg Emp	0	6,503	0

Adopted Budgets FY 09-12

	FY 09	FY 10	FY 11	FY 12	Diff FY 12-11
Personnel	\$26,300,290	\$26,538,166	\$28,571,943	\$28,653,195	\$81,252
Operating	\$4,630,933	\$4,493,902	\$4,449,148	\$5,090,319	\$641,171
CAR	\$663,000	\$817,000	\$187,933	\$232,933	\$45,000
Total	\$31,594,223	\$31,849,068	\$33,209,024	\$33,976,447	\$767,423
FTE	435.50	433.50	457.50	457.50	0.00

FY 12 Budget Issues

The FY 12 Adopted Budget for the Department includes an increase of \$767,423 which is a 2.3% increase over the FY 11 Adopted Budget.

Highlights of a \$81,252 increase in personnel expense include:

- An increase of \$127,629 for changes in the County’s life insurance and retirement contributions for departmental FTE to maintain the same benefit level;
- A net increase of \$51,614 for adjustments to the department’s hospitalization budget based on actuarial determined cost of healthcare based on the coverage selected by employees during open enrollment;
- A decrease of \$89,683 from a reallocation from personnel to operating budget within the department’s FY 12 budget submission; and
- A decrease of \$8,308 for the removal of one-time salary expenses awarded in FY 11.

Highlights of a \$641,171 increase in operating expense include:

- An increase of \$551,488 to restore temporary reductions related to the plan to mitigate the impact of the reduction of Title IV-E resources. This action is part of a multi-year plan; and
- An increase \$89,683 from a reallocation from personnel to operating budget within the department’s FY 12 budget submission.

In addition, the FY 12 Adopted Budget continues a \$250,000 Juvenile Justice Reserve to provide the Juvenile Probation department resources to address some of the challenges from the unsettled issues within the State’s Juvenile Justice System. The reserve was first established in the FY 10 and has remained unspent. Since it still may be needed it has been continued for FY 12.

FY 12 Capital

The FY 12 Adopted Budget contains \$232,933 budgeted directly in the department consisting of \$30,700 rebudgeted for the repair of metal frame windows and one exterior stairwell at the Gardner-Betts Facility, \$26,000 rebudgeted for the replacement of five institutional dormitory doors, \$24,420 rebudgeted for purchase of a point of service database for food service and \$9,813 for parking lot asphalt repairs. New resources consist of \$60,000 for compressor replacement, \$32,400 for HVAC unit replacement, \$26,000 for unit door replacement, and \$23,600 for mandated fire safety modifications.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	39/48 Travis County Adult Probation	
Contact Person/Title:	Lila Oshatz, Division Director Programs and Services	
Phone Number:	512-854-7602	

Grant Title:	Travis County Adult Probation DWI Court		
Grant Period:	From: 9/30/2012	To: 9/29/2013	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Department of Health and Human Services: Substance Abuse and Mental Health Services Administration (SAMHSA)		
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	184,091	0	0	0	\$184,091
Operating:	18,294	0	0	0	\$18,294
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	4,130	0	0	0	\$4,130
Total:	\$206,515	\$0	\$0	\$0	\$206,515
FTEs:	2.85	0.00	0.00	0.00	2.85

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MG	
County Attorney	<input checked="" type="checkbox"/>	JC	

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Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Maintain a DWI Court completion rate of 70% or higher	70%					70%
Measures For Grant						
Number of new enrollments	50	6	14	12	11	50
Outcome Impact Description	SAMHSA grant funding will double the number of program participants served beyond the original grant funding from the Governor's Office.					
Number of successful completions	25	NA*	5	9	9	35
Outcome Impact Description	It takes participants a minimum of 12 months to complete the treatment program. The program enrolled its first participants during FY 2011; the first group of participants graduated on January 31, 2012.					
Outcome Impact Description						

PBO Recommendation:

PBO concurs with this acceptance of the third year of this noncompetitive continuation grant.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

The mission of the Travis County Adult Probation DWI Court is to enhance public safety by providing an intensive, judicially supervised program of team-based counseling, treatment, and supervision for alcohol/substance dependent DWI offenders. This mission is accomplished through collaborative partnerships among the DWI Court, public agencies, and community-based organizations. The DWI Court is a pro-active approach which entails the early identification of repeat DWI offenders and providing to them the support and services needed to eliminate their repetitive involvement with the criminal justice system.

Specific program goals:

1. Participants will receive timely substance abuse treatment to address identified substance abuse needs and other criminogenic need areas.
2. Participants will receive timely judicial oversight to support and confront behavioral change through a well-defined strategy of sanctions and incentives.
3. Participants will receive timely drug/alcohol testing to insure abstinence.
4. Participants will receive case management services and will have their conditions monitored by the probation officer.

Funding from SAMHSA is expansion funding which allows the DWI Court to serve more participants.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

SAMHSA funding is for three years, 9/30/2010 to 9/29/2013. Each year of the grant, the Department is required to submit a noncompetitive continuation application. The Department will continue to apply for grant funding to support DWI Court program needs for future fiscal years.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No match requirement

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Yes

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No. It is the intent of the Department to identify funding sources to maintain self-sufficiency for the DWI Court through a combination of funding sources.

6. If this is a new program, please provide information why the County should expand into this area.

This is a noncompetitive continuation application for FY 2013.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The DWI Court represents another sentencing option for the judiciary, specifically the establishment of an additional "best practice" problem solving court to impact recidivism and provide continued reduction in community corrections costs. The DWI Court is consistent with the Department's Travis Community Impact Supervision (TCIS) initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and needs levels of the offender through a structured system of sanctions and incentives.



Notice of Award

Issue Date: 09/12/2012

Adult Treatment Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Grant Number: 5H79TI023060-03 REVISED

Program Director:
Lila Oshatz

Project Title: Travis County Adult Probation DWI Court

Grantee Address	Business Address
COUNTY OF TRAVIS Lila Oshatz Director of Social Services 411 W. 13th Street, Suite 600 Austin, TX 78701	Travis County Adult Probation Director 411 West 13th Street, Suite 600 Austin, TX 78701

Budget Period: 09/30/2012 – 09/29/2013

Project Period: 09/30/2010 – 09/29/2013

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF TRAVIS in support of the above referenced project. This award is pursuant to the authority of Authorized under Section 509 of the PHS Act, as amended. and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Eileen Bermudez
Grants Management Officer
Division of Grants Management

For

See additional information below

SECTION I – AWARD DATA – 5H79TI023060-03 REVISED

Award Calculation (U.S. Dollars)

Salaries and Wages	\$137,463
Fringe Benefits	\$46,628
Personnel Costs (Subtotal)	\$184,091
Supplies	\$200
Consortium/Contractual Cost	\$3,906
Travel Costs	\$14,188
Direct Cost	\$202,385
Indirect Cost	\$4,130
Approved Budget	\$206,515
Federal Share	\$206,515
Cumulative Prior Awards for this Budget Period	\$206,515

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	\$206,515

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
 EIN: 1450588607A1
 Document Number: 10TI23060A
 Fiscal Year: 2012

IC	CAN	Amount
TI	C96T511	\$206,515

TI Administrative Data:

PCC: ADRUG-CR / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI023060-03 REVISED

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5H79TI023060-03 REVISED

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

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- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:
Additional Costs**

SECTION IV – TI Special Terms and Condition – 5H79TI023060-03 REVISED

REMARKS:

This award approves the Clinical Director Jeff Nelson's level of effort from 50% to 25%.

ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED AND REMOVED BY THE GRANTS MANAGEMENT OFFICER

CONTACTS:

Holly Rogers, Program Official
Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

~~H~~ Helen Zhou, Grants Specialist
Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410



**TRAVIS COUNTY
FY 13 GRANT SUMMARY SHEET**

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Sheriff's Office	
Contact Person/Title:	Margaret Seville 1777	
Phone Number:	854-9804	

Grant Title:	State Criminal Alien Assistance Program - SCAAP 12		
Grant Period:	From: <input type="text" value="07/01/2010"/>	To: <input type="text" value="06/30/2011"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	US Department of Justice - Bureau of Justice Assistance		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 492,999	\$ 0	\$ 0	\$ 0	\$ 492,999
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 492,999	\$ 0	\$ 0	\$ 0	\$ 492,999
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -	Applicable Departmental Measures				
1.					
2.					
3.					
+ -	Measures for the Grant				
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Sheriff's Office is requesting approval to accept the 2012 State Criminal Alien Assistance Program (SCAAP) Grant award in the amount of \$492,999 from the U.S. Department of Justice, Bureau of Justice Assistance (BJA). The FY 12 award is \$190,502 less than the FY 10 award of \$683,501. The award has been decreasing over the most recent years. The amount of the award has varied year to year and has averaged \$929,978 per year over the last thirteen years. This funding reimburses the County for expenses due to housing of persons eligible under the Immigration and Naturalization Act of 1990. Please see the attached memo and documents from the Sheriff's Office for additional information.

The 2012 SCAAP grant application was for a total corrections staff wage and salary cost estimated at \$40,716,530, for the time frame from July 1, 2010 through June 30, 2011. However the award basis is formulaic and the actual award varies depending on the number of persons confirmed to have been housed by the County vis-à-vis other applying agencies. The largest SCAAP award the County has received was \$1,447,080 from the 4th grant cycle for 2000. I have attached a summary of the awards from 1999 to 2012 should you wish additional information on past grant awards.

There is no financial obligation required of the County other than expenditures must be correctional related costs. The office is working with PBO to identify eligible projects that will be brought back to Commissioners Court for approval once the list is finalized.

PBO recommends acceptance of the grant funds.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

Existing program to reimburse Travis County for expenses related to the housing of inmates

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

None

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

NA

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Not Allowed

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No program attached to this reimbursement - Impact would decrease in fund revenue which is currently tied to correctional costs

6. If this is a new program, please provide information why the County should expand into this area.

Not a new program - Travis County has participated since 1998 in SCAAP

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This grant reimbursement program provides for recovery of funds expended for the housing of persons deemed to be of non-legal status by the Immigration and Customs Enforcement Office. Since 2007 the expenditure of these funds must be tied to corrections related operations. While no formal measures are tied to the program, the fund income does offset general fund expenditures.

Sheriff's Office - Justice Department SCAAP Grant History 1999-2012

<u>Year</u>	<u>Grant</u>	<u>Period</u>	<u>Use of Award</u>	<u>Request</u>	<u>Award</u>
1999	SCAAP 99	07/97-06/98	General Fund	\$ 3,279,432	\$ 1,041,839
2000	SCAAP 00	07/98-06/99	General Fund	\$ 16,900,313	\$ 1,447,080
2001	SCAAP 01	07/99-06/00	SO Homeland Security Equipment	\$ 20,000,000	\$ 602,532
2002	SCAAP 02	07/00-06/01	Jail Overcrowding	\$ 20,000,000	\$ 1,213,849
2003	SCAAP 03	07/01-06/02	\$311,325 - General Fund & \$302,535 SO Capital & Inmate Bus	\$ 29,458,654	\$ 613,860
2004	SCAAP 04	07/02-06/03	SO Firing Range - \$250,000 & Corrections Capital Equipment	\$ 31,668,203	\$ 842,159
2005	SCAAP 05	07/03-06/04	Jail Overcrowding	\$ 41,826,621	\$ 658,636
2006	SCAAP 06	07/04-06/05	General Fund	\$ 43,917,359	\$ 1,055,889
2007	SCAAP 07	07/05-06/06	Corrections Use Only	\$ 48,440,770	\$ 1,224,221
2008	SCAAP 08	07/06-06/07	Corrections Use Only	\$ 49,894,309	\$ 1,239,273
2009	SCAAP 09	07/07-06/08	Corrections Use Only	\$ 37,368,877	\$ 988,279
2010	SCAAP 10	07/08-06/09	Corrections Use Only	\$ 39,278,809	\$ 915,571
2011	SCAAP 11	07/09-06/10	Corrections Use Only	\$ 40,231,190	\$ 683,501
2012	SCAAP 12	07/10-06/11	Corrections Use Only	\$ 40,716,530	\$ 492,999
	Totals			\$ 462,981,067	\$ 13,019,688
			14 Year Average of Awards	\$ 33,070,076	\$ 929,978

Award

Percent

31.8%
8.6%
3.0%
6.1%
2.1%
2.7%
1.6%
2.4%
2.5%
2.5%
2.6%
2.3%
1.7%
1.2%
2.8%
2.8%



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

November 7, 2012

MEMORANDUM

**TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4**

FROM: Margaret H Seville 1777, Research and Planning

SUBJECT: 2012 State Criminal Alien Assistance Program Grant Award

Attached is the notification of award from the United States Department of Justice, Bureau of Justice Assistance for the 2011 State Criminal Alien Assistance Program (SCAAP) in the amount of **\$492,999**.

This federal program, as governed by Section 241(i) of the Immigration and Naturalization Act, 8 USC 1231(i) and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, provides for partial reimbursement of local expenses incurred for housing persons incarcerated who are determined to have not been of legal immigration status at that time.

The criterion for this year's submission remained unchanged. SCAAP provides federal payments for incurred correctional costs for incarcerated undocumented criminal aliens who have at least one felony or two misdemeanor convictions for violations of state or local law, and who are incarcerated for at least 4 consecutive days during the reporting period.

Records indicated that 2,839 persons were in our custody during the time period of July 1, 2010 through June 30, 2011 and reported a foreign place of birth. Of those persons, 1,159 individuals meet the federal criteria. This is down from the 1,375 individuals submitted for the 2009-2010 time period. Again, these are individuals who claimed a foreign place of birth and were convicted of crimes. The Sheriff's Office makes no determination whether that foreign place of birth has any bearing on legal immigration status. TCSO staff does not have access to the Immigration and Customs Enforcement records to allow us to determine the immigration status of individuals in our custody.

The award under this grant in 2011 was \$683,501.

The federal guidelines for use of these funds now indicate that they can only be used for corrections related areas. TCSO is working in conjunction with PBO to ensure that these funds are used within the

federal guidelines while best serving the needs of the TCSO Corrections Bureau and due to their being one-time use them for one-time expenditures.

If you have any questions please feel free to contact my office at 854-9804.

Your support and approval of this award and project is appreciated.

CC. Travis Gatlin, PBO
Matt Naper, Auditor's Office
Jim Connolly, County Attorney's Office
File

Meg Seville

From: owner-bvp-list@ojp.usdoj.gov on behalf of Justice, BJA <bjajustice@usdoj.gov>
Sent: Monday, October 15, 2012 4:56 PM
Subject: State Criminal Alien Assistance Program (SCAAP) FY 2012 Award Announcement

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that your Fiscal Year 2012 State Criminal Alien Assistance Program (SCAAP) award is complete and ready for drawdown. To view the FY 2012 SCAAP awards, please visit https://www.bja.gov/ProgramDetails.aspx?Program_ID=86.

Please follow the instructions below to accept your FY 2012 SCAAP award:

- Access the Grants Management System (GMS) web site at <https://grants.ojp.usdoj.gov/> and log on using your SCAAP user id and password.
- Locate the Application status block that contains your 2012 SCAAP application. You will see "View" and "Drawdown" links under the "Action" header located on the right side of this block.
- Click on "Drawdown." This will take you to an acceptance screen that displays your award number, jurisdiction name, and award amount at the top. Please print this screen for your records. Select at least one use of SCAAP funds on the provided list. **Multiple selections are possible by holding down the Control key and clicking on the mouse.**
- Review and click the certification checkbox before accepting the award.
- Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only:
https://www.bja.gov/Funding/12SCAAP_Guidelines.pdf
- Located at the bottom of the screen are the "Accept" and "Decline" buttons. After you accept your award, you will be taken to a screen that confirms your acceptance. Applicants are required to accept awards online within 45 calendar days of this award notice. This email serves as notice for you to accept your FY 2012 SCAAP award online.
- Following your acceptance of the SCAAP terms, conditions, and award amount, OJP will initiate an electronic payment to your bank account of record, verified through the online SCAAP registration process.
- Allow 15 business days (from the date of acceptance) for the electronic payment process to occur.

For password resets, technical or system-related questions, please call the GMS Helpdesk at 1-888-549-9901, Option 3.

For questions concerning your SCAAP award amount or other award questions, please email the SCAAP Help Desk at SCAAP@ojp.usdoj.gov

For questions related to the electronic transfer of funds or bank account of record, please contact the OCFO Customer Service Center at 1-800-458-0786 or AskOCFO@usdoj.gov.

Thank you,

SCAAP Program Team

Bureau of Justice Assistance

PA	City of Philadelphia	\$91,391.00
PA	County of Lehigh	\$99,886.00
PA	COUNTY OF LUZERNE	\$111,332.00
PA	Pennsylvania Department of Corrections	\$977,198.00
PR	Puerto Rico Department of Corrections and Rehabilitation	\$313,317.00
RI	State of Rhode Island	\$677,789.00
SC	Colleton County	\$487.00
SC	Greenwood County	\$1,598.00
SC	Anderson, County of	\$2,372.00
SC	County of Laurens	\$2,511.00
SC	Georgetown County	\$3,335.00
SC	County of Pickens	\$3,339.00
SC	County of Dorchester	\$5,655.00
SC	Richland County Government	\$9,975.00
SC	Aiken County	\$12,021.00
SC	County of York	\$18,125.00
SC	LEXINGTON COUNTY	\$43,688.00
SC	County Council of Beaufort	\$58,080.00
SC	County of Greenville	\$58,506.00
SC	County of Horry	\$75,510.00
SC	Charleston County	\$264,094.00
SC	SOUTH CAROLINA DEPARTMENT OF CORRECTIONS (INC)	\$388,721.00
SD	Pennington County	\$7,388.00
SD	State of South Dakota	\$33,226.00
SD	Minnehaha County	\$37,024.00
TN	Lincoln County	\$365.00
TN	Maury County Government	\$1,622.00
TN	Williamson County	\$3,100.00
TN	Dickson County	\$4,165.00
TN	County of Anderson	\$4,501.00
TN	County Of Hamblen	\$7,986.00
TN	County of Sumner	\$8,317.00
TN	Hamilton County	\$19,315.00
TN	Knox County	\$24,403.00
TN	County of Montgomery	\$33,508.00
TN	Metropolitan Nashville And Davidson County	\$155,057.00
TN	Shelby County	\$228,678.00
TN	State of Tennessee	\$230,234.00
TX	County of Fannin	\$75.00
TX	willacy county	\$483.00
TX	HOCKLEY COUNTY	\$644.00
TX	County of Live Oak	\$754.00
TX	County of Duval	\$806.00
TX	County of Orange	\$807.00
TX	County of Bee	\$858.00
TX	County of Wheeler	\$1,219.00
TX	Culberson County	\$1,311.00
TX	County of Brown	\$1,487.00
TX	County of Comanche	\$1,509.00
TX	County of Crane	\$1,596.00
TX	County of Lamar	\$1,749.00
TX	County of Leon	\$2,155.00
TX	County of Bosque	\$2,293.00
TX	County of Polk	\$2,468.00
TX	County of Coryell	\$3,018.00

TX	County of Palo Pinto	\$3,127.00
TX	COUNTY OF HUDSPETH	\$3,284.00
TX	County of Castro	\$3,365.00
TX	County of Wood	\$3,371.00
TX	Bowie County	\$3,451.00
TX	County of Upshur	\$3,557.00
TX	COUNTY OF LYNN	\$3,898.00
TX	County of Hopkins	\$3,951.00
TX	Hood County	\$4,037.00
TX	Milam County	\$4,511.00
TX	County of Brewster	\$4,700.00
TX	County of Jackson	\$4,705.00
TX	County of Parmer	\$4,887.00
TX	County of Lee	\$4,906.00
TX	Erath County Texas	\$5,211.00
TX	County of Pecos	\$5,535.00
TX	County of Randall	\$5,560.00
TX	County of Ochiltree	\$6,181.00
TX	County of Terry	\$6,293.00
TX	County of Atascosa	\$6,308.00
TX	County of Deaf Smith	\$6,403.00
TX	County of Matagorda	\$6,409.00
TX	County of Bailey	\$6,755.00
TX	County of Fayette	\$6,931.00
TX	Caldwell County	\$7,034.00
TX	Medina County	\$7,096.00
TX	County of Kerr	\$7,265.00
TX	County of Walker	\$7,413.00
TX	County of Cherokee	\$7,487.00
TX	County of Van Zandt	\$8,292.00
TX	County of Dallam	\$8,352.00
TX	Titus County	\$8,575.00
TX	County of Hemphill	\$9,031.00
TX	Freestone County	\$9,276.00
TX	County of Harrison	\$9,321.00
TX	County of Kendall	\$9,484.00
TX	Chambers County Texas	\$10,197.00
TX	Nacogdoches County	\$10,318.00
TX	County of Hill	\$11,007.00
TX	County of Limestone	\$11,341.00
TX	County of Hutchinson	\$11,538.00
TX	Kaufman County	\$11,826.00
TX	Burnet County	\$12,045.00
TX	County of Zapata	\$12,149.00
TX	County of Andrews	\$12,745.00
TX	County of Parker	\$12,791.00
TX	County of Nueces	\$12,893.00
TX	Henderson County	\$13,006.00
TX	County of Carson	\$13,031.00
TX	County of Angelina	\$13,193.00
TX	Tom Green County	\$13,280.00
TX	County Of Kleberg	\$13,452.00
TX	County of Gonzales	\$13,678.00
TX	County of Austin	\$13,710.00
TX	County of Waller	\$14,031.00
TX	County of Washington	\$14,482.00

TX	County of Starr	\$15,718.00
TX	Jefferson County	\$17,129.00
TX	Maverick County	\$18,127.00
TX	County of Taylor	\$19,086.00
TX	WISE COUNTY	\$19,837.00
TX	County Of Hunt	\$23,202.00
TX	County of Moore	\$24,071.00
TX	Liberty County, Texas	\$27,463.00
TX	County of Navarro	\$28,191.00
TX	County of Bastrop	\$31,687.00
TX	County of Rockwall	\$32,810.00
TX	County of Ellis	\$33,040.00
TX	County of Gillespie	\$33,076.00
TX	County of Ector	\$33,662.00
TX	Midland County	\$34,927.00
TX	County of Johnson	\$36,367.00
TX	County of Grayson	\$37,573.00
TX	Brazoria County	\$37,877.00
TX	Gregg, County of	\$39,515.00
TX	County of Brazos	\$40,683.00
TX	Potter County	\$41,292.00
TX	County of Hidalgo	\$43,101.00
TX	COUNTY OF LUBBOCK	\$53,430.00
TX	County of Comal	\$56,444.00
TX	Galveston County	\$63,294.00
TX	Hays County, Texas	\$64,768.00
TX	County of Smith	\$65,864.00
TX	County of McLennan	\$72,923.00
TX	County of Bell	\$74,925.00
TX	County of Collin	\$102,223.00
TX	County of Fort Bend	\$106,246.00
TX	County of Bexar	\$126,270.00
TX	County of Montgomery	\$126,619.00
TX	County of Williamson	\$136,312.00
TX	County of Webb	\$150,001.00
TX	County of Denton	\$217,394.00
TX	El Paso County	\$335,439.00
TX	County of Tarrant	\$363,277.00
TX	Travis County	\$492,999.00
TX	County of Dallas	\$976,149.00
TX	State of Texas	\$10,695,980.00
UT	Tooele County	\$6,109.00
UT	County of Cache	\$18,387.00
UT	County of Washington	\$19,006.00
UT	County of Weber	\$32,381.00
UT	Davis County	\$59,535.00
UT	Utah County Government	\$93,388.00
UT	State of Utah	\$459,480.00
UT	Salt Lake County	\$465,786.00
VA	Isle of Wight County	\$13.00
VA	City of Poquoson	\$957.00
VA	County of Pittsylvania	\$1,029.00
VA	City of Martinsville	\$1,236.00
VA	COUNTY OF KING GEORGE	\$1,394.00
VA	County of Nelson	\$2,262.00
VA	Roanoke County	\$2,477.00



**TRAVIS COUNTY
FY 13 GRANT SUMMARY SHEET**

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Fire Marshal/Emergency Services & Health & Human Services & Veterans Services	
Contact Person/Title:	Debbie Ties/Public Educator & Jacqueline Gonsalvez, Social Worker	
Phone Number:	Debbie (854-6472) Jacqueline (854-3463)	

Grant Title:	"Remembering When" Scholarship		
Grant Period:	From: <input type="text" value="Dec 2, 2012"/>	To: <input type="text" value="Nov 1, 2013"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
Grantor:	National Fire Protection Association (NFPA)		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 4,000	\$ 0	\$ 0	\$ 0	\$ 4,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 4,000	\$ 0	\$ 0	\$ 0	\$ 4,000
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	M N	
County Attorney	<input checked="" type="checkbox"/>	J C	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -		Applicable Departmental Measures			
1.	5 Group Presentations	0	0	50 people educated	50 people educated
2.	2 Train the Trainer sessions	0	0	30 people trained	20 people trained
3.	25 Home Visits	0	0	30% less fires & falls in the elderly	30% less fires & falls in the elderly
+ -		Measures for the Grant			
1.					
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

PBO concurs with acceptance of this grant.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The goal of the program is to help reduce fire and fall injuries and deaths among older adults through home visits and education. A fire educator will partner with a social worker. The fire educator will conduct a minimum of five group presentations and will conduct at least two train-the-trainer sessions for the partner agency home visitors. The home visitor agency will conduct at least 25 home visits and integrate materials from the "Remembering When" program into its home visits. A final report will be submitted to NFPA by November 1, 2013.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

No long term County funding requirements.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No county match required.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No indirect cost allocation.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes, the grant will end upon termination. We hope to continue the education, training, and home visits. Any future materials needed will be funded by our current line item. No other programs will be discontinued as a result.

6. If this is a new program, please provide information why the County should expand into this area.

Among adults, those 65 and older, falls are the leading cause of death from injury and they are also one of the groups at greatest risk of dying in a fire. The mission of our office is to serve the citizens of Travis County by providing fire prevention education. This program is directly related to the goals and objectives that we have adopted.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The "Remembering When" program will interlace the Fire Marshal's public education efforts with TCHHS/VS' ongoing work. The Fire Marshal educator and the Social Worker will form a workgroup and establish meetings to information-share; ensure that the program is adhering to requirements; and collect information to include in the final report.

TRAVIS COUNTY FIRE MARSHAL'S OFFICE



HERSHEL LEE, FIRE MARSHAL
P. O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471

To: Travis County Commissioners Court

From: Hershel Lee, Travis County Fire Marshal

Date: November 27, 2012

Subject: ***Remembering When*** Scholarship awarded to
Debbie Ties, Fire Marshal's Office & Jacqueline Gonsalvez, Health & Human Services & Veterans Service Department

The National Fire Protection Association (NFPA) is committed to helping communities reduce fire and fall injuries and deaths among older adults through home visits and education. On September 17th, Debbie and Jacqueline were notified that they were recipients of the *Remembering When* Scholarship to implement this program in Travis County.

Fire educators were required to partner with an agency whose outreach to older adults included home visits. The award is valued at more than \$4,000 and includes:

- A training workshop in Boston from December 2 to 4, 2012, for a two-member team. NFPA will cover the expense of travel, hotel, and group meals for each team member. All travel arrangements are made through their travel agent. The only costs to the county are reimbursement for per diem on travel days and travel from the airport to the hotel upon arrival.
- One *Remembering When: A Fire and Fall Prevention Program for Older Adults* curriculum for each team member.
- Two hundred "How to Prevent Fires" brochures for distribution to older adults.
- Two hundred "How to Prevent Falls" brochures for distribution to older adults.

After the conference, team members will bring back what they have learned to the Travis County Community and do the following:

- The fire educator will conduct a minimum of five group presentations.
- The fire educator will conduct at least two train-the-trainer sessions for the partner agency home visitors.
- The home visitor agency will conduct at least 25 home visits.
- The home visitor agency will integrate agreed-upon materials from the *Remembering When* program into its home visits.
- Each team will submit a final report to NFPA by November 1, 2013, that includes a summary of how the agency integrated *Remembering When* materials into its home visits.



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: Norman McRee/854-4821

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget *LB*

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$856,605.61, for the period of November 9 to November 15, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$856,605.61.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$856,605.61

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Diane Blankenship, 854-9170

Jessica Rio, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: November 27, 2012

TO: Members of the Travis County Commissioners Court

FROM: John Rabb, Benefits Manager

COUNTY DEPT.: Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: November 9, 2012 to November 15, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$856,605.61

HRMD RECOMMENDATION: The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$856,605.61.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
NOVEMBER 9, 2012 TO NOVEMBER 15, 2012

- Page 1.** Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 2.** Chart of Weekly Reimbursements Compared to Budget.
- Page 3.** Paid Claims Compared to Budgeted Claims.
- Page 4.** FY Comparison of Paid Claims to Budget.
- Page 5.** Notification of amount of request from United Health Care (UHC) (Bank of America)
- Page 6.** Last page of the UHC Check Register for the Week.
- Page 7.** List of payments deemed not reimbursable.
- Page 8.** Journal Entry for the reimbursement.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: November 27, 2012
 TO: Nicki Riley, County Auditor
 FROM: Norman McRee, HR Financial Analyst
 COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
 FROM: November 9, 2012
 TO: November 15, 2012

REIMBURSEMENT REQUESTED: \$ 856,605.61

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,846,382.35
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: November 20, 2012	\$ (2,004,819.80)
Adjust to balance per UHC	\$ 15,043.06
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 856,605.61
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 856,605.61

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

All claims over \$25,000 (7 this week totaling \$345,370.77) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

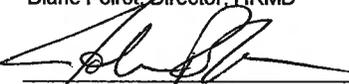
Fifteen percent (15%) of all claims under \$25,000 (\$82,236.18) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from Sun Life total \$545,771.91.

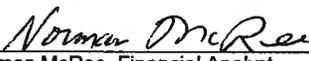
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.


 Diane Poirot, Director, HRMD 11/19/12
Date

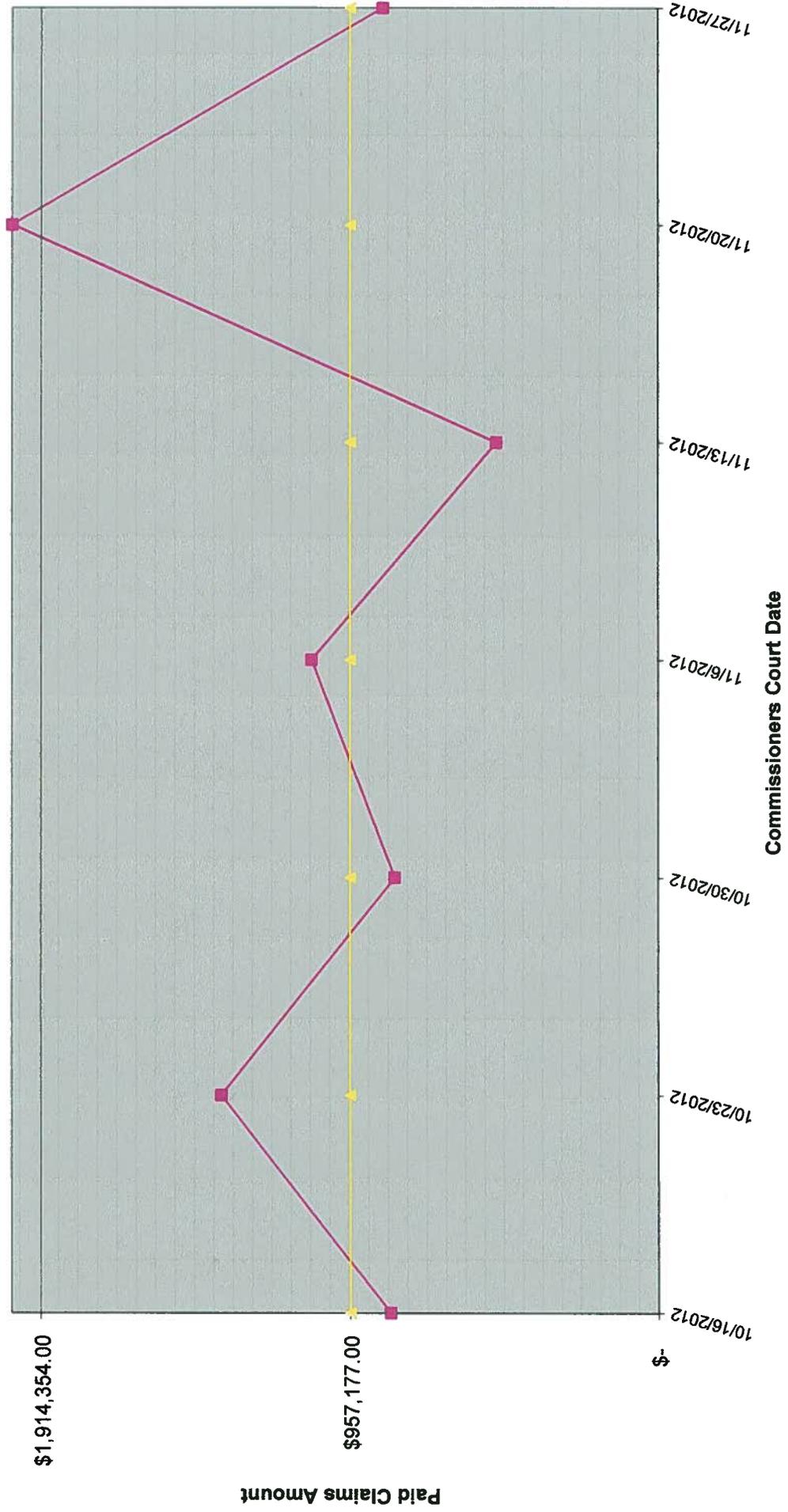

 John Rabb, Benefits Manager 11/19/12
Date


 Shannon Steele, Benefits Administrator 11/19/12
Date


 Norman McRee, Financial Analyst 11/19/12
Date

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

**Travis County Employee Benefit Plan
FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23**



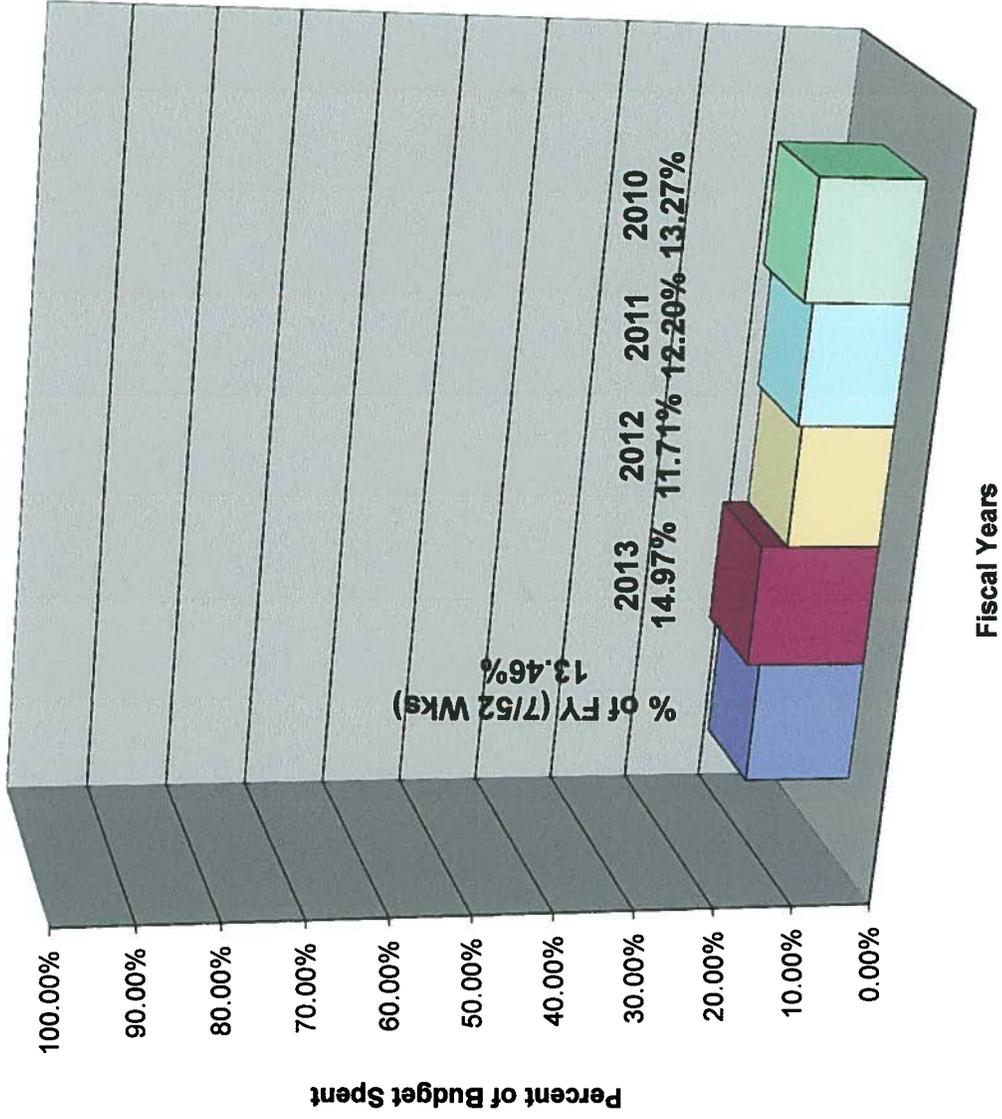
**Travis County Employee Benefit Plan
FY13 Weekly Paid Claims VS Weekly Budgeted Amount**

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	\$ 2,004,819.80	\$ 957,177.23	4	\$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	\$ 856,605.61	\$ 957,177.23	7	\$ 345,370.77	14.97%	11.71%
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Paid & Budgeted Claims to Date	\$ 7,450,565.46	\$ 6,700,240.62
Paid Claims less Total Weekly Budget		\$ 750,324.84

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

Comparison of Claims to FY Budgets Week 7



Norman McRee

From: SIFS FAX@UHC.COM
Sent: Friday, November 16, 2012 12:02 AM
To: Norman McRee
Subject: UHG FUNDING NOTIFICATION

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
FAX NUMBER: (512) 854-3128 AB5
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2012-11-16 REQUEST AMOUNT: \$2,846,382.35

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445
FUNDING ADVICE FREQUENCY: DAILY
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-11-15	\$124,223.95-
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$2,792,264.95</u>
+ CURRENT DAY NET CHARGE:	\$54,117.26
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	<u>\$00.00</u>
REQUEST AMOUNT:	\$2,846,382.35

ACTIVITY FOR WORK DAY: 2012-11-12

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$39,059.38	\$00.00	\$39,059.38
TOTAL:	\$39,059.38	\$00.00	\$39,059.38

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_11_15

CONTR_NBR	PLN_ID	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$	0.01	QG	11242215	AH	7	11/12/2012	100	11/14/2012	11/15/2012
701254	632	\$	0.01	QG	11242215	AH	5	11/12/2012	100	11/14/2012	11/15/2012
701254	632	\$	0.01	QG	11242215	AH	6	11/12/2012	100	11/14/2012	11/15/2012
701254	632	\$	0.01	QG	11242215	AH	1	11/12/2012	100	11/14/2012	11/15/2012
701254	632	\$	0.01	QG	11242215	AH	1	11/12/2012	100	11/14/2012	11/15/2012
701254	632	\$	0.01	QG	11242215	AH	1	11/12/2012	100	11/14/2012	11/15/2012
701254	632	\$	(0.01)		28	8659413	AC	1	11/13/2012	55	11/15/2012
701254	632	\$	(0.03)		28	8659414	A	1	11/13/2012	55	11/15/2012
701254	632	\$	(0.10)		28	8659415	AB	1	11/13/2012	55	11/15/2012
701254	9999	\$	(0.14)		99	1E+12	9999	0	11/16/2012	4990	11/15/2012
701254	632	\$	(0.27)		28	8659416	AA	1	11/13/2012	55	11/15/2012
701254	632	\$	(20.00)	PH	84764126	AE	8	9/4/2012	50	11/14/2012	11/15/2012
701254	632	\$	(34.88)	QG	90694865	AH	7	11/8/2012	50	11/14/2012	11/15/2012
701254	632	\$	(128.75)	RI	10235650	AE	7	11/8/2012	50	11/13/2012	11/15/2012
701254	632	\$	(141.97)	QG	70507197	AA	1	11/7/2012	50	11/14/2012	11/15/2012
701254	632	\$	(141.97)	QG	70494817	AA	1	11/7/2012	50	11/14/2012	11/15/2012
701254	632	\$	(228.02)	QG	10946665	AH	9	5/30/2012	50	11/15/2012	11/15/2012
701254	632	\$	(406.12)	QG	21094806	AE	9	8/27/2012	50	11/14/2012	11/15/2012
701254	632	\$	(1,952.00)	QG	91693820	AA	5	11/8/2012	50	11/14/2012	11/15/2012

856,605.61

**Travis County Hospital and Insurance Fund - County Employees
UHC Payments Deemed Not Reimbursable**

For the payment week ending: 11/15/2012

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	ACCT#	ISS_DATE	TRANS_CODE	TRANS_DATE
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Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 11/15/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 173,973.98
	RR	1110068956	516110	\$ 2,745.43
			Total CEPO	\$ 176,719.41
EPO	EE	1110068956	516030	\$ 206,118.75
	RR	1110068956	516130	\$ 9,528.74
			Total EPO	\$ 215,647.49
PPO	EE	1110068956	516020	\$ 437,870.28
	RR	1110068956	516120	\$ 26,368.43
			Total PPO	\$ 464,238.71
			Grand Total	\$ 856,605.61



Travis County Commissioners Court Agenda Request

Meeting Date: 11/27/12

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
- B. Non-routine request from Tax Collector's Office for a variance to Travis County Code § 10.03009, Voluntary Job Change.
- C. Non-routine request from Constable Precinct 2 for a variance to Travis County Code § 10.0295, Peace Officer Pay Scale (POPS).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 6.

B. Non-Routine Personnel Action – Pages 7 - 10.

Tax Collector requests approval for a voluntary job change which is above midpoint with a pay increase – Travis County Code § 10.03009, from County Auditor's Office, AUD Finance Auditor Analyst V, PG 27 to Tax Office, Financial Manager, PG 26. HRMD has reviewed supporting documentation and concurs with the request. PBO has confirmed sufficient funds.

C. Non-Routine Personnel Action – Pages 7, 11 – 13.

Constable Precinct 2 requests an exception to Peace Officer Pay Scale (POPS) – Travis County Code § 10.0295 to place Slot 34 from step 2 to step 8, Constable Sergeant, PG 64. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

If you have any questions or comments, please contact Diane Poirot at 854-9170 or Todd L. Osburn at 854-2744.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Diane Poirot, Human Resources Management Department, 854-9170

Leslie Browder, Planning and Budget Office, 854-9106

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



HRMD Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

November 27, 2012

ITEM # :

DATE: November 16, 2012

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen L. Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning and Budget *LB*

FROM: Diane Poirot, Director, HRMD *DP*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 6.

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If you have any questions or comments, please contact Diane Poirot at 854-9170 or Todd L. Osburn at 854-2744.

LB/DP/TLO

Attachments

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Constable 4	24	Deputy Constable	61 / Step 1 / \$49,686.62	61 / Step 1 / \$49,686.62
County Atty	165	Legal Secretary	15 / Level 4 / \$38,750.40	15 / Level 4 / \$38,750.40
County Treasurer	4	Accounting Clerk	12 / \$30,343.66	12 / \$30,343.66
District Clerk	100	Court Clerk II*	15 / Minimum / \$34,608.50	15 / Minimum / \$34,608.50
District Clerk	132	Court Clerk I	13 / Level 1 / \$31,158.40	13 / Level 1 / \$31,158.40
HHS	243	Social Svcs Asst Part-time	11 / \$15,066.53	11 / \$15,066.53
HHS	276	Administrative Assoc	16 / Level 5 / \$42,577.60	16 / Level 5 / \$42,577.60
Juvenile Probation	201	Office Asst	10 / Level 1 / \$25,417.60	10 / Level 1 / \$25,417.60
Juvenile Probation	628	Juvenile Probation Ofcr II**	16 / Level 1 / \$38,147.20	16 / Level 1 / \$38,147.20
Records Mang & Comm Resrc	58	Office Spec Sr	13 / \$32,136.00	13 / \$32,136.00
Sheriff	1297	Counselor Sr	17 / \$41,995.20	17 / \$41,995.20
Sheriff	1856	Cadet**	80 / Step 1 / \$38,919.50	80 / Step 1 / \$38,919.50
Sheriff	1858	Cadet**	80 / Step 1 / \$38,919.50	80 / Step 1 / \$38,919.50
Sheriff	1921	Security Coord	13 / Level 6 / \$35,692.80	13 / Level 6 / \$35,692.80
Sheriff	1949	Deputy Sheriff Law Enforcement**	72 / Step 1 / \$52,301.81	72 / Step 1 / \$52,301.81
Sheriff	1950	Deputy Sheriff Law Enforcement**	72 / Step 3 / \$54,414.67	72 / Step 3 / \$54,414.67
Sheriff	1952	Deputy Sheriff Law Enforcement**	72 / Step 1 / \$52,301.81	72 / Step 1 / \$52,301.81
TNR	520	Road Maint Worker	10 / Level 2 / \$26,166.40	10 / Level 2 / \$26,166.40
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Comm Pct 3	20004	Administrative Asst I*	13 / \$17.00	13 / \$17.00	02
County Clerk	20518	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20613	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20643	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23017	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23061	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23073	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23081	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23083	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23085	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23086	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23089	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
District Clerk	50024	Court Clerk Asst	11 / \$12.70	11 / \$12.70	05
Fac Mgmt	20027	Custodian	7 / \$11.00	7 / \$11.00	02
HHS	50063	Interpreter Sign Language VI	26 / \$45.00	26 / \$45.00	05
Probate Court	50016	Law Clerk I	15 / \$16.64	15 / \$16.64	05
* Actual vs Authorized **Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1275	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
County Atty	25	Attorney VI* / Grd 29	Attorney VII / Grd 30	\$91,409.97	\$95,980.47	Career Ladder. Pay is between min and midpoint of pay grade.
County Atty	28	Attorney IV* / Grd 27	Attorney V / Grd 28	\$78,593.42	\$83,424.43	Career Ladder. Pay is at minimum of pay grade.
County Atty	33	Attorney II* / Grd 23	Attorney III / Grd 25	\$59,466.58	\$68,095.87	Career Ladder. Pay is at minimum of pay grade.
County Atty	35	Attorney IV* / Grd 27	Attorney V / Grd 28	\$77,956.53	\$83,424.43	Career Ladder. Pay is at minimum of pay grade.
County Atty	149	Attorney II* / Grd 23	Attorney III / Grd 25	\$59,466.58	\$68,095.87	Career Ladder. Pay is at minimum of pay grade.
County Atty	155	Attorney IV* / Grd 27	Attorney V / Grd 28	\$77,956.53	\$83,424.43	Career Ladder. Pay is at minimum of pay grade.
County Atty	190	Attorney III* / Grd 25	Attorney IV / Grd 27	\$68,095.87	\$77,956.53	Career Ladder. Pay is at minimum of pay grade.
County Atty	209	Attorney V* / Grd 28	Attorney VI / Grd 29	\$83,424.43	\$89,265.70	Career Ladder. Pay is at minimum of pay grade.
District Atty	20	Attorney IV* / Grd 27	Attorney V* / Grd 28	\$77,956.53	\$83,424.43	Career Ladder. Pay is at minimum of pay grade.
Juvenile Probation	619	Juvenile Detention Ofcr II* / Grd 14	Juvenile Detention Ofcr III / Grd 15	\$33,734.48	\$35,421.20	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

THIS SECTION INTENTIONALLY LEFT BLANK.

**PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY
REASSIGNMENTS / TEMPORARY ASSIGNMENTS**

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slot 186 / Attorney VII / Grd 30 / \$50,705.72	County Atty	Slot 150 / Attorney VII / Grd 30 / \$50,705.72	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Criminal Justice Planning	Slot 67 / Attorney III / Grd 25 / \$68,095.87	Criminal Justice Planning	Slot 67 / Attorney III / Grd 25 / \$74,564.98	Salary adjustment. Pay is between min and midpoint of pay grade.
District Clerk	Slot 9 / Court Clerk II Sr / Grd 16 / \$50,908.11	District Clerk	Slot 55 / Court Svcs Mgmt Admin Coord / Grd 18 / \$51,908.11	Promotion. Pay is between min and midpoint of pay grade.
District Clerk	Slot 16 / Court Clerk I / Grd 13 / \$32,052.80	District Clerk	Slot 9 / Court Clerk II* / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
District Clerk	Slot 55 / Court Svcs Mgmt Admin Coord / Grd 18 / \$47,849.10	District Clerk	Slot 123 / Business Analyst Assoc* / Grd 19 / \$52,145.60	Promotion. Pay is between min and midpoint of pay grade.
District Clerk	Slot 100 / Court Clerk II / Grd 15 / \$39,401.04	District Clerk	Slot 140 / Court Clerk II Sr / Grd 16 / \$41,475.20	Promotion. Pay is between min and midpoint of pay grade.
District Clerk	Slot 120 / Court Clerk I / Grd 13 / \$31,161.29	District Clerk	Slot 133 / Records Analyst Assoc / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
District Clerk	Slot 133 / Records Analyst Assoc / Grd 15 / \$36,181.45	District Clerk	Slot 139 / Court Clerk II / Grd 15 / \$37,710.45	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade. Pay is between min and midpoint of pay grade.
Fac Mgmt	Slot 70 / Custodian Ld / Grd 9 / \$33,433.50	Fac Mgmt	Slot 18 / Custodial Svcs Supv / Grd 12 / \$35,105.18	Salary adjustment. Pay is between midpoint and max of pay grade.
JP Pct 5	Slot 8 / Court Clerk I / Grd 13 / \$32,778.61	County Atty	Slot 139 / Legal Secretary / Grd 15 / \$38,750.40	Promotion. Pay is between min and midpoint of pay grade.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 122 / Sergeant Corrections / Grd 88 / \$94,793.71	Sheriff	Slot 889 / Certf Peace Ofcr Sr / Grd 84 / \$71,214.00	Voluntary job change. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1485 / Corrections Ofcr* / Grd 81 / \$44,368.27	Sheriff	Slot 240 / Corrections Ofcr* / Grd 81 / \$44,368.27	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1675 / Corrections Ofcr Sr / Grd 83 / \$48,226.26	Sheriff	Slot 1487 / Corrections Ofcr Sr* / Grd 83 / \$48,226.26	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1842 / Corrections Ofcr Sr / Grd 83 / \$48,226.26	Sheriff	Slot 1656 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$55,962.82	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1858 / Corrections Ofcr / Grd 81 / \$44,368.27	Sheriff	Slot 1951 / Deputy Sheriff Law Enforcement* / Grd 72 / \$52,301.81	Promotion. Peace Officer Pay Scale (POPS).
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGES							
Dept.	Slot #	Current			HRMD Recommends		
		Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
ITS	50	Admin Assistant I/ 13500	NE	13	Purchasing Clerk III / 14484	NE	14
ITS	82	Admin Assistant I/ 13500	NE	13	Purchasing Clerk III /14484	NE	14
Department requests in order to meet departmental needs. PBO has confirmed funding available.							

SECTION B. NON-ROUTINE PERSONNEL ACTIONS

NON-ROUTINE – Voluntary Job Change and POPS Step Change				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Auditor	Slot 58 / AUD Finance Auditor Analyst V* / Grd 27 / \$94,009.00	Tax Collector	Slot 4 / Financial Mgr / Grd 26 / \$96,160.00	Voluntary job change. Pay is between midpoint and max of pay grade. Travis County Code § 10.03009.
Constable 2	Slot 34 / Constable Sergeant / Grd 64 / \$73,167.74	Constable 2	Slot 34 / Constable Sergeant / Grd 64 / \$82,013.78	POPS step change. Placing from Step 2 to Step 8. Travis County Code § 10.0295.

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: November 16, 2012

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen L. Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning & Budget Office *LB*

FROM: Diane Poirot, Director of Human Resources *DP*

SUBJECT: Tax Office Non-Routine Salary Action, Slot 4

HRMD requests Commissioners Court to discuss and consider the following action.

Tax Office Request:

The Tax Office requests approval to increase the salary of one AUD Financial Aud Analyst V by \$2,151.00 to accompany the employee's voluntary reassignment to Financial Manager. The employee previously worked in the County Auditor's Office and is transferring to the Tax Office. The Tax Office's request would result in the following changes to the incumbent's title and pay:

From:

<u>Dept</u>	<u>Slot #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
Auditor	58	AUD Financial Aud Analyst V	27	\$94,009.00

To:

<u>Dept</u>	<u>Slot #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
Tax	4	Financial Manager	26	\$96,160.00

8

Policy

Travis County Code §10.03009(b)(2) states that for employees undergoing a voluntary job change and not returning to a former position, the salary adjustment must be from minimum to midpoint.

Issue

By definition, a voluntary job change involves an employee taking a job in a lower pay grade than his/her current grade. Occasionally, such a change may involve taking a job in a lower pay grade but which the department recognizes as a promotion. Such is the case here. The department has requested a small increase for this employee to take on additional supervisory responsibilities and the salary recommended is slightly above midpoint. The proposed increase is approximately 2.3%.

Recommendation

HRMD recommends approval of the proposed salary increase. Tax's request facilitates continuity of operations by placing a qualified employee in a key operational area of the office. The employee is already almost at the midpoint of PG 27. The Planning & Budget Office (PBO) has confirmed funding. The action would be effective November 1, 2012.



**County of
TRAVIS**
STATE OF TEXAS

TINA MORTON
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Boulevard
AUSTIN, TEXAS 78751
(512) 854-9473

MEMORANDUM

DATE: November 9, 2012

TO: Commissioners Court

FROM: Tina Morton *TM*

SUBJECT: Agenda Request

2012 NOV -9 PM 4:00
PERSONNEL

The Tax Office is requesting approval by the Commissioners Court for mobility PAF. I will move from pay grade 27 to pay grade 26 and will receive an increase from \$94,044. to \$96,160. Please contact me if you have any questions.

10



Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: November 16, 2012

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen L. Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning & Budget

FROM: Diane Poirot, Director of Human Resources Management Department

SUBJECT: Constable, Precinct 2 - Non-Routine POPS Salary Adjustment, Slot 34

HRMD requests Commissioners Court to discuss and consider the following action.

Constable, Precinct 2's Office Request:

Constable Precinct 2's Office requests approval to pay a salary adjustment to one Constable Sergeant in the amount of \$8,846.04. The resulting pay differential between steps 2 (\$73,167.74) and 8 (\$82,013.78) is approximately twelve percent. The pay action would apply to the following slot:

<u>Slot #</u>	<u>From</u>	<u>To</u>
34	Constable, Sgt. PG 64 – Step 2 \$73,167.74	Constable, Sgt. PG 64 – Step 8 \$82,013.78

Policy:

Travis County Code §10.0295 does not specifically address whether employees on the Peace Officer Pay Scale (POPS) are eligible for salary adjustments to address previous funding shortfalls.

History:

On November 16, 2010, Commissioners Court approved an action to promote the officer in question from Deputy Constable Sr. to Constable, Sergeant. At the time of the

promotion, the officer moved from Grade 62, Step 8 to Grade 64, Step 2. The ordinary progression would have been from Grade 62, Step 8 to Grade 64, Step 8. However, Constable 2's Office did not have recognized permanent salary savings to move the officer beyond Step 2, and received permission to move the officer to Step 2 until such time as additional funding became available.

Issues:

Policy does not specifically address whether employees on the POPS scale are eligible for salary adjustments. Long-standing practice has been that employees covered by POPS, when promoted, are placed on the same step in the new pay grade that they were on in their previous pay grade. In this case, funding was not available to accommodate this action in November, 2010. The request made by Constable 2's Office at the present time is to move the employee to the step the incumbent would have been at had funding been available at the time.

Recommendation:

HRMD acknowledges that the special nature of this request was driven by budgetary constraints within the Constable's Office at the time of the promotion. At that time, funding was only available to move the officer to Step 2. With funding now available, HRMD supports this action to move the officer to Step 8.

The Planning and Budget Office (PBO) has confirmed available funding for the adjustment to step 8. The action would be effective November 16, 2012.



ADAN BALLESTEROS
TRAVIS COUNTY CONSTABLE PRECINCT 2
Chief Deputy George Morales



Date: Nov. 19th, 2012

To: Cynthia Lam-Roldan

From: Constable Adan Ballesteros

Reference: Step increase / Slot 34

Cynthia,

We are requesting to move [redacted] from his current step 2 to step eight. When [redacted] was promoted there was not enough funding to move [redacted] to proper step, now that funding is available we want to place [redacted] at correct step. If you have any questions please feel free to call me.

Respectfully,
Bryon.



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: Travis R. Gatlin, 854-9065

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget *LB*

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING THE DEFEASANCE OF CERTAIN OUTSTANDING TAX-SUPPORTED BONDS ISSUED BY TRAVIS COUNTY, TEXAS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See draft attached order. Bond Counsel is finalizing the order and will provide a final document prior to the Court taking action.

STAFF RECOMMENDATIONS:

PBO recommends approval of the order and related matters.

ISSUES AND OPPORTUNITIES:

This is follow up action that is legally required for the proposed defeasance of County debt related to Proposition Three, 2001 Voter Approved Bonds that was discussed with the Commissioners Court on November 20, 2012.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Leslie Browder, Planning and Budget Office (512) 854-9106

Leroy Nellis, Planning and Budget Office, (512) 854-9106

Jessica Rio, Planning and Budget Office, (512) 854-9106

Melissa Velasquez, County Judge's Office, (512) 854-9555

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.

AN ORDER AUTHORIZING THE DEFEASANCE OF CERTAIN
OUTSTANDING TAX-SUPPORTED BONDS ISSUED BY TRAVIS
COUNTY, TEXAS; AUTHORIZING THE EXECUTION AND DELIVERY OF
AN ESCROW AGREEMENT; AND ENACTING OTHER PROVISIONS
RELATING THERETO

WHEREAS, Travis County, Texas (the "County"), has previously issued and there are now outstanding tax-supported bonds authorized and issued pursuant to Proposition 3 ("Proposition 3") approved by voters at a bond election held November 6, 2001, for the purpose of purchasing right-of-way in connection with state highway improvements (the "Projects"); and

WHEREAS, the Projects described in Proposition 3 have been completed and all amounts payable with respect to the Projects have been disbursed to the persons entitled to receive such payments; and

WHEREAS, there remains approximately \$24,300,000 of unused bond proceeds (the "Unused Bond Proceeds") that cannot be used for any purpose not specifically authorized in Proposition 3; and

WHEREAS, pursuant to Sections 1207.061 and 1207.062 Texas Government Code, as amended, the County is authorized to use the Unused Bond Proceeds to defease a portion of the outstanding bonds issued to finance and refinance the costs of the Projects, such portion of bonds being listed and described on Schedule I hereto (the "Defeased Bonds"), by depositing the Unused Bond Proceeds with an entity qualified under Section 1207.061 to act as escrow agent; and

WHEREAS, as an entity qualified under Section 1207.061 to act as escrow agent for the Defeased Bonds, the County desires to appoint The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Agent"), pursuant to the terms of an escrow agreement (the "Escrow Agreement"); and

WHEREAS, Section 1207.062 Texas Government Code, as amended, provides that, by depositing the Unused Bond Proceeds in an amount sufficient to provide for the payment of principal of and interest on or redemption price of the Defeased Bonds with the Escrow Agent for deposit to an escrow fund (the "Escrow Fund") held pursuant to the Escrow Agreement, such deposit, which is irrevocable, shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Bonds; and

WHEREAS, upon the deposit of the Unused Bond Proceeds, and any Federal Securities, as referenced in the Escrow Agreement (the "Federal Securities") purchased therewith, to the Escrow Fund, the Defeased Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such Escrow Agreement, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Defeased Bonds, shall be, with respect to the Defeased Bonds, discharged, terminated and defeased; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

WHEREAS, it is hereby found and determined that (i) the defeasance contemplated in this Order will benefit the County by providing savings in the debt service payable by the County, and that such benefit is sufficient consideration for the defeasance of the Defeased Bonds; and (ii) the use of the Unused Bond Proceeds for the defeasance of the Defeased Bonds in the manner specified herein is in the public interest and constitutes a valid public purpose; NOW, THEREFORE,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

Section 1. Unused Bond Proceeds in the approximate amount of \$24,300,000, and any Federal Securities purchased therewith, shall be transferred to the Escrow Agent and irrevocably deposited to the Escrow Fund to provide for the defeasance and final payment when due of the principal of and interest on the Defeased Bonds as identified in Schedule I. Upon such deposit to the Escrow Fund, the Defeased Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Defeased Bonds, shall be, with respect to the Defeased Bonds, discharged, terminated and defeased. The final amount of Unused Bond Proceeds to be applied to the defeasance of the Defeased Bonds shall be determined jointly by the County Budget Director and the County's Financial Advisor.

Section 2. The Bank of New York Mellon Trust Company, N.A., is hereby appointed as Escrow Agent for the Defeased Bonds to act pursuant to the terms of an Escrow Agreement, between the County and the Escrow Agent, the form, terms and provisions of such Escrow Agreement presented at this meeting being hereby authorized and approved. The County Judge is hereby authorized and directed to execute and deliver the Escrow Agreement with such changes as he may approve.

Section 3. The Defeased Bonds shall be paid on their respective stated maturity date or redemption date, as set forth in Schedule I. Any Defeased Bonds to be redeemed prior to the stated maturity date are hereby called for redemption on the redemption date specified for such Defeased Bonds in Schedule I. Notice of Defeasance and Notice of Redemption shall be given to the owners of the Defeased Bonds in the manner specified in the respective order authorizing the issuance thereof and filed in accordance with Securities Exchange Commission Rule 15c2-12.

Section 4. The appropriate officers of the County and the County's Financial Advisor are hereby authorized and directed to make necessary arrangements for the purchase of the Federal Securities referenced in the Escrow Agreement, as may be necessary for the Escrow Fund, and the application for the acquisition of the Federal Securities is hereby approved and ratified. The use of Grant Thornton, Certified Public Accountants, as verification agent with respect to the defeasance is hereby approved and authorized.

Section 5. The County's Financial Advisor, Bond Counsel and staff are hereby authorized and directed to take any and all action and execute such certificates, instruction letters or agreements as may be required to carry out the purposes of this Order. The County Judge is hereby authorized and directed to approve payment of costs associated with the defeasance upon presentation of invoices for such costs.

PASSED AND APPROVED THIS ____ DAY OF NOVEMBER, 2012.

SCHEDULE I

Defeased Bonds

(See attached schedules)



Travis County Commissioners Court Agenda Request

Meeting Date: 11/27/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Planning and Budget Office, 854-9106

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget

A handwritten signature in black ink, appearing to be "LB", is written to the right of the text for the Elected/Appointed Official/Dept. Head.

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action regarding the draft Economic Development Incentive Policy for Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On November 13, 2012, the Commissioners Court took action to define several key policy elements, as well as language changes. Attached is a "clean" copy of the policy with all approved changes included.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

CHAPTER 28
TRAVIS COUNTY ECONOMIC DEVELOPMENT INCENTIVES POLICY,
GUIDELINES AND CRITERIA

28.001 AUTHORIZATION

(a) **General.** The Travis County Commissioners Court is authorized to develop and administer a program to stimulate business and commercial activity in Travis County pursuant to LOCAL GOVERNMENT CODE, Chapter 381 [specifically, Sections 381.004(b) and 381.004(g)], and other applicable statutes.

(b) **Purpose.** The purpose of this Policy includes the following:

(i) to encourage economic stimulation and prosperity by attracting new businesses to the County;

(ii) to enhance the County tax base by attracting new businesses that will make significant investments in new construction;

(iii) to assist with workforce development in the County by attracting companies that offer significant numbers of new jobs and/or training to current residents who are unemployed or under-employed;

(iv) to encourage diversity of the County's economy by attracting businesses that will contribute to the economy by broadening the scope of business and industry within the County; and

(v) to attract significant new businesses that also help promote the growth of other new businesses needed to provide supporting services or supplies, particularly small companies.

28.002 DEFINITIONS

(a) "Agreement," or "Incentive Agreement" means a contractual agreement between a property owner and/or lessee (and lessor) and an eligible jurisdiction granting or pertaining to an Incentive under this Policy, including any contract entered into under this Policy.

(b) "Applicant" means an authorized representative of a legal business entity who requests in writing the consideration of a proposal for Incentives under this Policy.

(c) "Commissioners Court" means the Travis County Commissioners Court.

(d) "Competitively-Sited Project" means a project where the Applicant has completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation or new operations (the project being proposed for Travis County Incentives) are actively being considered by the Applicant.

(e) "Economically Disadvantaged" means a Travis County resident who meets one of the following requirements:

- (i) Has a verified income of 200% or less of the current Federal Poverty Guidelines;
- or
- (ii) Meets two or more of the criteria under the definition of "economically disadvantaged" under TEXAS GOVERNMENT CODE, Section 2303.402(2)(c)(1) – (9) (with documented evidence of such eligibility).

(f) "Eligible Project" means a proposed development which qualifies for Incentives under this Policy by meeting the requirements set forth in Section 28.004(a).

(g) "Eligible Property" means all property (real and business personal) subject to assessment by the Travis Central Appraisal District (TCAD) for the determination of ad valorem taxes that is the subject of any Agreement under this Policy. Eligible Property will be limited to:

- (i) real property on which the facility is located (entire approved site as set forth in the Agreement);
- (ii) the new construction improvements on the site; and
- (iii) new business personal property placed within a facility within the same year the new facility is counted as new construction by TCAD or as agreed to in a specific phasing provision in the Agreement.

In no event shall the Incentive granted in any one year exceed the total ad valorem tax revenue received/due Travis County from the company's cumulative new construction as certified by TCAD. To be eligible and subject to receive Grant Incentives, property, both real and business personal, must also be owned by the Applicant seeking the tax incentive over the entire term of the Agreement; and taxes on that property must be paid by the Applicant seeking the tax incentive. In the case of a project that includes a leasehold interest in real estate that has been approved by the Commissioners Court pursuant to this Policy, the company may retain eligibility for incentives as long as the the County is provided a copy of the lease agreement that indicates the obligation of the company to pay all ad valorem taxes (either directly or indirectly) and the company agrees to provide the County with a copy of the cancelled check indicating payment of those ad valorem taxes each year in which incentives are requested.

- (h) "Employee" means a person:
 - (i) whose employment is permanent, full-time and non-seasonal; and
 - (ii) who is employed by the Applicant for Incentive for a minimum of 1,750 hours per year; and
 - (iii) whose employment is reflected in the Applicant's report filed with the TWC on December 31 of each year, or reflected in other acceptable company generated and certified payroll report or other documentation of employment deemed adequate by County.

It is understood that, in order to receive Incentives based on employment numbers, Applicant must also provide documentation that required health insurance benefits [see Section 28.004(a)(v)] are provided.

(i) "Grant Incentives" means the grant funds paid by County as a result of performance of obligations under an Agreement, the amount of which is based on a percentage of specified ad valorem taxes paid on certain Eligible Property pursuant to that Agreement entered into under this Policy as authorized by TEXAS LOCAL GOVERNMENT CODE, Chapter 381, and other applicable laws, rules, regulations and policies.

(j) "Incentive(s)" means the benefit granted under an Agreement entered into pursuant to this Policy and applicable statutes, including and Grant Incentive.

(k) "Investment" means the capital investment made by the Applicant in new construction and new taxable business personal property as indicated in documentation rendered to TCAD annually. Rendition to TCAD is required by County in order to receive Incentives under this Policy. Applicant will provide a copy of that rendition to County with its reporting information. The Investment total will not include payroll, cost of goods sold, or any other investment not directly related to Eligible Property, as determined by County.

(l) "PBO" means Travis County Planning and Budget Office.

(m) "Taxable Value of Eligible Property" means the certified appraised value of Eligible Property, as finally determined by TCAD.

(n) "TCAD" means Travis Central Appraisal District.

(o) "TCEQ" means the Texas Commission on Environmental Quality.

(p) "TWC" means the Texas Workforce Commission.

28.003 AUTHORIZED FACILITIES

(a) **Preferred Facilities.** In considering an application for Incentives under this Policy, preference will be given to an Applicant if it seeks to locate any of the following within Travis County:

(i) **Convergence Technology Facility,** defined as a company engaged in research and development activities, computer and other electronic systems and hardware design or testing, software development, testing, or publishing, wireless telecommunications, or related product manufacturing.

(ii) **Creative Media Facility,** defined as a company engaged in the creation, development, production and distribution of musical works, motion pictures, television and other forms of video programming and content, video games, advertising and informational content.

(iii) **Green Industries,** defined as companies engaged in clean energy and resource conservation. "Clean energy" includes research and development, headquarters or manufacturing projects that involve any type of energy efficiency, energy storage, energy resource conservation, renewable energy or alternative fuel technology. "Resource conservation" includes companies involved in the research, development and manufacturing of products focused on improved efficiency and availability of natural resources including clean air and water.

(iv) **Corporate/Professional Headquarters,** defined as the main office from which a regional, national or international organization is managed. Typical functions that occur in these types of offices include executive decision-making and strategy, sales and marketing, human

resources, financial operations, advanced information technology operations, consulting and training. The chief executive officer for the region for which this location serves as a headquarters must be based at the location.

(v) Healthcare and Life Sciences Facility, defined as companies in the fields of healthcare, biotechnology, pharmaceuticals, biomedical technologies, life systems technologies, environmental, biomedical devices, and organizations and institutions that devote the majority of their efforts in the various stages of research, development, testing, technology transfer, commercialization or manufacturing.

(vi) Regional Live Entertainment or Fine Arts Facility, defined as buildings and structures, including fixed machinery and equipment, used as a venue for live entertainment or the display of fine arts through the admission of the general public where a substantial percentage of users reside at least 100 miles from any part of the County.

(vii) Research and Development Facility, defined as buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials, the production processes of such, or current technology in biomedicine, electronics or pre-commercial emerging industries.

(viii) Economically Disadvantaged Job Provision. A business that will provide substantial opportunities for employment for Economically Disadvantaged individuals.

(ix) Other. Other businesses approved by the Commissioners Court that will provide substantial opportunities to enhance or diversify the County's economy.

(b) Retail Developments. Developments which are primarily for retail may be reviewed on a case-by-case basis to determine eligibility for Incentive, but will not be considered as preferred development proposals.

(c) Leased Facilities. Existing leased facilities will only be eligible for Incentives under this Policy if:

(i) the minimum investment requirement [Section 28.004(a)(i)] is met for new construction by the renovation or building of facilities or addition of business personal property, which are certified by TCAD as new construction; and

(ii) the company shows proof of: obligation of company in the leasehold agreement to pay all ad valorem taxes (either directly or indirectly); payment by the company of the ad valorem property taxes related to such new construction and/or eligible business personal property; and

(iii) the amount of the Incentive is based only on business personal property or real property improvements certified as new construction by TCAD.

If the above conditions are met and leased property will be utilized for new construction that is granted a tax Incentive, the Agreement will be executed with both the lessor (owner) and lessee of the land on which the facility is located provided that the term of the lease is equal to or exceeds the term of the Agreement.

(d) **Findings.** An agreement cannot be entered into unless the Commissioners Court finds: that the terms of the Agreement and the Property subject to the Agreement meet the applicable guidelines and criteria set forth in this Policy; and that the development of the Project will result in substantial immediate and long-term financial benefit to Travis County and significant financial benefit to other taxing entities within Travis County.

(e) **Commissioners Court Ownership.** Property that is owned or leased by a person who is a member of the Commissioners Court (or staff of such member) is excluded from receiving Incentives under this Policy.

28.004 BASE INCENTIVE

(a) **Eligible Project.** To be eligible for consideration for the base Incentive a project must meet the following criteria:

(i) **Investment.** Include additions of investment in new construction of Eligible Property, as certified by TCAD, which totals at least twenty-five million dollars (as shown by the Applicant's annual tax rendition, a copy of which will be provided to County) by January 1 of the tax year that will commence immediately following the year in which the construction period defined in the Agreement is completed or the year in which the Incentive begins;

(ii) **Job Transfer.** Not solely or primarily have the effect of transferring employment from one part of the County to another;

(iii) **New Job Creation.** Provide additional full-time, non-seasonal jobs for at least 100 Employees within the time period or periods set forth in the Agreement, with additional Incentive available for more than 100 new jobs [(see Section 28.004(a)(iii)];

(iv) **Competitively Siting.** Be competitively-sited;

(v) **Benefits.** Have a human resources benefits policy:

(A) meeting all applicable state and federal requirements, including provision of health benefits at a level which, as determined by the Commissioners Court, meet or exceed the requirements of the Patient Protection and Affordable Care Act in effect as of the date of the adoption of this Policy; and

(B) including the Applicant's offering group coverage or contribution to health benefits in a dollar amount that provides meaningful opportunity for all workers to purchase coverage for all Employees and Employee family members ("all" Employees and Employee family members defined to include same sex/domestic partners).

(vi) **Location.** An Eligible Project must be located in a Travis County Regional Activity Center located in an area:

- identified in a comprehensive plan (a plan adopted, or to be adopted, by the Commissioners Court for the long-range development of the unincorporated area of the County which is used to coordinate and guide County programs);

- a Conservation Development that conforms to the provisions of the County Conservation Development Order (Travis County Code, Chapter 82, Subchapter A);
 - areas consistent with the City of Austin Growth Concept Map;
- or
- in another targeted area specifically identified by Travis County for economic development preference at the time this Policy is approved or at any time this Policy is in effect.

A specific Regional Activity Center, Conservation Development, or other area described above must be identified in the Agreement approved by the Commissioners Court and cannot be added to the Agreement at a later date.

(vii) **Equal Employment Opportunity Policy.** Provide County with a copy of the Applicant's equal employment opportunity policy. If the Applicant does not have a written equal employment policy at the time of application, Applicant may provide County with a written plan for adoption of such policy, to be completed and provided to the County prior to any Agreement being executed. NO Agreement will be entered into until the copy of the policy is provided to County;

(viii) **Cash-Positive Evaluation.** Have been evaluated using an economic development software program (currently, webLOCI, but subject to change at County's discretion) which calculates the benefits and costs to the County from Incentive deals, including the payments and the cost of County services, with such evaluation having a cash-positive result; and

(ix) **Salary Requirements.** Provide salaries to all Employees, including contract Employees and employees hired by contractors for construction of the Company's facilities related to the incentive Agreement, at an hourly wage that equals or exceeds the County's established minimum wage.

(x) **Construction Requirements.** Meet specified County requirements related to wages and safety conditions for employees hired by contractors for construction of the Company's facilities related to the incentive Agreement.

A proposal which meets the above criteria will be considered an Eligible Project. This establishes initial eligibility but does not ensure the granting of Incentives by Travis County.

(b) **Base Incentive Amount.** An Eligible Project may receive a base Incentive of up to 45% of ad valorem taxes on new value of Eligible Property if the Applicant shows a minimum investment as set forth in Section 28.004(a)(i), with the percentage determined as follows:

Investment Amount	Base Incentive Percentage
\$25 Million to \$100 Million	up to 25%
\$101 Million to \$200 Million	up to 33.5%
More than \$200 Million	up to 45%

28.005 ABOVE BASE INCENTIVE.

(a) **Maximum Incentive.** No Incentive will be granted that exceeds eighty percent (80%), regardless of the total above-base requirements that an Applicant may fulfill. Additional Incentives above the base may be considered as set forth in this Section 28.005.

(b) **Jobs.**

(i) **Additional Incentive.** An additional Incentive of up to fifteen percent (15%) may be granted based on Employee jobs created as follows:

Number of Jobs	Additional Incentive Percentage
100 – 150	up to 6%
151 – 200	up to 10%
201 +	up to 15%

(ii) **Advertising.** To qualify for additional Incentive for jobs created, Applicant must advertise jobs and provide documentation of such on public job boards (i.e., Workforce Solutions) and other resources as identified by County.

(c) **Residency.** An additional Incentive of 5% may be granted if the Company fills at least 50% of its new positions for the project with Travis County residents. For purposes of this requirement, "residency" will be defined as having a permanent address within Travis County and not having worked for the Company prior to the Effective Date of the Agreement.

(d) **Leadership in Energy and Environmental Design (LEED) Certification.**

(i) **Additional Incentive.** An additional Incentive of up to five percent (5%) may be given for Leadership in Energy and Environmental Design (LEED) certification.

(ii) **Level of Certification.** If the owner or lessee of a new commercial facility or an existing facility to be adapted or renovated has registered with the U. S. Green Building Council (USGBC) seeking LEED Certification, then PBO may recommend approval of an additional Incentive based upon the level of certification obtained after completion of construction as follows:

LEED Certification Level	Additional Incentive Percentage
Basic	up to 2%
Silver	up to 3
Gold	up to 4%
Platinum	up to 5%

(iii) **Registration.** Applicant must be registered with USGBC seeking LEED Certification prior to submitting its application for additional LEED Incentive to the County. The additional Incentive for LEED shall not commence until construction of the project is completed and LEED Certification is obtained by the Applicant and acceptable documentation provided to County of that certification.

(e) **Economically Disadvantaged Hiring/Training.** An additional Incentive of up to ten percent (10%) for training and/or hiring of Economically Disadvantaged residents may be granted as follows:

(i) **Option A – Needs Based Scholarships.**

(A) **Scholarship.** Applicant may pursue additional Incentive under this subsection 28.005(e) by providing needs based scholarships covering at least 50% of the full tuition cost of a degree or certification (with "tuition" being defined to include all required fees, books and actual tuition costs) to Economically Disadvantaged individuals.

(B) **Number.** Scholarships under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment annually. For example, if Applicant will have 200 full time Employees, Applicant would have to fund 20 scholarships.

(C) **Administration.** The administration of the needs based scholarship must be provided through an institute of higher education, an independent school district, or a workforce training program approved by Travis County. Verification of the funding for and the distribution of the needs based scholarship shall be provided by the educational or workforce training program administering the program.

(ii) **Option B – Full Time Employment.**

(A) **Employment.** Applicant may pursue additional Incentive under this subsection 28.005(e) by providing full time employment to Employees who have been participants in any needs based scholarship program or workforce training program approved by Travis County.

(B) **Number.** Employment under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment annually. For example, if Applicant will have 200 full time Employees, Applicant would have to hire and retain 20 Economically Disadvantaged individuals to qualify for the additional incentive.

(C) **Administration.** Verification of the employment of Economically Disadvantaged Travis County residents shall be met through documentation by the Applicant that:

(1) the full time Employee has been a recipient of any qualifying based scholarship (as approved by County) within the last four years; or

(2) the full time Employee has completed a workforce training program approved by Travis County within the last four years.

(iii) **Option C – Monetary Donations.**

(A) **Donation.** Applicant may pursue additional Incentive under this subsection 28.005(e) by providing a specified monetary donation (the amount to be included in the Agreement) to a workforce training program approved by Travis County or to an established Travis County workforce training fund, if such a fund is established.

(B) **Administration.** Verification of the donation to the workforce training program must be provided by that program; verification of the donation to a Travis County funds will be provided by County.

(iv) Option D – Other Participation. Applicant may pursue additional Incentive under this subsection 28.005(e) by participating to the level negotiated in the Agreement in an approved Travis County program designed to enhance workforce training/hiring of Economically Disadvantaged. For example, Applicant could agree to participate by providing a specified number of internships under the County summer youth employment program.

(v) Other Requirements. If Applicant pursues additional Incentive under Option A or Option B above:

(A) Pre-Approval. Travis County, through Travis County Health, Human Services and Veterans Services, must pre-approve any proposal by the Applicant under this subsection 28.005(e) as to the educational institution, program or needs based scholarship program.

(B) Addition to Agreement. At the request of the Applicant, and at the discretion of the Commissioners Court, a training and hiring Incentive provision [as set out in this subsection 28.005(e)] may be added as an amendment to a prior Incentive Agreement approved by Commissioners Court. Additional Incentive for such added provision will only be granted effective as of the date of the fully executed amendment.

28.006 PROCESS

(a) General.

(i) Initial Proposal. A company will make written application for Incentives pursuant to the applicable provisions of this Policy. PBO will review the initial application and make recommendation to the Commissioners Court regarding the proposal. The Commissioners Court will, at its sole discretion, determine whether to grant the Incentive, the level of the Incentive to be granted and the terms of the Agreement.

(ii) No Limitation. Nothing in this Policy is meant to or will be construed to limit the discretion of the Commissioners Court to decide whether to enter into a specific Agreement; or limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application or request for Incentive; or create any property, contract or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for Incentives.

(b) Application Package. Components of a complete application package establishing minimum qualifications for a base Incentive will include:

(i) a completed Travis County Application form (Exhibit 1 of this Policy);

(ii) a non-refundable check in the amount of \$1,000.00 payable to Travis County to reimburse the County the reasonable cost of proposal evaluation; and

(iii) a completed narrative prepared in accordance with the template provided in the County application including, but not limited to:

(A) an investment budget detailing components and costs of the Eligible Property for which Incentive is requested, including type, number, economic life and eligibility for a tax exemption granted by TCEQ, if known;

(B) a map and legal description of the property/properties, if a location or alternate locations have been identified, with the understanding that this information will be provided prior to the execution of the Agreement if not available at the time of application;

(C) a time schedule for undertaking and completing the proposed improvements;

(D) a ten-year environmental and worker safety compliance history for all facilities located within the State of Texas and owned in whole or in part by the Applicant, as defined in "Environmental and Worker Safety Qualification";

(E) an affidavit by the Applicant affirming that the application is a Competitively-Sited Project and acknowledging that documentation confirming the competitive process will be provided to County if an Incentive is granted by Travis County prior to the execution of the final Agreement; failure to provide the acceptable documentation of being a Competitively-Sited Project will result in the termination of Agreement negotiations;

(F) information pertaining to the reasons that the requested Incentive is necessary to ensure that the proposed project is built in the County (i.e., documentation supporting the assertion that "but for" an Incentive, the stated project could not be constructed in the County);

(G) copies of the report filed with the TWC for December 31 of the last complete year prior to the filing of the application documenting the current number of full time non-seasonal Employees, and full-time contract Employees, if any, at the time the application is submitted. Applicant may substitute another company-generated and certified payroll report or other documentation of employment for the previous year deemed adequate by County to provide the above information;

(H) financial and other information as the County deems appropriate for evaluating the financial capacity and other factors of the Applicant's proposal; and

(I) certification prepared by the Travis County Tax Assessor-Collector stating that all tax accounts within the County are paid on a current basis.

Additional information required for Incentives, particularly above base Incentives, may be included if the Applicant desires those proposal to be considered or may be requested on a case by case basis.

(c) **Additional Information – Leased Facility**. The Applicant will provide County, as a part of the application package, the name and address of the lessor and a copy of the proposed lease agreement, or option contract (with a final copy of the executed lease to be provided to County prior to execution of the Agreement). In the event a lease or option contract has already been executed with the owner of the site, the document should include a provision whereby Incentive Applicant may terminate such contract or lease in the event that the County does not grant an Incentive. Leased property will only be considered for Incentives as to the Eligible Property being proposed. The lease term must extend for at least as long as the requested Incentive Agreement term and the Lease agreement must include the

requirement that the Company pay the Ad Valorem taxes (either directly or indirectly) throughout the term of the Agreement.

(d) **Initial County Review by PBO.** Any current or potential owner or lessee of taxable property in the County may request an Incentive by filing a completed application (an application which includes all information set forth in this Policy and deemed necessary by County to make a full assessment of the proposal) with the County Judge, with a copy to PBO prior to any public expression of a site selection decision. The County Judge's office will notify the Commissioners Court of receipt of an application for Incentive and PBO will begin the assessment pursuant to this Policy. PBO may request additional information and clarification from the Applicant as necessary to complete the application. PBO, in consultation with the County Judge, will create an assessment of the proposal and make a best effort to respond to a completed application in a timely manner upon receiving the completed application and completing the financial analysis. The response will include notification by PBO which either:

(i) notifies the Applicant in writing that the Travis County Commissioners Court will not take up the application for consideration; or

(ii) notifies the Applicant in writing that consideration of the application will be set for consideration by the Travis County Commissioners Court.

(e) **County Assessment of Application.** Upon receipt of a completed application and completion of the necessary financial analysis, PBO shall determine whether a project meets the minimum threshold for consideration by the Travis County Commissioners Court for a base Incentive and any additional Incentive under this Policy. If PBO determines that the threshold has been met, or that the proposal warrants consideration with the possibility of waivers, PBO shall offer the application for consideration by the Travis County Commissioners Court at a regularly scheduled voting session. County will make every effort to offer the application for consideration by the Commissioners Court in a timely manner after receipt of the completed application and completion of the financial analysis.

(f) **Consideration.** The Commissioners Court will consider the proposed application for any Incentive in a regularly scheduled voting session with opportunity for public comment.

28.007 LIMITATIONS

(a) **County Indebtedness.** No Incentive shall be approved or allowed if the Applicant is indebted to the County or any other local taxing jurisdiction for past due ad valorem taxes or other obligations.

(b) **Incentive on New Value.** Incentives may only be granted for the increase in taxable value of Eligible Property on or after the effective date of the Agreement granting the Incentive if the Eligible Property is listed by kind or type in the Agreement between the County and Applicant, subject to such limitations as the Commissioners Court and the TEXAS TAX CODE (and other applicable statutes) may require.

(c) **Duration.** An Incentive Agreement between Travis County and an Applicant (and, if applicable, the Applicant's lessor or lessee) shall remain in effect for up to but not more than ten (10) years.

(d) **Failure to Meet Requirements.** No Incentive shall be given for any year in which the Eligible Project fails to meet the contractually-defined minimum new investment requirements and job requirements as set forth in the Agreement, and any other requirements as specified in the Agreement.

(e) **Prior Construction or Improvements.** The County will not enter into an Incentive Agreement if it finds that an application was received after a project commenced construction or installation of improvements which are proposed to be considered for Incentive.

(f) **Non-Compete Agreements.** An Incentive will not be granted for projects whose competitive siting consists only of consideration of taxing jurisdictions that have agreed with County to forego the use of tax incentives in competing with the County for such projects.

28.008 AGREEMENT TERMS

(a) **Negotiation.** After the approval of the general concept of the initial proposal by the Commissioners Court, the County may negotiate and execute an Agreement with the owner of the facility (and/or lessee/lessor, where applicable) as required by this Policy and applicable law. Travis County will make all reasonable efforts to execute an Agreement in a timely manner upon the Court's approval to commence negotiations.

(b) **Terms.** The terms of the Agreement will include:

(i) **Annual Certification.** A requirement that the Applicant annually submit (or provide acceptable access for monitoring purposes) notarized written certification to PBO of compliance with the Agreement terms, including the following:

(A) A January Employee count for the Eligible Project which is the subject of the Agreement which corresponds to Employee counts reported in the facility Employer's Quarterly Report to TWC (or other acceptable company-generated and certified payroll report or other documentation of employment deemed adequate by County) for the quarter most recently ended at calendar year-end;

(B) A description of employment, including: the number of jobs created as a direct result of the improvements which are the subject of the Incentive Agreement; the number of Employees in other facilities located within Travis County; and the compliance with the environmental and worker safety requirements in the Agreement for the preceding calendar year, as of January 1, as required by the Agreement;

(C) A copy of the tax bill for the year for which Incentives are claimed and proof of payment; and

(D) Other reporting data and documentation necessary to confirm compliance with all terms and conditions of the Agreement and to evaluate long-term effects of the performance of the Agreement terms.

Submission of all required reporting information shall be used to determine Incentive eligibility and shall be subject to audit if requested by the Commissioners Court. Failure to submit will result in the ineligibility to receive an Incentive.

(ii) **Monitoring.** A provision requiring the Applicant to allow the County or other authorized representatives (including third-party consultant/auditor) to have access and the ability to review and evaluate all Applicant information and data related to the performance of the Agreement on-site or as provided to County to confirm compliance and to perform other evaluation of long-term results of the Agreement.

(iii) **Permits.** A requirement that the owner or lessee will:

(A) obtain and maintain all required permits and other authorization from the United States Environmental Protection Agency and the TCEQ for the construction and operation of its facility and for the storage, transport and disposal of solid waste; and

(B) seek a permit from the TCEQ for all grandfathered units on the site of the facility by filing with the TCEQ, within three years of receiving the Incentive, a technically complete application for such a permit.

(iv) **Competitively Sited Documentation.** A requirement that the Applicant provide to PBO within one month of executing the Agreement documentation confirming the Eligible Project was in fact part of a competitively-sited process where applicable. Documentation may include, but will not be limited to:

(A) documentation (correspondence or financial information) presented to the Applicant by other taxing jurisdictions; and

(B) results of a competitive site survey conducted by Applicant (or consultant for the Applicant).

Failure to provide this documentation confirming a competitively-sited process will make any Incentive Agreement null and void or subject to a reduction in Incentive, as determined by the Commissioners Court.

(v) **Recapture.** A requirement for recapture of the Incentive received by Applicant for the last five (5) years of the Agreement if the Applicant fails by the termination date to fulfill the requirement for the total Investment amount and the total number of new jobs to be created.

(vi) **Hiring.** A statement certifying that the Applicant does not and will not knowingly employ an undocumented worker; and, if after receiving Incentives under the Agreement, the company is convicted of a violation under 8 U.S.C., Section 1324a(f), the company will repay the amount of Incentive, with interest at the rate and according to the other terms of the Agreement not later than the 120th day after the date the company is notified by County of the violation.

(vii) **Commissioners Court Ownership Statement.** A statement whereby the Applicant warrants that none of the Property subject to the Agreement is owned or leased by any member of the Commissioners Court (or staff of such member).

(viii) **Other Terms.** Other terms and conditions as required by applicable law or determined by the Commissioners Court to be necessary.

28.009 OTHER PROVISIONS

(a) **Assignment.** An Incentive Agreement may be assigned to a new owner or lessee of a facility with the prior written consent of the Commissioners Court, which consent will not be unreasonably withheld. Any assignment shall provide that the assignee will irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the Agreement. Any assignment will be to an owner that continues the same improvements

or repairs to the property (except to the extent such improvements or repairs have been completed), and continues the same use of the facility as stated in the original Agreement with the initial Applicant. No assignment will be approved if the assignor or the assignee is indebted to the County for past due ad valorem taxes or other obligations.

(b) **Amendments and Waivers.**

(i) **Agreement Changes.** Amendment of any Agreement entered into under this Policy can only be made by written instrument signed by all parties, and only so long as the terms and conditions of the amendment reflect provisions which could have been included in the original Agreement under this Policy and which meet all applicable statutory requirements. Submissions for amendments to an Agreement will be made in writing to PBO.

(ii) **Waivers of Policy Requirements.** The Commissioners Court reserves the right to waive any provision of this Policy that is not required by law upon determination that the waiver requested does not violate the purpose of the Policy and is in the best interest of the County.

(c) **Application of Policy.** Application of this Policy will be implemented as of the effective date set forth in Section 28.010; however, the Commissioners Court may consider the terms of this Policy as guidelines in evaluating proposals for Incentives submitted prior to the adoption of this Policy as desired by the Commissioners Court.



ITEM 10

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

Prepared By/Phone Number: Nancy Barchus, 854-9764

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 5 to Contract No. 4400000094 (H.T.E. Contract No. 10T00142NB), Garratt Callahan Company for additional water treatment services to the SMART facility.

- **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.

This Contract approved by Commissioners Court on August 24, 2010, requires the vendor to provide Water Treatment Services to Travis County.

Modification No. 5 adds additional Water Treatment Services to the contract for Travis County Adult Probation SMART Facility at 3404 FM 973, Del Valle, TX 78617.

Modification No. 4, approved by the Purchasing Agent on August 22, 2012, extended the contract for an additional year.

Modification No. 3, approved by the Purchasing Agent on August 13, 2011, extended the contract for an additional year.

Modification No. 2, approved by the Commissioner Court on March 22, 2011, added additional Water Treatment Services to the contract for Travis County Juvenile Probation Department.

Modification No. 1, approved by the Commissioners Court on August 24, 2010, deleted items 36 and 37 of Group A, potable water well at 1310 FM 1626 and removed the TECQ certification only required form servicing of potable water. This modification also added water treatment services to the Travis County Correctional Complex

- **Contract Expenditures:** Within the last 5 months \$15,168.64 has been spent against this contract.

- **Contract Modification Information:**
 - Modification Amount: \$24.00/Month, \$288.00/Year
 - Modification Type: Bilateral
 - Modification Period: Duration of the contract

- **Funding Information:**
 - SAP Shopping Cart #: N/A
 - Funding Account(s): 1140090001
 - Comments:

MODIFICATION OF CONTRACT NUMBER: 10T00142NB, (4400000694) Water Treatment Systems Services

PAGE 1 OF 1 PAGE

ISSUED BY: PURCHASING OFFICE
700 LAVACA, SUITE 800
AUSTIN, TX 78701

PURCHASING AGENT ASST: Nancy Barchus
TEL. NO: (512) 854-9764
FAX NO: (512) 854-9185

DATE PREPARED:
October 8, 2012

ISSUED TO:
Garratt Callahan Company
Attn: Mr. Tim Schuller
700 Washington Square Drive
Leander, TX 78641

MODIFICATION NO.:
5

EXECUTED DATE OF ORIGINAL
CONTRACT:
August 10, 2010

ORIGINAL CONTRACT TERM DATES: Sept 9, 2011 through Sept 8, 2012

CURRENT CONTRACT TERM DATES: Sept 9, 2012 through Sept 8, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: _____ Current Modified Amount _____

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The purpose of this modification is to add the following Water Treatment System Services for the Facilities Department to the SMART Facility at 3404 S. FM 973, Del Valle, TX 78617:

One Hot Water Loop @ \$12.00 per month (\$144.00 per year)

One Chill Water Loop @ \$12.00 per month (\$144.00 per year)

Note to Vendor:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: GARRATT CALLAHAN COMPANY
BY: Thomas M Schuller
SIGNATURE
BY: THOMAS M SCHULLER
PRINT NAME
TITLE: SR Account MANAGER
ITS DULY AUTHORIZED AGENT

DBA
 CORPORATION
 OTHER

DATE:
10-15-2012

TRAVIS COUNTY, TEXAS
BY: _____
CYD V. GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS
BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director



1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: SVCOT-24-12F-XM
File: 801

TO: Cyd Grimes, C.P.M., Purchasing Agent
FROM: Roger A. El Khoury, M.S., P.E., Director
DATE: October 17, 2012
SUBJECT: Water Treatment Services
Contract Modification Number Two, Garratt Callahan Company
Contract Number 440000094

A handwritten signature in blue ink, reading "Roger A. El Khoury".

This Contract Modification Number **5** is for changes to the service contract, by adding monthly water treatment services for one Chilled System Treatment and Heating Treatment to SMART Facility Building B, as described in the attached documentation. This Contract Modification will increase the contract by \$960.00 per year. Facilities Management Department (FMD) has reviewed and negotiated the cost of this Contract Modification and has determined that the cost is fair and reasonable.

Funds for this Contract Modification are in Cost Center 1140090001. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this Contract Modification, this request is being forwarded along with the supporting documents for your approval. If approved, please issue a fully executed Contract Modification Number Two to Garratt Callahan Company. Please call Rony at extension 44781 if you have any questions.

ATTACHMENT:
Garratt Callahan Co. Proposal, Dated 10/12/12

COPY TO:
Leslie Browder, County Executive, PBO
Lloyd Evans, Maintenance Division Director, FMD
Rony Aouad, Service Contract Manager, FMD
Nancy Barchus, Purchasing Agent Assistant, Purchasing Office

OFFICE OF THE COUNTY CLERK
COUNTY OF TRAVIS
RECEIVED
OCT 18 2012 11:55 AM



October 12, 2012

Travis County Facilities Department
PURCHASING OFFICE
700 LAVACA, SUITE 800
AUSTIN, TX 78701

Attn: **Nancy Barchus** – PURCHASING AGENT
Rony Aouad – Service Contract Manager

Subject: Addition of SMART Building to the contract

For The chilled system at the Smart building is different than any closed loop in Travis County due to the Thermal Storage tank.

I need to budget a biocide treatment GC 315 and GC 12-L closed loop inhibitor to treat the 30,000 gallon Thermal Storage tank.

Budget \$ 60.00 per month for Smart chilled treatment.
Hot loop \$ 20.00 per month for Smart Heating treatment & testing.

Alternately, the extra needed chemicals can be purchased off TXMAS and the following is for monthly site visits, testing and reporting:

Add the following Water Treatment System Services for the Facilities Department to the SMART Facility at 3404 S. FM 973, Del Valle, TX 78617:

One Hot Water Loop @ \$12.00 per month (\$144.00 per year)

One Chill Water Loop @ \$12.00 per month (\$144.00 per year)

If you have any questions, please do not hesitate to call: 512-673-7696.

Sincerely,

Tim Schuller
Sr. Account Manager
512 – 673-7696 cell;
866-771-2565 Fax;
tschuller@g-c.com

Water Treatment Expertise Since 1904



ITEM 11

Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: Michael Long, 854 4850; Marvin Brice, 854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract awards for Drug and Alcohol Testing Services, RFS# 1208-005-ML, to the following:

- A) Arcpoint Labs of Austin
- B) Phamatech Laboratories
- C) Source 1 Solutions
- D) Promed Medical Care Center
- E) Concentra Health Services, Inc
- F) Proresults

➤ **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.

Travis County has maintained an average of (5) five contracts which have been providing the departments with drug and alcohol testing services. The Purchasing Office issued a Request for Services, 1208-005-ML, for Drug and Alcohol Testing Services on September 19th, 2012. Six proposals were received and opened on October 17, 2012 then reviewed by an evaluation team consisting of representatives from Pretrial Services, Criminal Court, Juvenile Probation, Sheriff's Office, Domestic Relations Office, Child Protective Services/HHS, Human Resources Management Department and Family Drug Treatment Court. It is the Evaluation Committee's recommendation that these six (6) contracts be awarded to establish a pool of qualified providers to meet the county department needs.

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

By awarding these contracts, Travis County will be able to use the new providers and take advantage of multiple location flexibility. These contracts will be used on an as needed basis by Pretrial Services, Criminal Court, Juvenile Probation, Sheriff's Office, Domestic Relations Office, Child Protective Services/HHS, Human Resources Management Department and Family Drug Treatment Court.

➤ **Contract-Related Information:**

Award Amount: Estimated quantity "As Needed"

Contract Type: Professional Service

Contract Period: Commence upon execution and continue through September 30, 2013

➤ **Solicitation-Related Information:**

Solicitations Sent: 19

Responses Received: 6

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

Funding Account(s): Shopping Cart/Funds Reservation in SAP: NA
Cost Center-G/L no'(s): Pretrial-1420010001, HRMD-1110050001,
Juvenile Probation - 1420010001, DRO - 1450460001, Family Drug
Court – 1220010001, Sheriff - 1370750001



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Mike Long
Purchasing Agent Assistant

FROM:  Linda Hollis
Accountant Associate

THROUGH: Maria Wedhorn
Financial Analyst

DATE: November 09, 2012

SUBJECT: **Drug Testing Contracts**

The Travis County Sheriff's Office recommends that the Travis County Purchasing Department Award the Drug Testing Contracts to all six of the Vendors that submitted proposals.

ARCpoint Labs of Austin
Concentra
Phamatech Laboratories and Diagnostics
Pro Med Medical Care Centers
ProResults Drug and DNA Testing
Source1 Solutions

Expenditures will continue to be funded within General Fund Cost Center: 1370750001

If you have any questions, please feel free to contact me at 854-5219.



Safety, Integrity, Tradition of Service



Travis County Pretrial Services

a division of the Adult Probation Department

509 West 11th Street, Room 1.800

Austin, TX 78701

512-854-9381

512-854-9018 Fax

Irma Guerrero, Division Director

Memorandum

TO: Mike Long, Purchasing Office
FROM: Larry Spacek, Pretrial Services
RE: Award UA Providers
Date: November 11, 2012

Pretrial Services agrees with awarding to all six UA providers.



HRMD

Human Resources Management Department

1010 Lavaca

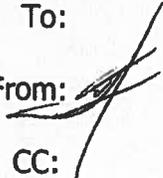
● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-9757

Date: November 1, 2012

To: Mike Long, Purchasing Agent

From:  John Brady, Risk & Safety Specialist, Sr., HRMD Risk Mgt. Division

CC: William Paterson, Risk & Safety Manager, HRMD

Subject: Drug & Alcohol Testing Contract Awards

Risk Management, HRMD has reviewed the 6 proposal submissions for providing drug & alcohol sample collection and testing. The Risk Management, HRMD recommends that all 6 of the candidates (ArcPoint Labs, Source 1, ProMed, Concentra, ProResults and Phamatech) be awarded Travis County contracts for proposed services.

If there are any questions regarding this recommendation please contact me at 854-9586.

ESTELA P. MEDINA
Chief Juvenile Probation Officer
SCOT M. DOYAL
Director of Domestic Relations



**TRAVIS COUNTY JUVENILE PROBATION
DOMESTIC RELATIONS OFFICE**

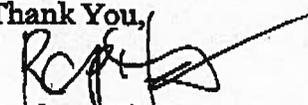
November 7, 2012

Michael E. Long, CPPB
Travis County Purchasing Office
Purchasing Assistant III

RECOMMENDATION LETTER:
Drug and Alcohol Testing Services

Travis County Domestic Relations Office is in agreement to issuing awards to all six (6) Drug and Alcohol Testing service provider.

Thank You,


Roslynn Pitre
Asst Manager, Family Court Services



DARLENE BYRNE
Supervising Judge
(512) 854-9313

KATY GALLAGHER-PARKER
Staff Attorney
(512) 854-4915

TEXANNA DAVIS
Presiding Judge
(512) 854-7000

**Travis County Family Drug Treatment
Court**

RENE R. SALINAS
Court Operations Officer
(512) 854-9870

MICHELLE KIMBROUGH
Court Coordinator
(512) 854-8876

TRAVIS COUNTY COURTHOUSE
P. O. BOX 1748
AUSTIN, TEXAS 78767
FAX: (512) 854-5907

MEMORANDUM

TO: Mike Long
Travis County Purchasing Department

FROM: Michelle Kimbrough
Travis County Family Drug Treatment Court Coordinator

DATE: 11/6/2012

RE: Travis County Drug Testing Contracts

As an Evaluation Committee Member, I recommend that the Purchasing Department award contracts to all of the six providers who have submitted a proposal for drug and alcohol testing services. I recommend that contracts be awarded to ARCpoint Labs of Austin, Concentra, Phamatech Laboratories and Diagnostics, Pro Med Medical Care Centers, ProResults Drug and DNATesting, and Source 1 Solutions. If there are any questions regarding this recommendation, I can be reached at michelle.kimbrough@co.travis.tx.us or (512) 854-8876.


Michelle Kimbrough, *LESW*
Family Drug Treatment Court Coordinator
Evaluation Committee Member

11-6-12
Date

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Cyd Grimes
Purchasing Agent

FROM:

A handwritten signature in black ink that reads "Estela P. Medina".

Estela P. Medina
Chief Juvenile Probation Officer

DATE: November 7, 2012

RE: RFS #1208-005-ML for Alcohol and Drug Testing

Travis County Juvenile Probation has reviewed the bids submitted for the Alcohol and Drug Testing. The department recommends awarding the Bids to the following pool of service providers:

ArcPoint Labs, Source, ProMed, Concentra, Proresults, and Phamatech. All the products meet the specifications requested by our department.

The following details the GL accounts and Cost centers for funding information purposes.

General Ledger Account	511090 Substance Abuse Screening
Cost Center	1450060001 HR (staff screening)
Cost Center	1450460001 DRO (DRO Family Court Services)
Cost Center	1450240001 Probation
Internal Order	100611 (SAMHSA Drug Court grant)

If you need additional information in order to proceed, please do not hesitate to contact me.

cc: Barbara Swift
Emmitt Hayes
Scot Doyal
Sylvia Mendoza



**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

CONCENTRA HEALTH SERVICES

FOR

DRUG AND ALCOHOL SERVICES

CONTRACT NO. 4400001195



Travis County Purchasing Office

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II. DEFINITIONS

1.0 DEFINITIONS

In this Agreement,

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

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.

1.4 "Parties" mean Travis County and/or Contractor.

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

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

1.5.2 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;

but does not include:

1.5.3 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;

1.5.4 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 and individuals with similar risks as determined by "Contractor" in the ordinary course of its business; and

1.5.5 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.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Contract and marked Attachment D.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Option to Extend: County may unilaterally extend this Contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except the term, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

2.3 Termination. COUNTY may terminate this Contract at any time by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements. CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the TRAVIS COUNTY DEPARTMENTS/OFFICES and may rely on all factual information supplied by the TRAVIS COUNTY DEPARTMENTS/OFFICES in response to these requests. However TRAVIS COUNTY DEPARTMENTS/OFFICES shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 the client reference Number, (client name)
- 4.4.3 type of service in accordance with Attach. B.
- 4.4.4 the total amount being requested
- 4.4.5 date of collection

Original invoices shall be sent to: **See Part II, Section D, for the list of County Department addresses.**

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, 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:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Debarment, Suspension and Other Responsibility Matters. Certification under this Section 4.9 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." CONTRACTOR, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

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

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

Where CONTRACTOR is unable to certify to any of the statements in this Section 6.9, CONTRACTOR shall provide an 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.

4.10 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.

4.11 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.12 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Parent Coaching & Assessments Services 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 right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR.

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the County Department with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise CONTRACTOR as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 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, 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.

7.2 Warrants. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; 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

herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.1 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.1.1 Attachment A – Scope of Services
- 7.7.1.2 Attachment B – Fee Schedule
- 7.7.1.3 Attachment C – Insurance Requirements
- 7.7.1.4 Attachment D – Ethics Affidavit
- 7.7.1.5 Attachment E - Debarment
- 7.7.1.6 Attachment F - Proposal

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement 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 herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Travis County Departments

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Concentra
9333 Research Blvd, Ste 400
Austin, TX 78759

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The Department designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Department designee shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The Department designee may designate representatives to transmit instructions and receive information.

7.11 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, 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 void. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the CONTRACTOR must submit a written notice to the Purchasing Agent with a copy to the Department designee within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the CONTRACTOR within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the CONTRACTOR's satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Department designee. 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.

7.12 Mediation. If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to Section 7.11, CONTRACTOR shall notify the Executive Manager, 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, 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.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other CONTRACTORS as reasonable and necessary and as required by the Travis County Departments/Offices.

7.14 Independent CONTRACTOR. The parties expressly acknowledge and agree that CONTRACTOR is an independent CONTRACTOR, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent CONTRACTOR. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, 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.

7.19.2 Number and Gender. Words of any gender in this Agreement 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 Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement 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 Agreement.

7.20 Conflict of Interest Questionnaire:

If required by Chapter 176, Texas Local Government Code, the CONTRACTOR shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The CONTRACTOR shall update this Questionnaire by September 1 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 a 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 a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Contractor

Travis County

By: _____
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Funds Verified By:

County Auditor

Approved by Purchasing:

Cyd Grimes, C.P.M., CPPO, Purchasing Agent



ATTACHMENT A**SCOPE OF SERVICES****SECTION A- TECHNICAL REQUIREMENTS-ALCOHOL TESTING****CONTRACTOR MUST:**

- 1.1 Provide trained breath alcohol technician(s) (BAT) to conduct evidential breath testing (EBT), including random selection for EBT, in compliance with Department of Transportation (DOT) regulations and 49 CFR, Parts 40 and 382, as amended.
- 1.2 Use EBT devices which are listed on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List (CPL) and meet the requirements for confirmation testing.
- 1.3 Provide in-clinic facilities that afford visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results and ensure that individuals tested at the specified Travis County on-site locations listed in Part II, Section B, Paragraph 2.17 are afforded similar privacy.
- 1.4 Provide all necessary equipment, personnel, and materials for EBT at the Contractor's location where testing is conducted and at the specified Travis County on-site testing locations.

PART II - SECTION B - TECHNICAL REQUIREMENTS - DRUG TESTING

- 1.0 **REQUIRED STANDARD OF WORKMANSHIP** Unless otherwise specifically provided for in this contract, the quality of all services rendered under it must conform to the highest standards in the relevant profession, trade or field of endeavor. All services must be rendered or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law or regulation. The regulations under which this testing is to be performed are provided (taken from the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Drug Testing Program," and the Department of Transportation (DOT) "Mandatory Guidelines for Commercial Driver's License (CDL)", as published and updated in the Federal Register. In this document these rules are referred to as "DHHS Guidelines" and "DOT Guidelines."
- 2.0 **TECHNICAL DEFINITIONS** For purposes of these Technical Requirements the following definitions are adopted:
- 2.1 ALIQUOT - A portion of a specimen used for testing.
- 2.2 BATCH - A group consisting of samples, calibrators, controls, and blind quality control specimens that is run in the same time frame under the identical assay conditions, including the technician, reagents, and instruments.
- 2.3 BZE - Benzoylcegonine is a metabolite of cocaine that is identified and quantified in the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation test for cocaine metabolites.
- 2.4 CALIBRATORS - A certified negative human urine containing known quantities of drug and drug metabolites used to calibrate the relevant laboratory instruments.
- 2.5 CHAIN-OF-CUSTODY FORM - An approved DHHS or DOT external chain-of-custody document that tracks the handling and storage of each forensic urine specimen from time of collection to final disposition and includes entries documenting date, printed name that is clear and legible, original signature of person, purpose for handling or transfer of specimens or aliquots for every person into whose custody the specimen is transferred.
- 2.6 CONFIRMATORY TEST - A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time GC/MS or LC/MS are the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

- 2.7 CONTROLS - Known amounts of drug or drug metabolites spiked into a certified human negative urine which are used to validate calibration of an instrument, precision and accuracy of the procedure, and the performance of the technician.
- 2.8 THCA - Delta-9-Tetrahydrocannabinol-9Carboxylic Acid is a metabolite of delta-9-tetrahydrocannabinol (the major psychoactive compound of marijuana) that is identified and quantified in the GC/MS confirmation test for marijuana metabolites.
- 2.9 INITIAL TEST - An immunoassay screening test to eliminate "negative" urine specimens from further testing and identifies "presumptive" positive specimens for further testing and may use the Enzyme Multiple Immuno Technique.
- 2.10 LIMIT OF DETECTION - Three (3) standard deviations more than the mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.11 LIMIT OF QUANTITATION - The mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.12 MRO - A medical review officer who is a licensed physician responsible for receiving laboratory results generated by the Travis County drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive test result with the medical history and any other relevant biomedical information of the person who provided the specimen.
- 2.13 NON-DOT TESTING - Special drug and alcohol screens for Travis County Sheriff's Office and Travis County Drug Diversion Court not required by, or conducted under, DHHS or DOT guidelines. Non-DOT testing includes Non-DOT pre-employment testing, Non-DOT Drug Diversion Court testing, Non-DOT Pretrial Services Testing and HHSD/CPS.
- 2.14 NON-DOT PRE-EMPLOYMENT TESTING - A test for 10 specified drugs and/or their metabolites. These tests will be administered before employment in certain safety-sensitive positions within the Travis County Sheriff's Office. The specific drugs to be tested for and their respective presumptive cut-off levels are listed in Section 6.0.
- 2.15 NON-DOT DRUG DIVERSION COURT TESTING - These tests are of two types, Type I and Type II, each for 5 specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as a condition of probation or deferred adjudication as ordered by the Travis County Drug Diversion Court. The specific drugs to be tested for and their respective presumptive cut-off levels

for both Type I and Type II tests are listed in Section 6.0. (on fee schedule items 7 & 8).

- 2.16 NON-DOT PRETRIAL SERVICES TESTING - These tests are of two types, Type I and Type II, each for five (5) specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as condition of pretrial releases ordered by the Travis County Pretrial Services department. The specific drugs to be tested for and their respective presumptive cut-off levels for both Type I and Type II tests are listed in section 6.0 (on fee schedule items 12 & 13)
- 2.17 SECRETARY - The Secretary of Health and Human Services or the Secretary of Transportation in regards to issues which affect their respective drug testing programs. The Secretary may designate an individual from a recognized organization (to include a Contractor) to act on her/his behalf in the implementation of these DOT or DHHS Guidelines.
- 2.18 TRAVIS COUNTY ON-SITE TESTING LOCATIONS - Random drug and alcohol screening tests will be regularly conducted by the Contractor at the following Travis County locations:
- 2.18.1 TNR Satellite One Office - 9301 Johnny Morris Road, Austin, TX 78724
- 2.18.2 TNR Westside Service Center - 1405 FM 620 North, Austin, TX 78732
- 2.18.3 TNR Satellite Four Office - 5412 Lockhart Highway, Austin, TX 78744
- 2.18.4 Travis County Jail - 1000 San Antonio Street, Austin, TX 78701
- 2.18.5 Travis County Correctional Complex - 3614 Bill Price Road, Del Valle, TX 78617

3.0 **SCOPE OF WORK:**

- 3.1 The Contractor must provide all labor, facilities, equipment and material to perform the initial test for the detection of marijuana metabolites and cocaine metabolites on all urine specimens submitted, and additionally perform the initial test for opiates, phencyclidine and amphetamines on individually requested specimens.
- 3.2 The Contractor must provide all labor, facilities, equipment and material to perform GC/MS confirmation tests on all specimens that are screened positive by the initial test.
- 3.3 The Contractor must provide a method for identifying interfering substances which prevent the initial test, such as contaminants, adulterants, or other masking

agents; and provide any special testing necessary to support the laboratory's results.

- 3.4 The Contractor must conduct additional GC/MS testing to identify 6 methamphetamine and Dextros and Levo when consistent with DHHS and/or DOT guidelines.
- 3.5 All laboratory analysis will be provided in accordance with all DOT regulations and the DHHS procedures and 49CFR, Parts 40 and 382.
- 3.6 Urinalysis will be conducted with an initial test to eliminate negative urine specimens from further analysis.
- 3.7 Positive initial test results will be confirmed by conducting GC/MS method of analysis.
- 3.8 The initial test and positive confirmatory test will be done by the same laboratory. Where a Travis County employee requests additional testing following a positive confirmatory test, such testing on another aliquot will be conducted by a different laboratory, certified by the DHHS, and as directed by the MRO.
- 3.9 Remaining aliquots must be retained in frozen storage for 60 days after the date on which the laboratory acquires it.
- 3.10 The Contractor must provide an MRO.
- 3.11 Contractor will provide a scientific method for random selection of County commercial drivers for drug and alcohol testing. Data for input into the random selection data base will be provided by the County. Random lists must be generated and distributed to the County at least monthly or on a more frequent basis as requested.
- 3.12 Contractor must provide to the County copies of records, and databases developed and maintained by the Contractor as part of the activities under the contract and must deliver them to the County quarterly or upon request. The records and databases must be provided both in paper form and in Excel electronic format.
- 3.13 Contractor and subcontractors must accommodate the identification procedures required by the various county departments utilizing the Contractor services to verify identity of the person that gives the specimen.
- 3.14 The Contractor is required to maintain and use a system of safeguarding County records which identify County personnel and any other information received in the performance of this contract, to ensure the highest level of privacy for County employees. Contractor shall provide all services required in a manner that would

comply with the Privacy Act, 5 U.S.C. 552a and Section 503 of Public Law 100-71, if Contractor were an entity bound to comply with these laws.

The Contractor and its employees shall not hold any discussion or release any information or data pertaining to the Travis County Alcohol and Drug Testing Program without the prior written approval of the Coordinator. This restriction applies to all releases of information to the public, industry, or government organizations.

- 3.15 The principal and other key personnel responsible for the project and named in the Contractor's proposal may not be removed from the program or have their time substantially decreased without prior approval of the County. Replacement personnel must have equivalent qualifications to the persons named and are subject to approval by the County.
- 3.16 Contractor must, upon request, pick up urine specimens collected by the Travis County Sheriff's Office within two hours of a request at 1000 San Antonio Street, Austin, Texas 78701.
- 3.17 **THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT AND THE JUVENILE DRUG COURT** will require Confirmation Test only. Initial screens are provided by the Departments personnel. Chain of custody procedures and forms must be provided to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT. THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT personnel will adhere to the Chain of Custody Procedures and deliver specimen to the Contractor for confirmation testing.

Contractor shall report results to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT within 72 hours of delivery, by fax which must be followed with notification via regular mail containing the MRO's certification of the results and a certified copy of the chain of custody form.

The Family Drug Treatment Court will occasionally require a Confirmation Test only.

- 3.18 CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each Client served by CONTRACTOR, the type of Service provided by CONTRACTOR, the total tests provided by CONTRACTOR, the hourly fee assessed for each Service provided by CONTRACTOR (expert witness), the name of the Provider and the total amount of payment requested for each Client. **Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR's representative. A list of County Departments which invoices should be sent can be found in Part II, Section D, Attachment D.**

4.0 **PROCEDURE MANUAL**

- 4.1 The laboratory must have a procedure manual which includes the principles of each test; preparation of reagents, calibrators and controls; methods used to determine limit of detection, limit of quantization, and linearity; calibration procedures; derivation of results; linearity of methods; cutoff values, mechanisms for reporting results; controls; criteria for unacceptable specimens and results; remedial actions to be taken when the test systems are outside of acceptable limits; reagents and their expiration dates; and references. Copies of all procedures and dates on which they are in effect must be maintained as part of the manual.
 - 4.2 Laboratory calibrators and controls must be prepared with pure drug reference standards, whenever possible from two different sources, or from at least two different lot numbers. The labels on these reagents must contain the following information: preparer; content; concentration; date when received, opened, prepared; content and concentration; and expiration date. The analytical data used to certify calibrators, controls, and human negative urine must be available for inspection.
 - 4.3 Instruments and equipment:
 - 4.3.1 Volumetric pipettes and measuring devices must be calibrated and certified for accuracy or be checked by gravimetric, colorimetric, or other verification procedure. Automatic pipettes and dilutors must be checked for accuracy and reproducibility before being placed in service and checked periodically after that.
 - 4.3.2 There must be written procedures for certification of new instruments, procedures for instrument set-up and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks, and instructions for major trouble shooting and repair. Contractor must maintain records on preventive maintenance and make these records available upon request.
 - 4.4 There must be written procedures for the actions, remedial and otherwise, to be taken when systems are out of acceptable limits, or discrepancies or errors are detected. There must be documentation in the form of Memorandum for the Record that these procedures are followed and that all necessary corrective actions are taken.
 - 4.5 The laboratory must have at least one qualified, experienced, and established forensic toxicologist to provide expert testimony in Travis County legal, administrative or disciplinary proceedings involving urinalysis cases.
- 5.0 **SPECIFIC TESTING** Specimens submitted must be initially tested for THC, BZE, opiates, phencyclidine and amphetamines. When conducting either initial or confirmatory tests, every batch must contain an appropriate number of standards for calibrating the

instrumentation and a minimum of 10 percent controls. Both internal blind quality control and external blind performance test samples must be true blind samples and not discernible to laboratory analysts.

6.0 INITIAL DRUG TEST PROCEDURES

- 6.1 For the DOT program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the DOT program must be screened for the following 5 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Cannabinoids (THC)	50 ng/ml
Benzodiazepines (BZE)	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	1,000 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.2 For the Non-DOT pre-employment testing program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT pre-employment testing program must be screened for the following 10 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids	20 ng/ml
Propoxyphene	300 ng/ml
Methadone	300 ng/ml
Ethanol	10 ng/dl

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.3 For the Non-DOT Drug Diversion Court (SHORT Program) Direct Observation testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type I testing program must be screened for the following 4 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.4 For the Non-DOT Drug Diversion Court (SHORT program) and the Juvenile Probation Department, Direct Observation testing - Type II program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type II testing program must be screened for the following 8 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.5 For the Non-DOT Juvenile and other miscellaneous Travis County Offices, Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

- 6.6 For the Non-Dot Pretrial Services Unobserved testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type I testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.7 For the Non-Dot Pretrial Services Unobserved testing - Type II program, all specimens must be screened using approved immunoassays that meet the

requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type II testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.8 For the Non-DOT Countywide Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

7.0 **CONFIRMATORY TEST PROCEDURES**

- 7.1 All confirmation testing must be performed using GC/MS, applying the procedures for each drug and/or metabolite(s) outlined in this section. All confirmation testing must be by quantitative analysis. Concentrations that exceed the linear region of the standard curve value may be diluted. If diluted, the dilution factor must be considered when calculating the actual drug content of the specimen. If the specimen is not diluted, the concentration of the specimen will be the actual determined value of the specimen. Limit of detection should be

determined for each GC/MS instrument. The limit of quantization should be determined for each GC/MS instrument.

7.2 The Cannabinoids (THC) confirmation test must meet the additional following parameters:

- 7.2.1 The target compound is THC,
- 7.2.2 A deuterated analog of THC with a certified purity confirmed by the laboratory is the internal standard, and
- 7.2.3 A positive report based on a forensically accepted GC/MS technique which indicates the presence of THC in a concentration greater than or equal to 15 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and one positive.

7.3 The Benzodiazepines (BZE) confirmation test employed must meet the following additional parameters:

- 7.3.1 The target compound is BZE,
- 7.3.2 A deuterated BZE analog with certified purity confirmed by the laboratory is the internal standard, and
- 7.3.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of BZE in a concentration greater than or equal to 150 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and the other positive.

7.4 The amphetamines confirmation test employed must meet the following additional parameters:

- 7.4.1 The target compounds for amphetamines are amphetamine, methamphetamine, or both,
- 7.4.2 A deuterated amphetamine and deuterated methamphetamine with certified purity confirmed by the laboratory is the internal standard, and
- 7.4.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of amphetamine and/or methamphetamine at a concentration greater than, or equal to, 500 ng/ml. Any methamphetamine positive must also indicate the presence of amphetamine greater than, or equal to, 200 ng/ml. Any methamphetamine positive sample must also be tested to identify and quantitative the D & L isomer. The run must include two blind quality control specimens, one negative and the other positive.

- 7.5 The opiates confirmation test employed must meet the following additional parameters:
- 7.5.1 The target compound for opiates are morphine and codeine,
 - 7.5.2 A deuterated morphine and deuterated codeine with certified purity confirmed by the laboratory is the internal standard, and
 - 7.5.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of morphine and/or codeine at a concentration of 300 ng/ml or greater. Any morphine positive with a concentration equal to or greater than 4,000 ng/ml must also be tested to determine the presence of 6-Monoacetylmorphine at a concentration of 10 ng/ml or greater. The run must include two blind quality control specimens, one negative and the other positive.
- 7.6 The phencyclidine (PCP) confirmation test employed must meet the following additional parameters:
- 7.6.1 The target compound is PCP (Parent Drug),
 - 7.6.2 A deuterated phencyclidine analog with certified purity confirmed by the laboratory is the internal standard, and
 - 7.6.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of phencyclidine in a concentration equal to or greater than 25 ng/ml. The run must include two blind quality control specimens, one negative and the other positive.
- 7.7 Barbiturates confirmation test employed
- 7.8 Cocaine confirmation test employed
- 7.9 Propoxyphene confirmation test employed

Testing procedures for the DOT drug testing programs must follow the requirements specified in Part II, Section B, Paragraph 1.0. If variation exists between these requirements and the DOT Final Regulations as published in the Federal Register, the guidance specified in DOT's Final Regulations governs.

- 8.0 **CERTIFICATION OF LABORATORIES ENGAGED IN URINE DRUG TESTING FOR FEDERAL AGENCIES** The Contractor must be certified and maintain certification in accordance with the applicable DHHS and DOT Guidelines in the Federal Register.

9.0 **DAY-TO-DAY MANAGEMENT**

- 9.1 The laboratory must have a qualified individual to assume professional, organizational, educational, and administrative responsibility for the laboratory's urine drug testing facility who is named in the proposal.
- 9.2 This individual must be engaged in and responsible for the day-to-day management of the drug testing laboratory even where another individual has overall responsibility for an entire multi- specialty laboratory.
- 9.3 This individual must ensure that there are enough personnel with adequate training and experience to supervise and conduct the work of the drug testing laboratory. He or she must ensure the continued competency of laboratory personnel by documenting their in-service training, reviewing their work performance, and verifying their skills.
- 9.4 This individual must ensure that the laboratory has a procedure manual which is complete, up-to-date, available for personnel performing tests, and followed by those personnel. The procedure manual must be reviewed, signed, and dated by this responsible individual whenever procedures are first placed into use or changed or when a new individual assumes responsibility for management of the drug testing laboratory. Copies of all procedures and dates on which they are in effect must be maintained.
- 9.5 This individual must maintain a quality assurance program to assure the proper performance and reporting of all test results; maintain acceptable analytical performance for all controls and standards; maintain quality control testing; and assure and document the validity, reliability, accuracy, precision, and performance characteristics of each test and test system.
- 9.6 This individual must take all remedial actions necessary to maintain satisfactory operation and performance of the laboratory in response to quality control systems not being within performance specifications, errors in result reporting or in analysis of performance testing results. This individual must ensure that sample results are not reported until all corrective actions have been taken and he or she can assure that the test results provided are accurate and reliable.
- 9.7 To obtain specimens under the Type I or Type II Programs for the Non-DOT Drug Diversion Court testing the contractor is responsible for the integrity of the collection of the urine specimens. The contractor must ensure that any environmental factors and/or any attempts on the part of the person being tested to manipulate the test results do not contaminate the specimens. If lab staff is used to observe individuals giving urine specimens, they must have the necessary training and skills to ensure the integrity of the urine tests. At a minimum, the following procedures must be used for the collection of urine and the reporting of testing results:

9.7.1 For storage of urinalysis supplies, the contractor shall:

9.7.1.1 store all urinalysis supplies in a secure area with access limited to employees involved in the collection process; and

9.7.1.2 prevent client access to the secure storage areas.

9.7.2 For observation of urine specimens, the contractor shall:

9.7.2.1 secure the collection area;

9.7.2.2 provide gender appropriate staff who shall be present in the lavatory to observe individuals giving the urine specimens; and

9.7.2.3 ensure that the staff observing individuals giving urine specimens have adequate training to safeguard the collection process from fraudulent attempts to alter the urine specimens and/or environmental factors that would affect the validity of the test results.

10.0 **TEST VALIDATION** The laboratory's urine drug testing facility must have a designated certifying scientist who reviews all pertinent data and quality control results to attest to the validity of the laboratory's test reports. A laboratory may designate more than one person as a certifying scientist. The certifying scientist(s) may be any employee who is qualified to be responsible for day-to-day management or operation of the drug testing laboratory.

11.0 **DAY-TO-DAY OPERATIONS AND SUPERVISION OF ANALYSTS** The laboratory's urine drug testing facility must have an individual to be responsible for day-to-day operations and to supervise the technical analysts. This individual must have at least a bachelor's degree in the chemical or biological sciences or medical technology or equivalent. This individual must have training and experience in the theory and practice of all methods and procedures used in the laboratory, a thorough understanding of quality control practices and procedures; a thorough understanding of the review, interpretation, and reporting of test results; knowledge of chain-of-custody procedures; and experience providing prompt remedial actions to be taken in response to test results out of acceptable range or detecting aberrant test or quality control results.

12.0 **OTHER PERSONNEL** Other technicians or non technical staff must have the necessary training and skills for the tasks assigned.

13.0 **WITNESSES**

13.1 Contractor personnel may be required to appear personally at administrative hearings to explain their laboratory procedures. The Contractor must have at least

one person available in each of the following categories on a full-time basis to testify at administrative hearings:

13.1.1 Category A: An expert in forensic toxicology drug testing issues who is capable of discussing Contractor's laboratory procedures and who has the following minimum qualifications:

13.1.1.1 Certification as a laboratory director by the State in forensic or clinical laboratory toxicology; or

13.1.1.2 A Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, pharmacology, or toxicology,

13.1.1.3 Training and experience comparable to a Ph.D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry, and pharmacology or toxicology,

13.1.1.4 Appropriate experience in analytical forensic toxicology including experience with the analysis of biological material for drugs of abuse, and

13.1.1.5 Appropriate training and/or experience in forensic applications of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology of drugs of abuse, or other factors which qualify the individual as an expert witness in forensic toxicology.

13.1.2 Category B: A person fully knowledgeable on the procedural aspects of urine drug testing at the Contractor's laboratory.

13.1.3 Category C: A processing technician who is a qualified and trained laboratory technician that handles testing of Travis County specimens on a day-to-day basis.

14.0 **TRAINING** The laboratory must have a manual and maintain records reflecting the training and certification of personnel, describing the procedures for initial and annual certifications. Procedures must also be in place which describe the decertification process and any remedial training required for recertification.

15.0 **FILES** Laboratory personnel files must include resume of training and experience; certification or license, if any; references; job descriptions, records of performance evaluation and advancement; incident reports; and results of tests which establish employee competency for the position he or she holds, such as test for color blindness, if appropriate.

16.0 QUALITY ASSURANCE AND QUALITY CONTROL

16.1 GENERAL:

Any drug testing laboratories used by the Contractor under this contract must have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, accessioning, aliquoting, chain-of-custody, security and reporting of results, initial and confirmatory testing, and validation of analytical procedures. Quality assurance procedures must be designed, implemented, and reviewed to monitor the conduct of each step of the process of testing for drugs.

16.2 LABORATORY QUALITY CONTROL REQUIREMENTS FOR INITIAL TESTS:

16.2.1 Each analytical run of specimens to be screened must include:

16.2.1.1 Urine specimens certified to contain no drug,

16.2.1.2 Urine specimens fortified with known standards, and

16.2.1.3 Positive controls with the drug or metabolite at or near the presumptive positive level.

16.2.2 In addition, with each batch of samples a sufficient number of standards must be included to ensure and document the linearity of the assay method over time in the concentration area of the cutoff. After acceptable values are obtained for the known standards, those values will be used to calculate sample data. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must be documented. A minimum of 10 percent of all test samples must be quality control specimens. Laboratory blind quality control samples, prepared from spiked urine specimens of determined concentration must be included in each run and should appear as normal samples to laboratory analysts. One percent of each run, with the minimum of at least one sample, must be the laboratory's own blind quality control samples.

16.3 CONFIRMATION TEST:

A run for the GC/MS will contain no more than 25 specimens and controls. The run must contain a minimum of four urine quality control specimens: one certified standard at the cutoff concentration, one certified sample at 40% of cutoff, one certified negative urine specimen, and one certified positive urine specimen at or near the cutoff. Two of the four quality control samples must be blind. The linearity and precision of the method must be periodically

documented. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must also be documented. The calibrators must be quantitative within 10% of the target value when the calibrators are certified, as required by DHHS and DOT guidelines. The concentration of all quality control specimens must assay within + or - 20% of their certified value. For only the Electron Impact GC/MS methods, the retention time of the drug must be within 2% of the extracted sample at the cutoff concentration and the ion ratios must be within + or - 20% of the extracted sample at the cutoff. The calculated concentration of the negative quality control specimens must not exceed the established limit of detection of the instrument for the drug being tested. All quality control samples must be within the acceptable range and meet all chromatographic criteria with all ion ratios within + or - 20% before reporting any sample results in that run. The chromatography of an internal standard from the negative specimen must meet the retention time and ion ratio requirements.

17.0 **SPECIMEN HANDLING AND RECEIVING REQUIREMENTS**

- 17.1 The Contractor must utilize an appropriate system to ship the specimens, if required. If not shipped via the U.S. Postal Service, then the Contractor must ensure that there is sufficient security to ensure the physical security and integrity of the specimen, the chain-of-custody, and shipping container.
- 17.2 The Contractor must provide specimen kits containing a kit box, urine specimen container, specimen bottle seal, protective seal, label, sealable plastic bag to hold the container, and foam insert. The urine containers must hold 100 ml., be made of inert materials that will not absorb or adsorb drugs, or drug metabolites, and meet DHHS and DOT standards. The cap liner must be made of inert material that will not absorb or adsorb drugs or drug metabolites from the specimen. The containers' temperature strip must be inside (unless prohibited by DHHS or DOT regulation) and be occluded. The occlusion must show tampering and allow for ready viewing by authorized personnel. The shipping containers must at least meet U.S. Postal Service standards and be pre-addressed and prepaid for shipment to the Contractor's laboratory. The Contractor must ship with the specimen kits at least one chain-of-custody forms for each specimen kit.
- 17.3 Upon receipt of specimens, the Contractor must record the condition of the shipping container, including information about damage in shipment, evidence of suspected specimen tampering, or other unusual conditions. The Contractor must compare information on specimen bottles to the information on the accompanying chain-of-custody forms. Records must be kept of the individuals that perform these checks. A Discrepancy Report must be generated, in accordance with Part II, Section B, Paragraph 21.3, and must be used to record discrepancies and provided to the office that collected the specimen.

18.0 **SECURITY OF LABORATORY AND SPECIMENS**

- 18.1 The identity and integrity of the urine specimens must be maintained within the laboratory. All specimens must be maintained in a secure area with limited and controlled access throughout all phases of processing and storage from receipt to final disposal.
- 18.2 Drug testing laboratories must be secure at all times. They must have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored. Access to these secured areas must be limited to specifically authorized individuals whose authorization is documented. With the exception of personnel authorized to conduct inspections on behalf of Federal agencies for which the laboratory is engaged in urine testing or on behalf of the Secretary, any person not employed by the Contractor must be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained and kept available for audit.
- 18.3 Laboratories must use chain-of-custody procedures to maintain control and accountability of specimens from receipt through the following processes:
 - 18.3.1 completion of testing,
 - 18.3.2 reporting results,
 - 18.3.3 during storage, and
 - 18.3.4 final disposition.
- 18.4 The date and purpose must be documented on a chain-of-custody form each time a specimen is handled or transferred, and every individual in the chain must be identified. Accordingly, authorized technicians must be responsible for each urine specimen or aliquot in their possession and must sign and complete chain-of-custody forms for these specimens or aliquots as they are received.

19.0 **RETENTION OF SPECIMENS**

- 19.1 Specimens that do not receive an initial test within 7 days of arrival at the laboratory must be placed in secure refrigeration units. Temperatures must not exceed 6 degrees centigrade. An emergency power generator must be available in case of prolonged power failure to maintain the stability and integrity of specimens.
- 19.2 All positive specimens must be placed in a limited access long-term, frozen storage area for a minimum of one year, and temperature must be maintained at -20 degrees centigrade. Within this one year period Travis County may request the

laboratory to retain the specimen for an additional period of time; but, if no such request is received the Contractor must provide a list of those specimens and request permission of the Alcohol and Drug Testing Program Coordinator (the "Coordinator") to destroy the specimens. The Coordinator shall approve destruction if there is no pending litigation. If there is a legal challenge, the Contractor is required to maintain the specimens for an indefinite period.

20.0 **DRUG TEST RESULTS REPORTING REQUIREMENTS**

- 20.1 The report must identify the drugs/metabolites tested for, whether positive or negative, and the presumptive positive level for each, the base specimen number assigned; the Contractor's laboratory number, and the test subject's Social Security number. The report must include a certified copy of the original chain-of-custody and must be signed by the certifying scientist. The results (positive and negative) for all specimens submitted on the same chain-of-custody form must be reported back to the MRO at the same time.
- 20.2 The laboratory must report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive for a specific drug or class of drug are reported positive for that specific drug.
- 20.3 The MRO may request quantization of test results from the laboratory, and the laboratory must provide quantization of test results.
- 20.4 Results must be transmitted in a secured manner so as to ensure confidentiality of the information. If the County approves a manner as one that is sufficiently secure, the laboratory may transmit results to the MRO by various electronic means. Results cannot be provided by telephone under any circumstances. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.
- 20.5 The laboratory must send only to the MRO a certified copy of the original chain-of-custody form signed by the individual responsible for day-to-day management of the drug testing laboratory or the individual for attesting to the validity of the test results.
- 20.6 The Contractor shall report to Travis County, by fax, **Non-DOT** negative or positive results of initial tests within twenty-four (24) hours from the date of collection. Fax notification of negative and positive initial test results must be followed with notification via regular mail containing a certified copy of the chain-of-custody form.

The Contractor shall provide to Travis County Pretrial Services a list of all Pretrial Services clients (individuals) who at the end of the business day did not appear at the collection facility to submit a sample as referred by the agency.

20.7 Contractor shall report to County **DOT** negative results of initial tests within 48 (forty-eight) hours from the date of collection if the collection is before 4:00 p.m. and 72 (seventy-two) hours if collection is after 4:00 p.m. by fax. Fax notification of negative initial test results must be followed with notification via regular mail containing the MRO's certification of the negative results and a certified copy of the chain-of custody form.

Contractor shall report to County **DOT** confirmatory positive test results of initial tests within 72 (seventy-two) hours and 96 (ninety-six) hours from the date of collection by fax, depending on the employee's response to the MRO. In some cases the reporting time may take longer due to circumstances which are governed by federal regulations. Fax notification of positive initial test results must be followed with notification via regular mail containing the MRO's certification of the positive results and a certified copy of the chain-of custody form.

21.0 **SUMMARY REPORTING REQUIREMENTS**

21.1 In accordance with the appropriate DHHS and/or DOT Guidelines, the Contractor must send to Travis County Departments/Offices (listed on Attachment 5) a monthly summary report. Initial and confirmation data must be included from test results reported within that month. Normally this summary must be forwarded by registered mail not more than 14 calendar days after the end of the month covered by the summary. The summary report must contain the following information:

21.1.1 Initial test reports must include the following information:

21.1.1.1 Number of specimens received,

21.1.1.2 Number of specimens reported out, and

21.1.1.3 Number of specimens screened positive for: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines

21.1.2 Confirmatory testing reports must include the following information:

21.1.2.1 Number of specimens received for confirmation, and

21.1.2.2 Number of specimens confirmed positive for: marijuana metabolite, cocaine metabolite, morphine, codeine, phencyclidine, amphetamine, and methamphetamine.

- 21.2 On a monthly basis the Contractor must supply to the Travis County Coordinator, the following information on specimens completed since the last report:
- 21.2.1 Identification number,
 - 21.2.2 Laboratory Accession Number,
 - 21.2.3 Date Specimen Received in Laboratory,
 - 21.2.4 Drugs Screened For,
 - 21.2.5 Confirmation Tests Conducted,
 - 21.2.6 Final Report (Positive or Negative),
 - 21.2.7 Date Report Sent to Travis County, and
 - 21.2.8 Specimen Turnaround Time.
- 21.3 No later than the 10th working day after the end of the calendar month, the Contractor must submit a discrepancy report to Travis County Departments/Offices (listed on Attachment 5) with the following data:
- 21.3.1 Reporting Month;
 - 21.3.2 For each submitting location sending specimens during the reporting month, the total number of specimens received; and
 - 21.3.3 For each department submitting specimens during the reporting month, the total number of specimens discarded, broken down into the following categories:
 - BU - Box unsealed or no signature or date on box seal
 - NHHS - No DHHS chain-of-custody-form
 - DOT - No DOT chain-of-custody form
 - ISSN - Incomplete social security number
 - ISPN - Incomplete base specimen number
 - NCOC - No chain-of-custody form
 - QNS - Volume in bottle is less than 30 ml
 - LSSN - Social Security number on specimen label does not match the social security on the chain-of-custody form
 - LAX - Laboratory Accident

22.0 **REPORTING REQUIREMENTS FOR DHHS AND DOT DRUG TESTING PROGRAM**

Activity in support of the DHHS and DOT drug testing program must be accounted for and reported separately by Contractor to Travis County Departments/Offices (listed on Attachment 5).

- 23.0 **SUBSTANTIATION** The Contractor must make available copies of all drug testing analytical results, including all certification specimen results, open performance test results, all quality control sample results and all personnel training and certification records when requested by Travis County Coordinator.
- 24.0 **RECORD RETENTION** Unless otherwise instructed by the DHHS in writing, all records pertaining to a given urine specimen must be retained by the drug testing laboratory for a minimum of 2 years. Upon request from Travis County, the Contractor must provide any information or documents pertaining to the procedures used at its laboratory for performance of this contract. Examples of procedures include chain-of-custody, testing protocols, quality control, procedures manual and results reporting. The County reserves the right to require the Contractor to change a procedure if the procedure is not consistent with current DHHS or DOT Guidelines.
- 25.0 **GENERAL LITIGATION SUPPORT** Depositions and interrogatories of Contractor personnel must be provided by the Contractor in conjunction with testing performed under this contract when requested by Travis County. Travis County will endeavor, where feasible to limit these requests to written interrogatories. The Contractor must establish procedures to insure timely and appropriate responses to requests for litigation support packages, discovery requests, and other inquiries. Where testimony is required in support of drug testing results, the Contractor must provide witnesses as required. The witness must also provide expert testimony in support of information contained in the Litigation Support Package, when requested.
- 26.0 **URINALYSIS DRUG TESTING LITIGATION SUPPORT PACKAGE**
- 26.1 The Contractor must provide within ten (10) business days documentary evidence in the form of a litigation support package to be used by Travis County at an administrative proceeding in conjunction with testing performed under this contract.
- 26.2 The litigation support package must consist of the following:
- 26.2.1 Certification and authentication by the appropriate laboratory official having custody of the original documents that the documents contained in the litigation support package are true and accurate copies of the original documents maintained by the laboratory as part of its regularly conducted laboratory activities;
- 26.2.2 Laboratory Report form;
- 26.2.3 Explanatory Affidavit, to include interpretation of test results;

- 26.2.4 All data from the initial test results including all standards and controls run with the batch;
- 26.2.5 All data including chromatographs and quantization reports from the GC/MS analysis including the standards and controls run with the batch;
- 26.2.6 Copies of all internal chain-of-custody documents; and
- 26.2.7 Summary qualifications of all personnel who appear on the chain-of-custody documents.

27.0 **CONTRACTOR FURNISHED MATERIAL**

- 27.1 The Contractor must provide containers to transport all specimens from Travis County. Containers must provide leak proof transportation to the Contractor's laboratory.
- 27.2 The Contractor must provide all U.S. Postal Service approved packaging material for the transportation of urine specimens or, if other type of transportation is chosen, the appropriate packaging material must be provided by the Contractor. The shipping costs for First Class shipping of the specimens from the sites to the laboratory shall be prepaid by the Contractor.

ATTACHMENT B

FEE SCHEDULE

RFS#1208-005-ML

PART II, SECTION C, FEE SCHEDULE**DOT Testing UNOBSERVED****Cost per Test/Service**In Clinic:

1. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines)
2. Breath alcohol test

\$ 47.00\$ 26.00On Site:

3. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines)
4. Breath alcohol test

\$ 47.00 + on-site fee\$ 26.00 + on-site fee**NON-DOT Pre-Employment Testing**

5. (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone and Ethanol)
6. Provider Travels to County to perform testing (fee per visit)

\$ 38.00\$ 35/hour**NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program**

7. **TYPE I** - (Amphetamines, Cannabinoids Cocaine, Opiates)
8. **TYPE II** - (Amphetamines, Methadone (Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene

\$ 38.00\$ 38.00**NON-DOT Countywide UN-OBSERVED**

9. Drugs plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone plus Ethanol)
10. Expedited Results (4 Hours)
11. Expedited Results (within 24 hours)

\$ 38.00\$ N/A\$ N/A

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NON-DOT UNOBSERVED12. **TYPE I** – Amphetamines, Cannabinoids, Cocaine, Opiates and Ethanol\$ 38.0013. **TYPE II** – (Barbiturates, Benzodiazepines, Cannabinoids, Opiates, Ethanol)\$ 38.00**HHSD/Child Protective Services Testing OBSERVED**14. (Amphetamines, Cocaines, Opiates, Cannabinoids, Benzodiazepines, Barbiturates, Phencyclidine, Phropoxyphene, 2nd (GL/MS) and another LAB and MRO, Ethanol)\$ 38.00**MISCELLANEOUS TESTING**

15. Eye Scanning (PassPoint or equal)

\$ N/A

16. Hair Testing

\$ 80.00

17. Oral Fluid Testing

\$ N/A

18. Nail Testing

\$ N/A

19. Drug Patch

\$ N/A

20. ETG/ETS Testing

\$ N/A

21. K2/Spice Testing

\$ N/A

22. Bath Salt Testing

\$ N/A

23. Ambien Testing

\$ N/A**CONFIRMATION TESTING**

21. Amphetamine Confirmation Test (GC/MS)

\$ included in cost of drug test

22. Barbiturate Confirmation Test (GC/MS)

\$ included in cost of drug test

23. Benzodiazepines (BZE) Confirmation Test (GC/MS)

\$ Included in cost of drug test

24. Cocaine Confirmation Test (GC/MS)

\$ Included in cost of drug test

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- 25. Opiate Confirmation Test (GC/MS) \$ Included in cost of drug test
- 26. Phencyclidine Confirmation Test (GC/MS) \$ Included in cost of drug test
- 27. Cannabinoids (THC) Confirmation Test (GC/MS) \$ Included in cost of drug test
- 28 Phropoxyphene Confirmation Test (GC/MS) \$ Included in cost of drug test
- 29. Ethanol (Alcohol) \$ Included in cost of test
- 30. 2nd (GC/MS) & another LAB and MRO \$ 200.00

TRAVEL TO PERFORM ON-CALL TESTING

- 31. Between 6:00 p.m. and 7:00 a.m. Monday through Friday (non Holiday weekdays) or Holidays and weekends 24 hour emergency on-site response \$ 250.00 + cost of test

EXPERT WITNESS

- 32. Expert Witness (Hourly Rate) \$ 350/hr + expenses

MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

- 33. SPANISH Speaking Interpreter on-site while Testing Center Open Per Hour Rate between the hours of 7:00 - 6:00 (for the Short Program/Drug Diversion Court Only) \$ no additional fee
- 34. Notification via daily sign-in sheets faxed to the following two Departments ONLY: SHORT Program/Drug Diversion Court And Pretrial Services Program. Daily cost for each department

Whenever open, will have **both** the required qualified man and required qualified woman for direct observed testing on their respective counterparts? Yes No

Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory used? Yes No

Location, contact person, phone number and address of all available clinics and hours of service at each location:

ATTACHMENT C
INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

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

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.

RFS# 1208-005-ML

ATTACHMENT 1

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: _____
Name of Affiant: Edward H. Bucknam
Title of Affiant: Executive Vice President, Chief Operating Officer
Business Name of Offeror: Concentra Health Services, Inc.
County of Offeror: Dallas

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror 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 Exhibit B.



Signature of Affiant

5080 Spectrum Drive, #1200W, Addison, TX 75001

Address

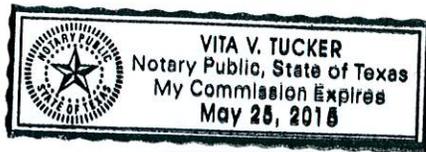
SUBSCRIBED AND SWORN TO before me by EDWARD H. BUCKNAM on 10/19, 2012

Notary Public, State of Texas



Typed or printed name of notary

Vita V. Tucker



My commission expires:

5/25/15

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
November 2, 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.....	Julie Wheeler*	
Executive Assistant.....	Jacob Cottingham	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor.....	Nicki Riley*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
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.	
Interim Chief Information Officer.....	Tanya Acevedo	
Interim Chief Information Officer.....	Rod Brown	
Interim Chief Information Officer.....	Walter Lagrone	
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.....	Vacant	
Attorney, Transactions Division.....	Elizabeth Winn	
Attorney, Transactions Division.....	Mary Etta Gerhardt	
Attorney, Transactions Division.....	Barbara Wilson	
Attorney, Transactions Division.....	Jim Connolly	
Attorney, Transactions Division.....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson	
Purchasing Agent.....	Cyd Grimes, C.P.M., CPPO	

Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV CW Bruner, CTP
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Diana Gonzalez.....	12/16/12
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division.....	Tamara Armstrong.....	03/30/13
Executive Assistant.....	Lori Duarte	06/15/13
Chief Information Officer.....	Joe Harlow.....	07/31/13
County Auditor	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13

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

EXHIBIT 2
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

ATTACHMENT E
CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ___YES ___NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized

ATTACHMENT F

PROPOSAL

Title Page



Concentra Urgent Care Centers
Response to Request for Services

Drug and Alcohol Testing Services

for

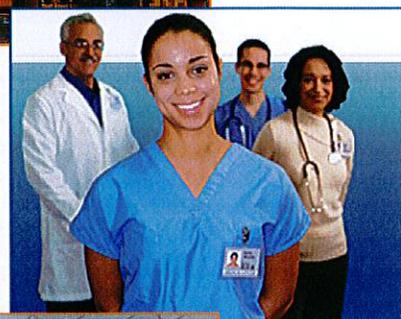
Travis County, Texas

RFS #1208-005-ML

Dated: October 22, 2012

Response Contact:

Kristin Ramirez
Account Executive
9333 Research Blvd, Suite 400
Austin, TX 78759
Phone: 512.627.1643
Fax: 512.255.9645
E-mail: kristin_ramirez@concentra.com



Letter of Transmittal



October 19, 2012

Cyd V. Grimes, C.P.M., CPPO
 Travis County Purchasing Agent
 700 Lavaca, 8th Floor
 Austin, TX 78701

RE: Request for Services for Drug and Alcohol Testing Services, RFS #1208-005-ML

Dear Ms. Grimes:

Concentra Health Services, Inc. ("Concentra") acknowledges that Travis County, Texas ("the County") is seeking a vendor to provide drug and alcohol testing services for its employees. As an experienced healthcare service provider, Concentra is fully qualified and readily able to perform the scope of services stated within the County's Request for Services ("RFS"). Our freestanding clinics in Texas have the resources and processes in place to perform all requested services with the highest level of success and professionalism.

Concentra Overview. With more than three decades of experience serving the healthcare marketplace, Concentra is highly qualified and well positioned to provide the services the County is seeking. Since inception in 1979, Concentra remains dedicated to our patients and continues to focus efforts on *improving America's health, one patient at a time*. Today, Concentra is a leading provider of occupational medicine, urgent care, and preventive healthcare services in the United States, offering an extensive suite of services and quality healthcare to more than 120,000 employers in 43 states. Our national footprint of more than 330 freestanding medical centers positions us at the forefront of delivering quality medical services to employers, employees, and individuals within the communities we serve. This, coupled with the strength of our local employer relationships, creates distinct advantages for our clients.

In Texas, we successfully deliver occupational healthcare services to in excess of 16,400 employers (including the County) through our network of 41 urgent care centers. Because of our local expertise and direct experience serving the County, we understand and comply with the various regulations and guidelines applicable to the requested scope of services. Likewise, we have existing procedures in place and a strong background serving the needs of Austin-area residents and employers. *To that end, Concentra is confident that we possess the resources and skills necessary to deliver the desired services with the highest level of success and professionalism.*

Our Mission

Improving America's health, one patient at a time.

Our Vision

We will redefine the patient experience by treating individuals with welcoming, respectful, and skillful care.

We will raise the standard of health by putting individuals first, treating them with clinical excellence, and focusing on their ongoing wellness.

We will succeed through innovation and the expertise of our colleagues in an environment of trust, support, and community.

Our Core Values

A healing focus
 A selfless heart
 A tireless resolve



Concentra's infrastructure in and near Austin makes us an ideal provider; we presently operate four urgent care centers within 20-miles of the County's address on 700 Lavaca in Austin. While all locations are available as convenience necessitates, we propose that our West William Cannon clinic serve as the main location for the County's employees to receive services for this engagement. Through the convenience and accessibility of our multiple locations, we are able to offer the County consistent, quality healthcare; enhanced communications; and the desired medical outcomes.

Program Support. To best serve our clients' needs, Concentra draws from a pool of experienced professionals to provide local support. For the County's account, Concentra assigns *Ms. Kristin Ramirez*, to serve as Account Manager and customer liaison between Concentra and the County. In this role, Ms. Ramirez routinely monitors the program, tracks plan progress, and adjusts plans accordingly to ensure our program attains successful outcomes and effectively meets the County's objectives. Ms. Ramirez will collaborate with the West William Cannon Center leadership team to ensure that the operational and clinical services rendered remain consistent, professional, and in full compliance with all local, state, and federal guidelines and regulations. *Should the County have any questions concerning our proposal, please contact Ms. Ramirez at the e-mail and phone numbers provided to the right.*

Kristin Ramirez
Account Executive
9333 Research Blvd, Suite 400
Austin, TX 78759
P: 512.627.1643 ♦ F: 512.255.9645
E-mail: kristin_ramirez@concentra.com

Proposal Affirmations. Our proposal contains Concentra's response to the services outlined in the County's RFS, including relevant attachments, and pricing information. We affirm that all information contained herein is current, complete, and accurate. If Concentra is the successful bidder, we desire to review the contract and ultimately create an agreement that not only outlines the schedule of services, but also protects the business interests of both the County and Concentra.

Concentra values the County's consideration of our proposal. We are confident that when the County takes into account our experience, capabilities, technology, infrastructure, project management, and price, Concentra will emerge as the clear choice to perform the drug and alcohol testing services for the County's employees. Concentra looks forward to enhancing our current relationship and continuing to serve as the County's healthcare ally by bringing quality medical care to Travis County, Texas and its employees.

Sincerely,

Edward H. Bucknam
Executive Vice President, Chief Operating Officer



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3. Detailed Proposal

Summary

Concentra understands that the County seeks a qualified vendor to provide DOT and non-DOT drug testing, breath alcohol testing services, random selection, after hours collection services, and other related medical services.

Concentra Solution Summary

Concentra assures the County that we will:

- Conduct drug and alcohol screenings in accordance with DOT Federal Regulations, 49 CFR Part 40
- Utilize our conveniently located, fully operational, *West William Cannon* urgent care center (approximately 6.65 miles from the County) as the primary location for the County employees to receive services
- Maintain records securely to ensure confidentiality of personal health information according to HIPAA guidelines
- Assign a dedicated team of qualified, licensed healthcare professionals to oversee the County's program and to ensure continued compliance
- Employ only qualified medical professionals who possess the appropriate years of experience and qualifications to perform the requested medical services
- Properly train all clinicians who will render services for this engagement
- Document patient visits and generate meaningful reports for the County

Concentra has extensive experience performing the requested services; as the County's current provider, we are confident we are the right company to assist the County in meeting the RFS objectives. We have the experience and resources—including qualified personnel and 41 freestanding clinics in Texas (with the proposed primary clinic in close proximity to the County)—and are readily able to serve the County efficiently and professionally, while rendering all services according to the County's specifications and in full compliance with all applicable regulatory requirements.

Approach to Fulfilling the Scope of Work Requirements

In this section we describe the methodology we will utilize to perform the services requested in the County's RFS.

Drug Screens

Summary. Concentra's drug collection philosophy is the same for non-DOT as for DOT. Concentra believes that the DOT Federal Regulations, 49 CFR Part 40, which outlines *Procedures for Transportation Workplace Drug and Alcohol Testing Programs* provides clear guidelines and high standards as it relates to drug and alcohol testing procedures. These procedures have withstood various regulatory and legal challenges for more than two decades and have become known as the "Gold Standard". Therefore, all drug testing (DOT and non-DOT) is conducted in full compliance with Department of Transportation regulations 49 CFR Part 40, and adheres to all SAMHSA policies and procedures to insure appropriate chain of custody. Drug testing is performed by a CAP-approved clinical reference laboratory.

Process. The testing process includes:

- Collection via a split sample method
- Use of the proper Chain of Custody form (whether DOT or non-Dot)
- Proper specimen containment
- Shipment of specimen to certified laboratory for analysis within 24 hours or during the next business day

Types of Screenings. For more than 33 years, we have regularly performed pre-placement, return-to-duty, follow-up, post accident, and reasonable suspicion drug testing and utilize a preferred vendor for random selection. We reviewed the County's requirements and confirm our ability to perform the 5 panel drug screen for various County positions. We describe our processes in greater detail below.

Collector Credentials

The collector has a major role in the success of the drug testing program, as he/she is the one individual in the testing process with whom all employees have direct, face-to-face contact. Without the collector assuring the integrity of the specimen and collection process, the test itself may lose validity. A collector must be sensitive to an employee's privacy, or the entire testing program may be subject to criticism. It is imperative that our collectors fully understand and follow the procedures outlined in our comprehensive training manual. These guidelines, together with 49 CFR Part 40, provide collectors with the information needed in the performance of their collection duties. Concentra believes that following these same procedures for Non-Federal testing simplifies the collection process, provides the most defensible procedures for our collectors and clients, and creates the most confidential procedures for the donors.

Today, Concentra employs more than 2,200 certified Urine Drug Screen collectors.

Collection Method

Concentra-authorized personnel administer all urine drug collections using the split sample method as required by the DOT. Furthermore, all drug testing adheres to all SAMHSA policies and procedures to insure appropriate chain of custody.

The certified collector and appropriate laboratory adhere to the following guidelines:

- Collects a minimum of 45 milliliters (ml.) of urine
- Divides the specimen into two bottles, 30 ml. in one and 15 ml. into a second bottle
- Seals the specimen appropriately
- Sends each specimen to the laboratory, ensuring shipment occurs as quickly as possible, but in any case within 24 hours or during the next business day
- Once received, the lab analyzes the primary 30 ml. bottle, while the second bottle is held in the laboratory, pending a request from the employee for a second test in the event of a verified positive of the primary test

Chain of Custody

Concentra follows strict chain of custody documentation procedures when collecting urine specimens to ensure the integrity and security of the specimen from the time of collection until receipt by the laboratory. For DOT collections, we use the new Federal Chain of Custody form (CCF); for non-regulated drug screens, we use the Non Federal Chain of Custody.

The DOT and non-DOT Chain of Custody forms are five-part forms, disseminated as follows:

**Part 1 – Laboratory
 Part 2 – MRO Copy
 Part 3 – Collector Copy
 Part 4 – Employer Copy
 Part 5 – Donor Copy**

Specimen Transportation and Delivery to Laboratory

Once the specimen is sealed, a courier picks up the specimen from the collection site via automobile. The courier then drives to the airport where the specimen is transported via aircraft to the FedEx hub in Memphis, Tennessee. The qualified laboratory personnel pick up the specimens via automobile directly from the plane. Concentra has high security access to the FedEx hub so we may obtain the specimens as soon as the plane arrives.

The collector or collection site must ensure that each specimen collected is shipped to a laboratory as quickly as possible, but in any case *within 24 hours or during the next business day*. Specimens are picked up 1-2 times per day depending on the volume of the center location.

Direct Observation

Below we outline our approach to direct observation – these procedures are in accordance with the Department of Transportation’s guidelines.

DOT’s 49 CFR Part 40 directly observed collections are authorized and required only when:

- The employee attempts to tamper with his or her specimen at the collection site.
- ✓ The specimen temperature is outside the acceptable range;
- ✓ The specimen shows signs of tampering ~ unusual color / odor / characteristic; or
- ✓ The collector finds an item in the employee’s pockets or wallet which appears to be brought into the site to contaminate a specimen; or the collector notes conduct suggesting tampering.
- The Medical Review Officer (MRO) orders the direct observation because:
 - ✓ The employee has no legitimate medical reason for certain atypical laboratory results; or
 - ✓ The employee’s positive or refusal [adulterated / substituted] test result had to be cancelled because the split specimen test could not be performed (for example, the split was not collected).
- The employer orders direct observation for a Follow-Up test or a Return-to-Duty test.
- The observer must be the same gender as the employee.
- If the collector is not the observer, the collector must instruct the observer about the procedures for checking the employee for prosthetic or other devices designed to carry “clean” urine and urine substitutes AND for watching the employee urinate into the collection container.
- The observer requests the employee to raise his or her shirt, blouse or dress / skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh and show the observer, by turning around, that the employee does not have such a device.
- If The Employee Has A Device: The observer immediately notifies the collector; the collector stops the collection; and the collector thoroughly documents the circumstances surrounding the event in the remarks section of CCF. The collector notifies the DER. This is a refusal to test.
- If The Employee Does Not Have A Device: The employee is permitted to return clothing to its proper position for the observed collection. The observer must watch the urine go from the employee’s body into the collection container. The observer must watch as the employee takes the specimen to the collector. The collector then completes the collection process.

- Failure of the employee to permit any part of the direct observation procedure is a refusal to test.

After Hours Collections

Collections occurring during the hours of 8:00 am to 8:00 pm Monday through Friday will be performed at the West William Cannon clinic. For after hours on-call drug screen/service outside of the clinic's normal hours of operation, Concentra proposes utilizing our preferred vendor Guardian.

We outline our after hours process below:

- The County's contact calls the designated after-hours number requesting after hours collection services and provides pertinent information regarding the request.
- The collector arrives at the collection site within 1-1.5 hours with the appropriate forms and collection kits.
- Employees must present personal identification and sign a consent form for the drug collection.
- Upon completing the collection, the collector delivers the specimen to the nearest Concentra center for courier pick up and faxes the Collector copy of the Chain of Custody to the MRO.
- The collector will fax the Collector copy of the Chain of Custody to the Medical Review Officer from the nearest Concentra clinic.

Random Selection

Concentra will utilize our preferred vendor, *National Diagnostics, Inc.*, (NDI) to provide the County with an unbiased random selection methodology. Concentra will serve as the liaison between NDI and the County in order to manage the random selection program.

We will request that the County provide a current employer roster, indicating all employees eligible for each random testing pool during the specified testing period; the roster should indicate the employees' name and social security number, and should be submitted in a mutually agreed upon format.

NDI also has the capability of identifying each employee according to company location should that information be required by the County. *NDI will not accept employee-specific information such as age, gender, racial or ethnic background, religious affiliation, or other protected class related information.*

NDI's "scientifically random" selection process ensures that all eligible County employees are included in the database during each selection period for which they are eligible. Only eligible employees in the database will be subjected to the random selection process.

Employee Rosters. County employees will be divided into rosters and, subsequently, testing pools based upon their regulatory status. NDI will maintain separate selection and testing pools for DOT and non-DOT employee populations in an effort to uphold federal requirements – *all employees regulated by the DOT will be included on one list, while "non-DOT" employees will be maintained on a separate list.* Rosters are then updated as close to the selection date as possible in order to guarantee the most up-to-date employee information.

The roster updates occur as follows:

- Deactivation of any employees from previous rosters who are not included on the current roster
- Identification and inclusion of all employees (both in the database and on the current roster) as eligible for selections during the current selection period
- Insertion of records for employees on the current roster who were not previously included in the database

- Ensuring that no duplicate entries appear in the pool

This type of roster management creates a historical record of employees included during any given selection period for which NDI has managed the random testing program.

Selection Process. NDI utilizes a computerized random number generator, which is proven to be “scientifically random,” for the selection process. *This system allows the County to ensure that each employee in the eligible testing pool has an equal chance of selection for random testing.* When selections are complete, the appropriate data is stored in NDI’s secured Microsoft SQL Server database. NDI then either transfers the data electronically or sends the data confidentially to the County’s designated representative, who then assumes responsibility for notifying all selected individuals to submit for the required random testing.

Medical Review Officer Services

Concentra affirms that, when an initial drug test reading is at or above the cutoff concentration for a positive, a confirmatory test is performed and reviewed by a MRO. Utilizing an MRO decreases the risk of a non-negative result due to donor’s ingestion of a lawfully prescribed substance. The MRO can ask medically related questions (which the County cannot under the ADA) and definitely ascertain a positive or negative result. For our engagement with the County, Concentra will utilize *NDI* for MRO services.

MRO Service Summary

The MRO service reviews and interprets non-negative test results obtained through the County’s drug testing program to assure a scientifically valid result, and then determines whether a legitimate medical explanation could account for a laboratory-confirmed non-negative result. The MRO makes three or more attempts during a 24-hour period to reach the donor, barring unforeseen circumstances (such as donor’s phone disconnected). During the interview, the MRO does not typically analyze the collection process with the donor. Rather, the MRO focuses on alternative, legitimate medical explanations for test results.

The MRO always reviews the MRO copy of the Chain of Custody form for non-negative tests. If not transmitted prior to the lab results, the MRO assistant calls the collection site to request timely transmission of the MRO copy. If the Lab copy is not transmitted with the lab results, the MRO assistant calls the lab to request timely transmission of the Lab copy as well. *The MRO will not initiate a donor interview until receiving the MRO copy of the Chain of Custody form, and will not transmit verified results until receiving the Lab copy.* If the MRO is unable to obtain either copy, the MRO will notify the County of a “cancelled” test.

Concentra’s proposed MRO services comply with applicable state and federal regulations. Specifically, we commit to the County that the MRO will:

- Conform to DOT Regulation 49 CFR Part 40 for all data transmissions for DOT and non-DOT drug and alcohol tests
- Provide an MRO assistant to review all test results and CCFs under the direct supervision of the MRO
- Ensure the MRO receives appropriate copies of the CCFs within 24 hours of the collection. If collection sites are not adhering to this requirement, Concentra will provide appropriate follow up and training
- Store MRO records within regulatory requirements and best practices to maintain confidentiality

A non-negative test result does not automatically identify an employee/applicant as an illegal drug user. The MRO must assess and determine whether alternate medical explanations can account for the positive test result.

- Facilitate blind sampling for all laboratories, per DOT regulations
- Adhere to federal guidelines when coordinating the collection site process
- Transmit results via a secured network. All DOT certified labs produce an export file from their information management system and send it across their internal network. This information is stored in an encrypted file, restricting access.

Alcohol Testing

Collector Credentials

We employ only certified alcohol collectors to perform DOT collections for breath alcohol. Likewise, we affirm all BATs are certified in accordance with the manufacturer's guidelines. *Concentra currently has more than 2,000 collectors certified in DOT collections for breath alcohol testing.*

Screening Process

Breath alcohol testing is conducted with an evidential breath testing device (EBT) that is approved on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List for both screening and confirmation testing. To ensure quality results, each EBT has a calibration check performed daily and after every positive result (no exceptions) and records of the calibration placed on file with a retention period of five years.

Results Reporting – Drug and Alcohol Screenings

Drug Screens. The average turnaround time for a negative drug screen result is 24 hours upon receipt at the lab. However, a positive result turnaround timeframe, including MRO review, varies for non-DOT and DOT tests and may take 48 to 72 hours depending on the MRO verifications. For a non-DOT positive drug test, MRO review is at the employer's discretion and results can take 24 to 36 hours upon receipt at the lab. However, MRO review is required for all DOT positive drug tests. While we can report a confirmed positive result to the MRO within 48 hours, the average turnaround time for a positive DOT drug screen review by the MRO varies due to the responsiveness of the donor to the MRO in accordance with DOT federal regulations. The donor has up to five days to make contact with the MRO per DOT guidelines before the MRO reports a result. Unless otherwise noted, most MROs will conduct the MRO investigation in accordance with the DOT guidelines.

Breath Alcohol Test. We report breath alcohol testing results the same day that we obtain the specimen.

Laboratory Testing

For our engagement with the County, Concentra proposes to utilize Advanced Toxicology Network (ATN) for laboratory services. ATN is a state-of-the-art laboratory located in Memphis, TN and an independent subsidiary of Concentra. ATN works closely with both Concentra Medical Centers and providers in our expanded medical network. Created in 1997, ATN is certified by the Substance Abuse and Mental Health Services Administration, is CLIA-certified, licensed by DHHS, and maintains licensure where required for toxicology laboratory operations. ATN also operates a clinical diagnostic laboratory performing chemistry profiles, complete blood counts, infectious disease screening and other tests.



ATN passed the proficiency testing offered by the Commission on Laboratory Accreditation of the College of American Pathologists (CAP) in January of 2007. This stringent inspection program is designed to specifically ensure the highest standard of care for ATN Clinical Laboratory's patients. The CAP is recognized by the federal government as being equal to or more meticulous than the government's own inspection program. ATN's technical management personnel offer an average of 20 years of experience in substance abuse testing, and its' state-of-the-art laboratory facility employs the latest technology,

including high- throughput instruments and highly efficient specimen processing systems. *ATN performs both drug testing and forensic laboratory services.*

We describe the additional capabilities ATN possesses in the following table.

Advanced Toxicology Network Laboratory Capabilities	
Clinical Diagnostic/Biological Monitoring Testing	Additional Qualifications
<ul style="list-style-type: none"> ▪ OSHA Blood Lead Testing ▪ Executive Screening Panels (SMAC, CBC, Complete Chemistry tests) ▪ Blood Borne Pathogen Exposure Panels ▪ Routine Chemistry Panels ▪ Blood and Urine Cadmium ▪ Hematology Screening ▪ Hepatitis Screening ▪ Endocrinology ▪ Measles, Mumps, and Rubella ▪ PSA ▪ RPR ▪ Total Iron and Iron Binding ▪ Zinc Protoporphyrin 	<ul style="list-style-type: none"> ▪ Demonstrates ongoing implementation of HHS and DOT-prescribed procedures and controls regarding accuracy and confidentiality of testing, reporting, recordkeeping, and specimen handling ▪ Shows evidence of calibration of all equipment performed under the direction of the Certifying Scientist prior to testing specimens ▪ Analyzes initial urine specimen using enzyme immunoassay (EIA) screening ▪ Uses required drug cutoff levels ▪ Conducts specimen validity testing to ensure integrity ▪ Properly stores all specimens ▪ Maintains accurate records for statistical reports ▪ Furnishes qualified personnel to provide expert testimony

ATN leadership includes:

- Lance Presley, ATN Toxicology Lab Director
- Craig Knoblock, ATN Toxicology Lab Manager

We include credentials for these individuals as attachment to our response.

Additional Information

Data Capture and Reporting

OccuSource, primarily a provider database, enables Concentra to capitalize on superior knowledge of workplace injuries and their predictable outcomes. Our ability to capture patient data has enabled us to develop a database that contains more information than any other occupational healthcare provider—*OccuSource houses data on more than 6 million patient visits*. Our database creates outcome reporting that not only provides valuable information for our clients, but also enables Concentra to utilize data for development of “best demonstrated practice patterns”.

OccuSource provides daily management of information and patient flow within each center and offers unique, timely, and meaningful information to customers on a daily, weekly, quarterly, bi-annual, and annual basis according to specific requirements. This benefits the employers, employees, and payer groups by ensuring protocol consistency, user-friendly system, and statistical outcomes.



OccuSource's Reporting Capabilities. Individual patient encounters provide the basis for the reporting system. *For each prospective employee seen at Concentra, we create a report in OccuSource.* This generates an e-mail notification to the designated contact at the County. Concentra has the ability to set this up for multiple individuals within the County, as well as specific individuals within each department.

The following are examples of types of reports that Concentra can generate for the County. We can provide samples upon request.

OccuSource
Sample Reports and Communications

Non-Injury Activity Status Report

We generate this report at the conclusion of each non-injury visit in the center. It includes patient name and demographics, social security number, date seen, time checked in and out of the center, results, and remarks.

Missed Appointment Letter

We generate this letter the following day after an applicant/employee has missed an appointment. This report notifies the employer that an individual has missed a scheduled appointment and includes the time and date of the missed appointment and physician's name.

Patient Visit Report

We generate this employer-specific activity report daily. It details the activity for the time period in question and identifies the service date, patient name, SSN, nature of case, service type, sign-in, admit, and time-out times, service location, and provider.

Customer Service

Concentra is dedicated to excellence. Our customer satisfaction and quality care are Concentra's number one priorities. Concentra developed a comprehensive customer service training program many years ago and we have continued to refine and expand upon that core foundation. We have extensive training tools and resources that we communicate during new hire training as well as during annual training. Concentra mandates customer service training upon hire and annually. Concentra tracks our customer service approach using nationally accepted survey tools.

Below we outline these measuring tools and how we track and report outcomes.

- **Net Promoter Score:** To track satisfaction, the Net Promoter Score (NPS) is a simple, but powerful metric for measuring customer satisfaction and, in turn, serves as an indicator of customer loyalty and potential business growth. NPS provides the means for gauging performance, establishing accountability, and prioritizing investments. Net Promoter indexes provide for actionable opportunities. Westgate Research, Franklin Covey's research unit conducts this telephonic survey. The survey tool consists of 12 staffing-related questions, rated from 1 (unsatisfactory) to 10 (excellent). The questions relate to facility appearance, wait time, perceptions of the medical provider, and quality of care. Patients can also convey specific comments about their experience. NPS benchmarks our data against industry norms. Data is gathered by the research firm and reports are generated for Concentra management and the client. All telephonic surveys are performed in accordance with local, state, and federal confidentiality laws. *As of September 2012, our NPS score for the South Texas market is 69%.*

The most efficient organizations operate at NPS efficiency ratings of 50%-80%, allowing room for improvement, while the average organization tracks along with an NPS rating of 5%-10%.

- Patient Experience Rating:** The Patient Experience Rating (PER) is the percentage of responses to the survey questions "Rate Your Overall Satisfaction" that are 9s and 10s (out of 10). The PER is important because it is a predictor of whether someone is willing to recommend Concentra. Concentra tracks and reports on the patient experience on a monthly basis. Concentra tracks and reports the patient's experience in the clinic and reports to the County's management. *As of September 2012, our PER score for the South Texas market is 61%.*

A stellar patient experience is not something we strive for – it is our purpose.

Concentra exists to serve patients. The patient experience is as important as—if not more important than—any other measure of performance because it reflects how well we fulfill our purpose and it predicts our ability to keep serving patients in the future.

HIPAA Compliance and Security

Concentra takes the privacy, security, and protection of our employees' and customers' confidential and personal information very seriously and we continue to implement enterprise-wide strategies to maintain HIPAA compliance. Our goal is to protect the privacy and security of individually identifiable health information and our clients' ability to use our services. Concentra maintains a Regulatory Support Services Department consisting of staff dedicated to tracking all proposed, pending and active legislative and regulatory developments that are directly applicable to Concentra's and our customers' business needs. A primary focus of this department is to research privacy and security regulations and legislation on both the federal and state level. We currently have and maintain Privacy Policies and Security Policies in accordance with the HIPAA Privacy and Security Regulation.

Our CEO and business leadership team have approved the Corporate Information Security Policies and been published to all Concentra personnel. These policies are mandatory and sanctioned by company HR policy and we update them as necessary to address business and/or regulatory needs.

Concentra has created more than 70 HIPAA-related policies and procedures company-wide. The following are processes, procedures, and protocols we have in place to support compliance with HIPAA legislation:

- Include a Business Associate (HIPAA) agreement in all client and vendor contracts between Concentra and the party with whom we are contracting. This agreement is reflective of the current HIPAA legislation and has been affirmed by legal counsel (who specializes in this area)
- Own and hold secure internal documentation systems and an onsite server, all of which are firewall and virus protected and monitored daily
- Have a secured intranet for all internal documents and employ a secured VPN system for remote access
- Maintain a HIPAA-specific internal policy manual outlining the required privacy and security requirements for handling, maintaining, and disposing of PHI

Concentra's Security Policy incorporates standards, guidelines, and procedures that encompass:

- Server Security
- Network Security
- Desktop Security
- Physical Security
- E-mail and Data Transmission Security
- Disaster Recovery
- Security Monitoring (including Intrusion Detection) and Response
- Security Risk and Vulnerability Assessments (Security Audits)
- Security Education and Awareness

- Contract with a bonded (HIPAA-compliant) vendor to manage the shredding and recycling of paper documents located internally in locked cabinets within in our internal office space (as per the HIPAA guidelines)
- Bonded, HIPAA-compliant vendor picks up and removes all materials our offices; we require identification and signature by bonded workers
- Password protect all sensitive client files and only allow access by those staff members who require this to support direct client services
- Communicate acknowledgement of our compliance to HIPAA legislation to all employees during the program rollout process
- Never share individual PHI with any party i.e. client (employer), insurance company, or other provider(s) without prior consent from the individual (as per HIPAA regulations)

Records Management

Concentra understands the importance of ensuring confidentiality of personal health information and we maintain medical charts in accordance to the state practice acts governing their licensure. We house all charts onsite and in a secure location. We provide all employees with HIPAA consent forms and Notice of Privacy statements. Per state and federal laws, the County's management personnel can access these records only on a "need to know" basis.

Concentra will retain all completed paperwork for 30+ years to maintain compliance and to provide the County with requested patient information.

We thoroughly train all Concentra employees designated to provide services on the HIPAA regulations that cover the release of medical records, authorization forms, and personal health information. Specifically, we instruct personnel not to disclose personal health information either verbally or in writing to any other individual without the express written permission of the employee/applicant.

Quality Assurance

Concentra realizes the importance in maintaining and tracking the quality of medical services. From a high-level perspective, Concentra has created a strategic management program that outlays and tracks quality issues within the organization. Our leadership team has created a comprehensive framework that translates strategy into operational terms, and has implemented this program to provide a clear vision of our company strategy. Included in this strategy management is the objective to "identify and utilize Best Practices in patient visit processes (flow, accuracy, consistency, timeliness)".

To measure the success of this objective, Concentra has created internal and external evaluation tools with the express purpose of facilitating administrative and operational effectiveness of our clinics. Evaluation tools include patient satisfaction surveys (in which we have collaborated with an outside firm to tabulate results and provide meaning reports, which we distribute to local, regional, and corporate management teams), outcomes measurement, and our Center Assessment Tool.

Concentra summarizes additional measures of due diligence we perform to ensure quality assurance below:

- We have clinic, personnel, chart, medical, training, certification, accounting/financial, and customer service audit procedures.
- We use an outside consultant for the accounting and finance audits (in accordance with Section 404 of the Sarbanes Oxley Act).
- We use outside consultants to assist with our customer services initiatives (last year, the consultant performed an exhaustive audit of customer service procedures and made recommendations) and our internal colleague satisfaction survey (per department).
- Our Human Resources department performs comprehensive audit procedures on compensation, job titles, HRIS requirements, and laws governing wage and hour, disability, labor, employment, leave, and local ordinances and regulations.
- Our freestanding medical clinics have extensive audits, including center audits (addressing equipment maintenance/calibration, center processes, employee certification/training maintenance, medical record storage, privacy rules, safety, and more) and medical chart audits (physician, nurse, and physical therapy).
- Customers will routinely audit our procedures in accordance with regulatory guidelines including the Nuclear Regulatory Commission, Joint Commission, URAC, OSHA, and more.
- Concentra has a comprehensive infrastructure to comply with all local, state, and federal health, safety, labor, wage and hour, practice acts, and all other laws regulating the complex medical industry.

Expert Witness/Testimony

Concentra provides expert testimony related to the services that Concentra clinicians and professionals render as defined in the course and scope of this RFS. Concentra requires a subpoena to be issued if such testimony is required. Concentra's Legal department will communicate directly with the County's Legal department to ascertain the specific information required/desired to adequately represent the facts of the specific case.

Specific to laboratory testing, ATN can prepare a litigation package or similar materials if needed by the County for legal, grievance, or disciplinary purposes. In addition, qualified experts from ATN are available to testify in court proceedings to clarify or support ATN's documentation and procedures.

Project Resources

Servicing Facility

Of the hundreds of clinics we operate nationwide, 41 are located in Texas. As mentioned, we propose that our *West William Cannon* clinic serve as the primary site for the County's employees to obtain the drug and alcohol testing services as outlined in the RFS. The table to the right identifies this location, including address, hours of operation, and contact information. We assure the County that this facility stands ready to provide quality healthcare services to the County's employees.

Concentra Urgent Care Center West William Cannon Location	
 <p style="color: red; font-size: small;">6.65 mile from the County</p>	Address 4301 W. William Cannon, Bldg. E, Suite 320 Austin, TX 78749
	Contact T: 512.467.6608 ♦ F: 512.467.7861
Hours 8:00 a.m. – 8:00 p.m. (M-F) 10:00 a.m. – 6:00 p.m. Weekends	

Our West William clinic is appropriately licensed, employs qualified trained personnel, and maintains the necessary equipment and supplies to efficiently and professionally render the requested services. This center stands ready on *Day One* of the contract to serve the County’s healthcare needs.

While this location will be the main location to perform the scope of services, our three additional Austin-area clinics are readily available as needed throughout our engagement. *We assure the County that all our clinics are fully staffed with qualified, trained clinicians who stand ready to serve the needs of the County.*

Assigned Personnel

Concentra is fully capable of staffing and managing all the occupational healthcare services for our clients. We have built our reputation on recruiting only the most qualified medical staff and support personnel, training, development, compliance, monitoring, and providing quality healthcare. Our experts ensure the continuity of care and services (regardless of which clinic is used), create consistent processes, respect existing provider/patient relationships, and simplify implementation. Concentra’s programs are scalable - when there is a need to recruit new staff, Concentra’s internal recruiting department assists local operations to identify qualified candidates.

Concentra assigns qualified healthcare professionals to manage and oversee our clients’ programs. The individuals chosen to support the County’s engagement possess years of healthcare expertise, with specific emphasis in occupational medicine.

Of relevance, Concentra maintains stringent credentialing requirements for medical professionals and utilizes primary source verification for educational background, previous employment, licenses, and certifications.

Team Roles and Responsibilities

Account Management

Initial Contact: During contract review and negotiation, we assign an initial contact to serve as a liaison between Concentra and the County. For this project, *Kristin Ramirez, Account Executive*, will serve as the County’s first point of contact through contract execution. In this role, Ms. Ramirez will remain fully knowledgeable of the County’s program and is available to answer any questions the County may have during this period of the engagement.

Kristin Ramirez Account Executive	
Project Role	Experience
Account Manager	▪ 4 years with Concentra

As Account Manager, she:

- Serves as the Concentra chief liaison to the County’s officials
- Leads and directs contract implementation
- Develops and implements program and project structures to effectively achieve contract deliverables
- Ensures a clear understanding of contract objectives and deliverables through the successful execution of programs and projects
- Interfaces with executives and senior management to leverage resources for problem resolution
- Negotiates work approach and specific deliverables based on expected contract outcomes

Amy Sullivan Center Operations Director	
Project Role	Experience
Operational Oversight	▪ 1 year with Concentra

- Directs contract execution efforts to ensure programs and projects are completed according to contract
- Participates with Center, Area, and Regional Leadership Teams to effectively monitor and maintain existing accounts, develop new business, and address center operational issues

Day-to-Day Resource: Our West William Cannon Center Operations Director (COD), *Amy Sullivan* will serve as the County's day-to-day contact. As COD, Ms. Sullivan assists the County, answers questions, addresses issues, and ensures the program operates efficiently and professionally.

Additionally, the assigned COD performs the following activities:

- Oversee day-to-day operations of the centers
- Implement and ensure ongoing compliance with all operational policies, procedures, and training programs within all centers in assigned region
- Establish appropriate levels of accuracy in program/project estimates
- Manage patient care issues
- Handle center medical issues requiring resolution

Medical Oversight. The Regional Medical Director, *Daniel Webster, MD* will serve as West William Cannon's acting Center Medical Director (CMD). In this role, Dr. Webster provides medical oversight of clinic medical practices, ensuring continued compliance.

Daniel Webster, MD Regional Medical Director (Acting CMD)	
Project Role	Experience
Medical Oversight	▪ xx years with Concentra

As CMD, Dr. Webster will assume the following duties:

- Reviews all medical history and perform medical physical examinations
- Knows all medical surveillance requirements of OSHA, DOT, ADA, NFPA, FMLA, and other regulated examinations
- Reports the results of the medical evaluation to the prospective employee, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the candidate or current employee is medically certified to safely perform the essential job tasks
- Forwards copies of any abnormal results along with patient instructions regarding primary care follow-up to candidates or current employees who were instructed to seek (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation
- Provides or arranges for a prescriptive rehabilitation and/or fitness program when indicated to aid employee's recovery from illness or injury and enhance his/her ability to safely perform essential job tasks
- Reviews medical evaluations that are conducted by a physician or medical provider
- Reviews individual medical evaluations and aggregate data from employee evaluations in order to detect evidence of occupational exposure(s) or clusters of occupational disease
- Provides medical supervision for fitness, return-to-duty rehabilitation, and physical conditioning programs

We can provide Dr. Webster's credentials upon request.

Clinic Staff Qualifications

Concentra recognizes the high degree of professionalism that is required of the medical professionals who will administer the services required by the County. Physicians in our clinics will be vigilant in applying their knowledge to recognize and diagnose potential exposures and resulting health issues, and will continue to monitor State of Texas, DOT, ADA, and OSHA requirements and applicable federal state regulations to ensure that the County's medical protocols remain in compliance.

As with all of our medical centers, the West William Cannon clinic employs qualified healthcare professionals who will be directly involved in the ongoing operations specific to the County's contract. Clinic staff includes any combination of physicians, mid-levels, nurses, physical therapists, radiology technicians, and medical assistants. All are trained and fully certified to perform their associated tasks, including but not limited, to drug/alcohol screenings, physicals, immunizations, and miscellaneous occupational healthcare services.

We can include copies of staff member certifications upon request.

Credentialing

Concentra clinicians must undergo a stringent credentialing process. Once the Concentra Credentials Committee Chair/Medical Advisor clears the candidate, Concentra follows NCQA guidelines for credentialing, which requires Primary Source Verification to verify the licensure, board certifications, and any provider sanctions. In addition, Concentra performs an EPLS query to identify if a candidate is barred from contracting with the federal government. Concentra uses secondary sources (copies of documentation) to verify Curriculum Vitae and DEA certifications. Finally, we check the National Practitioner Databank for malpractice history.

Though not required by NCQA, the EPLS query is a required verification by some of Concentra's delegated agreements that are federal contractors or who have federal contracts.

Additionally, Concentra re-credentials our providers every three (3) years and, in the interim, we monitor these providers' licensures for expiration to ensure that they remain active and current. Physician, mid-level, nurse, and therapy applicants for employment must pass a very stringent credentialing process that includes, but is not limited to, the following:

- In-depth review of employment application and resume
- Face-to-face interviews with Concentra Management personnel
- Verification of clinical, peer, and employment references
- Verification of negative test results for illegal drugs where applicable
- Documentation of continuing education and training
- Provide copies of ACLS/BCLS or PALS certifications
- Primary source verification of the following:
 - ✓ Education and training
 - ✓ State licensure(s)
 - ✓ DEA and state controlled substance registration (if applicable)
 - ✓ Board certification (if applicable to the provider)
 - ✓ Work history (most recent 5 years), verified through the application and attestation. Gaps of 6 months or more are verified / explained by the provider
 - ✓ Malpractice history is verified through the NPDB query
 - ✓ Sanctions against licensure, verified through the licensure verification and the NPDB query

- ✓ Medicare/Medicaid sanctions, verified through the NPDB query and a query of the OIG
- Background check (including criminal and credit history for previous 10 years)
- Competency letters from previous employers
- Approval by contracting organization (government agency or commercial customer), if appropriate
- Approval from Concentra's Credentialing Committee

All Concentra personnel, regardless of position, are required to have a background check consisting of a felony/misdemeanor check, social security validation and trace, national sex offender check, national criminal search, credit history, and a check against the Office of Foreign Assets Control list.

4. Offeror References

In the following table, Concentra identifies three current client references for which we provide services similar to those the County requests within its RFS. We encourage the County to contact these entities as they can attest to our ability to perform a variety of healthcare services per each client's specifications and in full compliance with all regulatory guidelines.

Concentra Current Clients		
Reference #1 City of Austin	Reference #2 Capital Metro/Star Tran	Reference #3 City of Round Rock
Contact: Reina Ruiz Telephone: 512.925.8547	Contact: Elizabeth Herrera Telephone: 512.389.7508	Contact: Kevin Vaughn Telephone: 512.844.4041

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

PROMED MEDICAL CARE CENTERS

FOR

DRUG AND ALCOHOL SERVICES

CONTRACT NO. 4400001192



Travis County Purchasing Office

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II. DEFINITIONS

1.0 DEFINITIONS

In this Agreement,

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

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.

1.4 "Parties" mean Travis County and/or Contractor.

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

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

1.5.2 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;

but does not include:

1.5.3 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;

1.5.4 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 and individuals with similar risks as determined by "Contractor" in the ordinary course of its business; and

1.5.5 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.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Contract and marked Attachment D.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Option to Extend: County may unilaterally extend this Contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except the term, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

2.3 Termination. COUNTY may terminate this Contract at any time by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements. CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the TRAVIS COUNTY DEPARTMENTS/OFFICES and may rely on all factual information supplied by the TRAVIS COUNTY DEPARTMENTS/OFFICES in response to these requests. However TRAVIS COUNTY DEPARTMENTS/OFFICES shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 the client reference Number, (client name)
- 4.4.3 type of service in accordance with Attach. B.
- 4.4.4 the total amount being requested
- 4.4.5 date of collection

Original invoices shall be sent to: **See Part II, Section D, for the list of County Department addresses.**

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, 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:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Debarment, Suspension and Other Responsibility Matters. Certification under this Section 4.9 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." CONTRACTOR, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

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

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

Where CONTRACTOR is unable to certify to any of the statements in this Section 6.9, CONTRACTOR shall provide an 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.

4.10 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.

4.11 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.12 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Parent Coaching & Assessments Services 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 right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR.

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the County Department with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise CONTRACTOR as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 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, 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.

7.2 Warrants. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; 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

herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.1 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.1.1 Attachment A – Scope of Services
- 7.7.1.2 Attachment B – Fee Schedule
- 7.7.1.3 Attachment C – Insurance Requirements
- 7.7.1.4 Attachment D – Ethics Affidavit
- 7.7.1.5 Attachment E - Debarment
- 7.7.1.6 Attachment F - Proposal

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement 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 herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Travis County Departments

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

ProMed Medical Care Centers
2000 W. Anderson Lane
Austin, TX 78757

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The Department designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Department designee shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The Department designee may designate representatives to transmit instructions and receive information.

7.11 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, 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 void. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the CONTRACTOR must submit a written notice to the Purchasing Agent with a copy to the Department designee within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the CONTRACTOR within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the CONTRACTOR's satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Department designee. 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.

7.12 Mediation. If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to Section 7.11, CONTRACTOR shall notify the Executive Manager, 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, 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.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other CONTRACTORS as reasonable and necessary and as required by the Travis County Departments/Offices.

7.14 Independent CONTRACTOR. The parties expressly acknowledge and agree that CONTRACTOR is an independent CONTRACTOR, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent CONTRACTOR. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, 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.

7.19.2 Number and Gender. Words of any gender in this Agreement 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 Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement 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 Agreement.

7.20 Conflict of Interest Questionnaire:

If required by Chapter 176, Texas Local Government Code, the CONTRACTOR shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The CONTRACTOR shall update this Questionnaire by September 1 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 a 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 a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Contractor

Travis County

By: _____
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

Approved as to Legal Form By: _____
Assistant County Attorney

Funds Verified By: _____
County Auditor

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



ATTACHMENT A**SCOPE OF SERVICES****SECTION A- TECHNICAL REQUIREMENTS-ALCOHOL TESTING****CONTRACTOR MUST:**

- 1.1 Provide trained breath alcohol technician(s) (BAT) to conduct evidential breath testing (EBT), including random selection for EBT, in compliance with Department of Transportation (DOT) regulations and 49 CFR, Parts 40 and 382, as amended.
- 1.2 Use EBT devices which are listed on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List (CPL) and meet the requirements for confirmation testing.
- 1.3 Provide in-clinic facilities that afford visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results and ensure that individuals tested at the specified Travis County on-site locations listed in Part II, Section B, Paragraph 2.17 are afforded similar privacy.
- 1.4 Provide all necessary equipment, personnel, and materials for EBT at the Contractor's location where testing is conducted and at the specified Travis County on-site testing locations.

PART II - SECTION B - TECHNICAL REQUIREMENTS - DRUG TESTING

- 1.0 **REQUIRED STANDARD OF WORKMANSHIP** Unless otherwise specifically provided for in this contract, the quality of all services rendered under it must conform to the highest standards in the relevant profession, trade or field of endeavor. All services must be rendered or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law or regulation. The regulations under which this testing is to be performed are provided (taken from the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Drug Testing Program," and the Department of Transportation (DOT) "Mandatory Guidelines for Commercial Driver's License (CDL)", as published and updated in the Federal Register. In this document these rules are referred to as "DHHS Guidelines" and "DOT Guidelines."
- 2.0 **TECHNICAL DEFINITIONS** For purposes of these Technical Requirements the following definitions are adopted:
- 2.1 ALIQUOT - A portion of a specimen used for testing.
- 2.2 BATCH - A group consisting of samples, calibrators, controls, and blind quality control specimens that is run in the same time frame under the identical assay conditions, including the technician, reagents, and instruments.
- 2.3 BZE - Benzoyllecgonine is a metabolite of cocaine that is identified and quantified in the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation test for cocaine metabolites.
- 2.4 CALIBRATORS - A certified negative human urine containing known quantities of drug and drug metabolites used to calibrate the relevant laboratory instruments.
- 2.5 CHAIN-OF-CUSTODY FORM - An approved DHHS or DOT external chain-of-custody document that tracks the handling and storage of each forensic urine specimen from time of collection to final disposition and includes entries documenting date, printed name that is clear and legible, original signature of person, purpose for handling or transfer of specimens or aliquots for every person into whose custody the specimen is transferred.
- 2.6 CONFIRMATORY TEST - A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time GC/MS or LC/MS are the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

- 2.7 CONTROLS - Known amounts of drug or drug metabolites spiked into a certified human negative urine which are used to validate calibration of an instrument, precision and accuracy of the procedure, and the performance of the technician.
- 2.8 THCA - Delta-9-Tetrahydrocannabinol-9Carboxylic Acid is a metabolite of delta-9-tetrahydrocannabinol (the major psychoactive compound of marijuana) that is identified and quantified in the GC/MS confirmation test for marijuana metabolites.
- 2.9 INITIAL TEST - An immunoassay screening test to eliminate "negative" urine specimens from further testing and identifies "presumptive" positive specimens for further testing and may use the Enzyme Multiple Immuno Technique.
- 2.10 LIMIT OF DETECTION - Three (3) standard deviations more than the mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.11 LIMIT OF QUANTITATION - The mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.12 MRO - A medical review officer who is a licensed physician responsible for receiving laboratory results generated by the Travis County drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive test result with the medical history and any other relevant biomedical information of the person who provided the specimen.
- 2.13 NON-DOT TESTING - Special drug and alcohol screens for Travis County Sheriff's Office and Travis County Drug Diversion Court not required by, or conducted under, DHHS or DOT guidelines. Non-DOT testing includes Non-DOT pre-employment testing, Non-DOT Drug Diversion Court testing, Non-DOT Pretrial Services Testing and HHSD/CPS.
- 2.14 NON-DOT PRE-EMPLOYMENT TESTING - A test for 10 specified drugs and/or their metabolites. These tests will be administered before employment in certain safety-sensitive positions within the Travis County Sheriff's Office. The specific drugs to be tested for and their respective presumptive cut-off levels are listed in Section 6.0.
- 2.15 NON-DOT DRUG DIVERSION COURT TESTING - These tests are of two types, Type I and Type II, each for 5 specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as a condition of probation or deferred adjudication as ordered by the Travis County Drug Diversion Court. The specific drugs to be tested for and their respective presumptive cut-off levels

for both Type I and Type II tests are listed in Section 6.0. (on fee schedule items 7 & 8).

- 2.16 NON-DOT PRETRIAL SERVICES TESTING - These tests are of two types, Type I and Type II, each for five (5) specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as condition of pretrial releases ordered by the Travis County Pretrial Services department. The specific drugs to be tested for and their respective presumptive cut-off levels for both Type I and Type II tests are listed in section 6.0 (on fee schedule items 12 & 13)
- 2.17 SECRETARY - The Secretary of Health and Human Services or the Secretary of Transportation in regards to issues which affect their respective drug testing programs. The Secretary may designate an individual from a recognized organization (to include a Contractor) to act on her/his behalf in the implementation of these DOT or DHHS Guidelines.
- 2.18 TRAVIS COUNTY ON-SITE TESTING LOCATIONS - Random drug and alcohol screening tests will be regularly conducted by the Contractor at the following Travis County locations:
- 2.18.1 TNR Satellite One Office - 9301 Johnny Morris Road, Austin, TX 78724
- 2.18.2 TNR Westside Service Center - 1405 FM 620 North, Austin, TX 78732
- 2.18.3 TNR Satellite Four Office - 5412 Lockhart Highway, Austin, TX 78744
- 2.18.4 Travis County Jail - 1000 San Antonio Street, Austin, TX 78701
- 2.18.5 Travis County Correctional Complex - 3614 Bill Price Road, Del Valle, TX 78617

3.0 **SCOPE OF WORK:**

- 3.1 The Contractor must provide all labor, facilities, equipment and material to perform the initial test for the detection of marijuana metabolites and cocaine metabolites on all urine specimens submitted, and additionally perform the initial test for opiates, phencyclidine and amphetamines on individually requested specimens.
- 3.2 The Contractor must provide all labor, facilities, equipment and material to perform GC/MS confirmation tests on all specimens that are screened positive by the initial test.
- 3.3 The Contractor must provide a method for identifying interfering substances which prevent the initial test, such as contaminants, adulterants, or other masking

- agents; and provide any special testing necessary to support the laboratory's results.
- 3.4 The Contractor must conduct additional GC/MS testing to identify 6 methamphetamine and Dextros and Levo when consistent with DHHS and/or DOT guidelines.
 - 3.5 All laboratory analysis will be provided in accordance with all DOT regulations and the DHHS procedures and 49CFR, Parts 40 and 382.
 - 3.6 Urinalysis will be conducted with an initial test to eliminate negative urine specimens from further analysis.
 - 3.7 Positive initial test results will be confirmed by conducting GC/MS method of analysis.
 - 3.8 The initial test and positive confirmatory test will be done by the same laboratory. Where a Travis County employee requests additional testing following a positive confirmatory test, such testing on another aliquot will be conducted by a different laboratory, certified by the DHHS, and as directed by the MRO.
 - 3.9 Remaining aliquots must be retained in frozen storage for 60 days after the date on which the laboratory acquires it.
 - 3.10 The Contractor must provide an MRO.
 - 3.11 Contractor will provide a scientific method for random selection of County commercial drivers for drug and alcohol testing. Data for input into the random selection data base will be provided by the County. Random lists must be generated and distributed to the County at least monthly or on a more frequent basis as requested.
 - 3.12 Contractor must provide to the County copies of records, and databases developed and maintained by the Contractor as part of the activities under the contract and must deliver them to the County quarterly or upon request. The records and databases must be provided both in paper form and in Excel electronic format.
 - 3.13 Contractor and subcontractors must accommodate the identification procedures required by the various county departments utilizing the Contractor services to verify identity of the person that gives the specimen.
 - 3.14 The Contractor is required to maintain and use a system of safeguarding County records which identify County personnel and any other information received in the performance of this contract, to ensure the highest level of privacy for County employees. Contractor shall provide all services required in a manner that would

comply with the Privacy Act, 5 U.S.C. 552a and Section 503 of Public Law 100-71, if Contractor were an entity bound to comply with these laws.

The Contractor and its employees shall not hold any discussion or release any information or data pertaining to the Travis County Alcohol and Drug Testing Program without the prior written approval of the Coordinator. This restriction applies to all releases of information to the public, industry, or government organizations.

- 3.15 The principal and other key personnel responsible for the project and named in the Contractor's proposal may not be removed from the program or have their time substantially decreased without prior approval of the County. Replacement personnel must have equivalent qualifications to the persons named and are subject to approval by the County.
- 3.16 Contractor must, upon request, pick up urine specimens collected by the Travis County Sheriff's Office within two hours of a request at 1000 San Antonio Street, Austin, Texas 78701.
- 3.17 **THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT AND THE JUVENILE DRUG COURT** will require Confirmation Test only. Initial screens are provided by the Departments personnel. Chain of custody procedures and forms must be provided to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT. THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT personnel will adhere to the Chain of Custody Procedures and deliver specimen to the Contractor for confirmation testing.

Contractor shall report results to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT within 72 hours of delivery, by fax which must be followed with notification via regular mail containing the MRO's certification of the results and a certified copy of the chain of custody form.

The Family Drug Treatment Court will occasionally require a Confirmation Test only.

- 3.18 CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each Client served by CONTRACTOR, the type of Service provided by CONTRACTOR, the total tests provided by CONTRACTOR, the hourly fee assessed for each Service provided by CONTRACTOR (expert witness), the name of the Provider and the total amount of payment requested for each Client. **Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR's representative. A list of County Departments which invoices should be sent can be found in Part II, Section D, Attachment D.**

4.0 **PROCEDURE MANUAL**

- 4.1 The laboratory must have a procedure manual which includes the principles of each test; preparation of reagents, calibrators and controls; methods used to determine limit of detection, limit of quantization, and linearity; calibration procedures; derivation of results; linearity of methods; cutoff values, mechanisms for reporting results; controls; criteria for unacceptable specimens and results; remedial actions to be taken when the test systems are outside of acceptable limits; reagents and their expiration dates; and references. Copies of all procedures and dates on which they are in effect must be maintained as part of the manual.
 - 4.2 Laboratory calibrators and controls must be prepared with pure drug reference standards, whenever possible from two different sources, or from at least two different lot numbers. The labels on these reagents must contain the following information: preparer; content; concentration; date when received, opened, prepared; content and concentration; and expiration date. The analytical data used to certify calibrators, controls, and human negative urine must be available for inspection.
 - 4.3 Instruments and equipment:
 - 4.3.1 Volumetric pipettes and measuring devices must be calibrated and certified for accuracy or be checked by gravimetric, colorimetric, or other verification procedure. Automatic pipettes and dilutors must be checked for accuracy and reproducibility before being placed in service and checked periodically after that.
 - 4.3.2 There must be written procedures for certification of new instruments, procedures for instrument set-up and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks, and instructions for major trouble shooting and repair. Contractor must maintain records on preventive maintenance and make these records available upon request.
 - 4.4 There must be written procedures for the actions, remedial and otherwise, to be taken when systems are out of acceptable limits, or discrepancies or errors are detected. There must be documentation in the form of Memorandum for the Record that these procedures are followed and that all necessary corrective actions are taken.
 - 4.5 The laboratory must have at least one qualified, experienced, and established forensic toxicologist to provide expert testimony in Travis County legal, administrative or disciplinary proceedings involving urinalysis cases.
- 5.0 **SPECIFIC TESTING** Specimens submitted must be initially tested for THC, BZE, opiates, phencyclidine and amphetamines. When conducting either initial or confirmatory tests, every batch must contain an appropriate number of standards for calibrating the

instrumentation and a minimum of 10 percent controls. Both internal blind quality control and external blind performance test samples must be true blind samples and not discernible to laboratory analysts.

6.0 INITIAL DRUG TEST PROCEDURES

- 6.1 For the DOT program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the DOT program must be screened for the following 5 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Cannabinoids (THC)	50 ng/ml
Benzodiazepines (BZE)	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	1,000 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.2 For the Non-DOT pre-employment testing program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT pre-employment testing program must be screened for the following 10 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids	20 ng/ml
Propoxyphene	300 ng/ml
Methadone	300 ng/ml
Ethanol	10 ng/dl

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.3 For the Non-DOT Drug Diversion Court (SHORT Program) Direct Observation testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type I testing program must be screened for the following 4 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.4 For the Non-DOT Drug Diversion Court (SHORT program) and the Juvenile Probation Department, Direct Observation testing - Type II program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type II testing program must be screened for the following 8 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.5 For the Non-DOT Juvenile and other miscellaneous Travis County Offices, Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

- 6.6 For the Non-Dot Pretrial Services Unobserved testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type I testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.7 For the Non-Dot Pretrial Services Unobserved testing - Type II program, all specimens must be screened using approved immunoassays that meet the

requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type II testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.8 For the Non-DOT Countywide Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

7.0 **CONFIRMATORY TEST PROCEDURES**

- 7.1 All confirmation testing must be performed using GC/MS, applying the procedures for each drug and/or metabolite(s) outlined in this section. All confirmation testing must be by quantitative analysis. Concentrations that exceed the linear region of the standard curve value may be diluted. If diluted, the dilution factor must be considered when calculating the actual drug content of the specimen. If the specimen is not diluted, the concentration of the specimen will be the actual determined value of the specimen. Limit of detection should be

determined for each GC/MS instrument. The limit of quantization should be determined for each GC/MS instrument.

7.2 The Cannabinoids (THC) confirmation test must meet the additional following parameters:

- 7.2.1 The target compound is THC,
- 7.2.2 A deuterated analog of THC with a certified purity confirmed by the laboratory is the internal standard, and
- 7.2.3 A positive report based on a forensically accepted GC/MS technique which indicates the presence of THC in a concentration greater than or equal to 15 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and one positive.

7.3 The Benzodiazepines (BZE) confirmation test employed must meet the following additional parameters:

- 7.3.1 The target compound is BZE,
- 7.3.2 A deuterated BZE analog with certified purity confirmed by the laboratory is the internal standard, and
- 7.3.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of BZE in a concentration greater than or equal to 150 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and the other positive.

7.4 The amphetamines confirmation test employed must meet the following additional parameters:

- 7.4.1 The target compounds for amphetamines are amphetamine, methamphetamine, or both,
- 7.4.2 A deuterated amphetamine and deuterated methamphetamine with certified purity confirmed by the laboratory is the internal standard, and
- 7.4.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of amphetamine and/or methamphetamine at a concentration greater than, or equal to, 500 ng/ml. Any methamphetamine positive must also indicate the presence of amphetamine greater than, or equal to, 200 ng/ml. Any methamphetamine positive sample must also be tested to identify and quantitative the D & L isomer. The run must include two blind quality control specimens, one negative and the other positive.

- 7.5 The opiates confirmation test employed must meet the following additional parameters:
- 7.5.1 The target compound for opiates are morphine and codeine,
 - 7.5.2 A deuterated morphine and deuterated codeine with certified purity confirmed by the laboratory is the internal standard, and
 - 7.5.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of morphine and/or codeine at a concentration of 300 ng/ml or greater. Any morphine positive with a concentration equal to or greater than 4,000 ng/ml must also be tested to determine the presence of 6-Monoacetylmorphine at a concentration of 10 ng/ml or greater. The run must include two blind quality control specimens, one negative and the other positive.
- 7.6 The phencyclidine (PCP) confirmation test employed must meet the following additional parameters:
- 7.6.1 The target compound is PCP (Parent Drug),
 - 7.6.2 A deuterated phencyclidine analog with certified purity confirmed by the laboratory is the internal standard, and
 - 7.6.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of phencyclidine in a concentration equal to or greater than 25 ng/ml. The run must include two blind quality control specimens, one negative and the other positive.
- 7.7 Barbiturates confirmation test employed
- 7.8 Cocaine confirmation test employed
- 7.9 Propoxyphene confirmation test employed

Testing procedures for the DOT drug testing programs must follow the requirements specified in Part II, Section B, Paragraph 1.0. If variation exists between these requirements and the DOT Final Regulations as published in the Federal Register, the guidance specified in DOT's Final Regulations governs.

- 8.0 **CERTIFICATION OF LABORATORIES ENGAGED IN URINE DRUG TESTING FOR FEDERAL AGENCIES** The Contractor must be certified and maintain certification in accordance with the applicable DHHS and DOT Guidelines in the Federal Register.

9.0 **DAY-TO-DAY MANAGEMENT**

- 9.1 The laboratory must have a qualified individual to assume professional, organizational, educational, and administrative responsibility for the laboratory's urine drug testing facility who is named in the proposal.
- 9.2 This individual must be engaged in and responsible for the day-to-day management of the drug testing laboratory even where another individual has overall responsibility for an entire multi- specialty laboratory.
- 9.3 This individual must ensure that there are enough personnel with adequate training and experience to supervise and conduct the work of the drug testing laboratory. He or she must ensure the continued competency of laboratory personnel by documenting their in-service training, reviewing their work performance, and verifying their skills.
- 9.4 This individual must ensure that the laboratory has a procedure manual which is complete, up-to-date, available for personnel performing tests, and followed by those personnel. The procedure manual must be reviewed, signed, and dated by this responsible individual whenever procedures are first placed into use or changed or when a new individual assumes responsibility for management of the drug testing laboratory. Copies of all procedures and dates on which they are in effect must be maintained.
- 9.5 This individual must maintain a quality assurance program to assure the proper performance and reporting of all test results; maintain acceptable analytical performance for all controls and standards; maintain quality control testing; and assure and document the validity, reliability, accuracy, precision, and performance characteristics of each test and test system.
- 9.6 This individual must take all remedial actions necessary to maintain satisfactory operation and performance of the laboratory in response to quality control systems not being within performance specifications, errors in result reporting or in analysis of performance testing results. This individual must ensure that sample results are not reported until all corrective actions have been taken and he or she can assure that the test results provided are accurate and reliable.
- 9.7 To obtain specimens under the Type I or Type II Programs for the Non-DOT Drug Diversion Court testing the contractor is responsible for the integrity of the collection of the urine specimens. The contractor must ensure that any environmental factors and/or any attempts on the part of the person being tested to manipulate the test results do not contaminate the specimens. If lab staff is used to observe individuals giving urine specimens, they must have the necessary training and skills to ensure the integrity of the urine tests. At a minimum, the following procedures must be used for the collection of urine and the reporting of testing results:

9.7.1 For storage of urinalysis supplies, the contractor shall:

9.7.1.1 store all urinalysis supplies in a secure area with access limited to employees involved in the collection process; and

9.7.1.2 prevent client access to the secure storage areas.

9.7.2 For observation of urine specimens, the contractor shall:

9.7.2.1 secure the collection area;

9.7.2.2 provide gender appropriate staff who shall be present in the lavatory to observe individuals giving the urine specimens; and

9.7.2.3 ensure that the staff observing individuals giving urine specimens have adequate training to safeguard the collection process from fraudulent attempts to alter the urine specimens and/or environmental factors that would affect the validity of the test results.

10.0 **TEST VALIDATION** The laboratory's urine drug testing facility must have a designated certifying scientist who reviews all pertinent data and quality control results to attest to the validity of the laboratory's test reports. A laboratory may designate more than one person as a certifying scientist. The certifying scientist(s) may be any employee who is qualified to be responsible for day-to-day management or operation of the drug testing laboratory.

11.0 **DAY-TO-DAY OPERATIONS AND SUPERVISION OF ANALYSTS** The laboratory's urine drug testing facility must have an individual to be responsible for day-to-day operations and to supervise the technical analysts. This individual must have at least a bachelor's degree in the chemical or biological sciences or medical technology or equivalent. This individual must have training and experience in the theory and practice of all methods and procedures used in the laboratory, a thorough understanding of quality control practices and procedures; a thorough understanding of the review, interpretation, and reporting of test results; knowledge of chain-of-custody procedures; and experience providing prompt remedial actions to be taken in response to test results out of acceptable range or detecting aberrant test or quality control results.

12.0 **OTHER PERSONNEL** Other technicians or non technical staff must have the necessary training and skills for the tasks assigned.

13.0 **WITNESSES**

13.1 Contractor personnel may be required to appear personally at administrative hearings to explain their laboratory procedures. The Contractor must have at least

one person available in each of the following categories on a full-time basis to testify at administrative hearings:

13.1.1 Category A: An expert in forensic toxicology drug testing issues who is capable of discussing Contractor's laboratory procedures and who has the following minimum qualifications:

13.1.1.1 Certification as a laboratory director by the State in forensic or clinical laboratory toxicology; or

13.1.1.2 A Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, pharmacology, or toxicology,

13.1.1.3 Training and experience comparable to a Ph.D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry, and pharmacology or toxicology,

13.1.1.4 Appropriate experience in analytical forensic toxicology including experience with the analysis of biological material for drugs of abuse, and

13.1.1.5 Appropriate training and/or experience in forensic applications of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology of drugs of abuse, or other factors which qualify the individual as an expert witness in forensic toxicology.

13.1.2 Category B: A person fully knowledgeable on the procedural aspects of urine drug testing at the Contractor's laboratory.

13.1.3 Category C: A processing technician who is a qualified and trained laboratory technician that handles testing of Travis County specimens on a day-to-day basis.

14.0 **TRAINING** The laboratory must have a manual and maintain records reflecting the training and certification of personnel, describing the procedures for initial and annual certifications. Procedures must also be in place which describe the decertification process and any remedial training required for recertification.

15.0 **FILES** Laboratory personnel files must include resume of training and experience; certification or license, if any; references; job descriptions, records of performance evaluation and advancement; incident reports; and results of tests which establish employee competency for the position he or she holds, such as test for color blindness, if appropriate.

16.0 QUALITY ASSURANCE AND QUALITY CONTROL

16.1 GENERAL:

Any drug testing laboratories used by the Contractor under this contract must have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, accessioning, aliquoting, chain-of-custody, security and reporting of results, initial and confirmatory testing, and validation of analytical procedures. Quality assurance procedures must be designed, implemented, and reviewed to monitor the conduct of each step of the process of testing for drugs.

16.2 LABORATORY QUALITY CONTROL REQUIREMENTS FOR INITIAL TESTS:

16.2.1 Each analytical run of specimens to be screened must include:

16.2.1.1 Urine specimens certified to contain no drug,

16.2.1.2 Urine specimens fortified with known standards, and

16.2.1.3 Positive controls with the drug or metabolite at or near the presumptive positive level.

16.2.2 In addition, with each batch of samples a sufficient number of standards must be included to ensure and document the linearity of the assay method over time in the concentration area of the cutoff. After acceptable values are obtained for the known standards, those values will be used to calculate sample data. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must be documented. A minimum of 10 percent of all test samples must be quality control specimens. Laboratory blind quality control samples, prepared from spiked urine specimens of determined concentration must be included in each run and should appear as normal samples to laboratory analysts. One percent of each run, with the minimum of at least one sample, must be the laboratory's own blind quality control samples.

16.3 CONFIRMATION TEST:

A run for the GC/MS will contain no more than 25 specimens and controls. The run must contain a minimum of four urine quality control specimens: one certified standard at the cutoff concentration, one certified sample at 40% of cutoff, one certified negative urine specimen, and one certified positive urine specimen at or near the cutoff. Two of the four quality control samples must be blind. The linearity and precision of the method must be periodically

documented. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must also be documented. The calibrators must be quantitative within 10% of the target value when the calibrators are certified, as required by DHHS and DOT guidelines. The concentration of all quality control specimens must assay within + or - 20% of their certified value. For only the Electron Impact GC/MS methods, the retention time of the drug must be within 2% of the extracted sample at the cutoff concentration and the ion ratios must be within + or - 20% of the extracted sample at the cutoff. The calculated concentration of the negative quality control specimens must not exceed the established limit of detection of the instrument for the drug being tested. All quality control samples must be within the acceptable range and meet all chromatographic criteria with all ion ratios within + or - 20% before reporting any sample results in that run. The chromatography of an internal standard from the negative specimen must meet the retention time and ion ratio requirements.

17.0 **SPECIMEN HANDLING AND RECEIVING REQUIREMENTS**

- 17.1 The Contractor must utilize an appropriate system to ship the specimens, if required. If not shipped via the U.S. Postal Service, then the Contractor must ensure that there is sufficient security to ensure the physical security and integrity of the specimen, the chain-of-custody, and shipping container.
- 17.2 The Contractor must provide specimen kits containing a kit box, urine specimen container, specimen bottle seal, protective seal, label, sealable plastic bag to hold the container, and foam insert. The urine containers must hold 100 ml., be made of inert materials that will not absorb or adsorb drugs, or drug metabolites, and meet DHHS and DOT standards. The cap liner must be made of inert material that will not absorb or adsorb drugs or drug metabolites from the specimen. The containers' temperature strip must be inside (unless prohibited by DHHS or DOT regulation) and be occluded. The occlusion must show tampering and allow for ready viewing by authorized personnel. The shipping containers must at least meet U.S. Postal Service standards and be pre-addressed and prepaid for shipment to the Contractor's laboratory. The Contractor must ship with the specimen kits at least one chain-of-custody forms for each specimen kit.
- 17.3 Upon receipt of specimens, the Contractor must record the condition of the shipping container, including information about damage in shipment, evidence of suspected specimen tampering, or other unusual conditions. The Contractor must compare information on specimen bottles to the information on the accompanying chain-of-custody forms. Records must be kept of the individuals that perform these checks. A Discrepancy Report must be generated, in accordance with Part II, Section B, Paragraph 21.3, and must be used to record discrepancies and provided to the office that collected the specimen.

18.0 **SECURITY OF LABORATORY AND SPECIMENS**

- 18.1 The identity and integrity of the urine specimens must be maintained within the laboratory. All specimens must be maintained in a secure area with limited and controlled access throughout all phases of processing and storage from receipt to final disposal.
- 18.2 Drug testing laboratories must be secure at all times. They must have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored. Access to these secured areas must be limited to specifically authorized individuals whose authorization is documented. With the exception of personnel authorized to conduct inspections on behalf of Federal agencies for which the laboratory is engaged in urine testing or on behalf of the Secretary, any person not employed by the Contractor must be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained and kept available for audit.
- 18.3 Laboratories must use chain-of-custody procedures to maintain control and accountability of specimens from receipt through the following processes:
 - 18.3.1 completion of testing,
 - 18.3.2 reporting results,
 - 18.3.3 during storage, and
 - 18.3.4 final disposition.
- 18.4 The date and purpose must be documented on a chain-of-custody form each time a specimen is handled or transferred, and every individual in the chain must be identified. Accordingly, authorized technicians must be responsible for each urine specimen or aliquot in their possession and must sign and complete chain-of-custody forms for these specimens or aliquots as they are received.

19.0 **RETENTION OF SPECIMENS**

- 19.1 Specimens that do not receive an initial test within 7 days of arrival at the laboratory must be placed in secure refrigeration units. Temperatures must not exceed 6 degrees centigrade. An emergency power generator must be available in case of prolonged power failure to maintain the stability and integrity of specimens.
- 19.2 All positive specimens must be placed in a limited access long-term, frozen storage area for a minimum of one year, and temperature must be maintained at -20 degrees centigrade. Within this one year period Travis County may request the

laboratory to retain the specimen for an additional period of time; but, if no such request is received the Contractor must provide a list of those specimens and request permission of the Alcohol and Drug Testing Program Coordinator (the "Coordinator") to destroy the specimens. The Coordinator shall approve destruction if there is no pending litigation. If there is a legal challenge, the Contractor is required to maintain the specimens for an indefinite period.

20.0 **DRUG TEST RESULTS REPORTING REQUIREMENTS**

- 20.1 The report must identify the drugs/metabolites tested for, whether positive or negative, and the presumptive positive level for each, the base specimen number assigned; the Contractor's laboratory number, and the test subject's Social Security number. The report must include a certified copy of the original chain-of-custody and must be signed by the certifying scientist. The results (positive and negative) for all specimens submitted on the same chain-of-custody form must be reported back to the MRO at the same time.
- 20.2 The laboratory must report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive for a specific drug or class of drug are reported positive for that specific drug.
- 20.3 The MRO may request quantization of test results from the laboratory, and the laboratory must provide quantization of test results.
- 20.4 Results must be transmitted in a secured manner so as to ensure confidentiality of the information. If the County approves a manner as one that is sufficiently secure, the laboratory may transmit results to the MRO by various electronic means. Results cannot be provided by telephone under any circumstances. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.
- 20.5 The laboratory must send only to the MRO a certified copy of the original chain-of-custody form signed by the individual responsible for day-to-day management of the drug testing laboratory or the individual for attesting to the validity of the test results.
- 20.6 The Contractor shall report to Travis County, by fax, **Non-DOT** negative or positive results of initial tests within twenty-four (24) hours from the date of collection. Fax notification of negative and positive initial test results must be followed with notification via regular mail containing a certified copy of the chain-of-custody form.

The Contractor shall provide to Travis County Pretrial Services a list of all Pretrial Services clients (individuals) who at the end of the business day did not appear at the collection facility to submit a sample as referred by the agency.

20.7 Contractor shall report to County **DOT** negative results of initial tests within 48 (forty-eight) hours from the date of collection if the collection is before 4:00 p.m. and 72 (seventy-two) hours if collection is after 4:00 p.m. by fax. Fax notification of negative initial test results must be followed with notification via regular mail containing the MRO's certification of the negative results and a certified copy of the chain-of custody form.

Contractor shall report to County **DOT** confirmatory positive test results of initial tests within 72 (seventy-two) hours and 96 (ninety-six) hours from the date of collection by fax, depending on the employee's response to the MRO. In some cases the reporting time may take longer due to circumstances which are governed by federal regulations. Fax notification of positive initial test results must be followed with notification via regular mail containing the MRO's certification of the positive results and a certified copy of the chain-of custody form.

21.0 **SUMMARY REPORTING REQUIREMENTS**

21.1 In accordance with the appropriate DHHS and/or DOT Guidelines, the Contractor must send to Travis County Departments/Offices (listed on Attachment 5) a monthly summary report. Initial and confirmation data must be included from test results reported within that month. Normally this summary must be forwarded by registered mail not more than 14 calendar days after the end of the month covered by the summary. The summary report must contain the following information:

21.1.1 Initial test reports must include the following information:

21.1.1.1 Number of specimens received,

21.1.1.2 Number of specimens reported out, and

21.1.1.3 Number of specimens screened positive for: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines

21.1.2 Confirmatory testing reports must include the following information:

21.1.2.1 Number of specimens received for confirmation, and

21.1.2.2 Number of specimens confirmed positive for: marijuana metabolite, cocaine metabolite, morphine, codeine, phencyclidine, amphetamine, and methamphetamine.

- 21.2 On a monthly basis the Contractor must supply to the Travis County Coordinator, the following information on specimens completed since the last report:
- 21.2.1 Identification number,
 - 21.2.2 Laboratory Accession Number,
 - 21.2.3 Date Specimen Received in Laboratory,
 - 21.2.4 Drugs Screened For,
 - 21.2.5 Confirmation Tests Conducted,
 - 21.2.6 Final Report (Positive or Negative),
 - 21.2.7 Date Report Sent to Travis County, and
 - 21.2.8 Specimen Turnaround Time.
- 21.3 No later than the 10th working day after the end of the calendar month, the Contractor must submit a discrepancy report to Travis County Departments/Offices (listed on Attachment 5) with the following data:
- 21.3.1 Reporting Month;
 - 21.3.2 For each submitting location sending specimens during the reporting month, the total number of specimens received; and
 - 21.3.3 For each department submitting specimens during the reporting month, the total number of specimens discarded, broken down into the following categories:
 - BU - Box unsealed or no signature or date on box seal
 - NHHS - No DHHS chain-of-custody-form
 - DOT - No DOT chain-of-custody form
 - ISSN - Incomplete social security number
 - ISPN - Incomplete base specimen number
 - NCOC - No chain-of-custody form
 - QNS - Volume in bottle is less than 30 ml
 - LSSN - Social Security number on specimen label does not match the social security on the chain-of-custody form
 - LAX - Laboratory Accident

22.0 **REPORTING REQUIREMENTS FOR DHHS AND DOT DRUG TESTING PROGRAM**

Activity in support of the DHHS and DOT drug testing program must be accounted for and reported separately by Contractor to Travis County Departments/Offices (listed on Attachment 5).

- 23.0 **SUBSTANTIATION** The Contractor must make available copies of all drug testing analytical results, including all certification specimen results, open performance test results, all quality control sample results and all personnel training and certification records when requested by Travis County Coordinator.
- 24.0 **RECORD RETENTION** Unless otherwise instructed by the DHHS in writing, all records pertaining to a given urine specimen must be retained by the drug testing laboratory for a minimum of 2 years. Upon request from Travis County, the Contractor must provide any information or documents pertaining to the procedures used at its laboratory for performance of this contract. Examples of procedures include chain-of-custody, testing protocols, quality control, procedures manual and results reporting. The County reserves the right to require the Contractor to change a procedure if the procedure is not consistent with current DHHS or DOT Guidelines.
- 25.0 **GENERAL LITIGATION SUPPORT** Depositions and interrogatories of Contractor personnel must be provided by the Contractor in conjunction with testing performed under this contract when requested by Travis County. Travis County will endeavor, where feasible to limit these requests to written interrogatories. The Contractor must establish procedures to insure timely and appropriate responses to requests for litigation support packages, discovery requests, and other inquiries. Where testimony is required in support of drug testing results, the Contractor must provide witnesses as required. The witness must also provide expert testimony in support of information contained in the Litigation Support Package, when requested.
- 26.0 **URINALYSIS DRUG TESTING LITIGATION SUPPORT PACKAGE**
- 26.1 The Contractor must provide within ten (10) business days documentary evidence in the form of a litigation support package to be used by Travis County at an administrative proceeding in conjunction with testing performed under this contract.
- 26.2 The litigation support package must consist of the following:
- 26.2.1 Certification and authentication by the appropriate laboratory official having custody of the original documents that the documents contained in the litigation support package are true and accurate copies of the original documents maintained by the laboratory as part of its regularly conducted laboratory activities;
- 26.2.2 Laboratory Report form;
- 26.2.3 Explanatory Affidavit, to include interpretation of test results;

- 26.2.4 All data from the initial test results including all standards and controls run with the batch;
- 26.2.5 All data including chromatographs and quantization reports from the GC/MS analysis including the standards and controls run with the batch;
- 26.2.6 Copies of all internal chain-of-custody documents; and
- 26.2.7 Summary qualifications of all personnel who appear on the chain-of-custody documents.

27.0 **CONTRACTOR FURNISHED MATERIAL**

- 27.1 The Contractor must provide containers to transport all specimens from Travis County. Containers must provide leak proof transportation to the Contractor's laboratory.
- 27.2 The Contractor must provide all U.S. Postal Service approved packaging material for the transportation of urine specimens or, if other type of transportation is chosen, the appropriate packaging material must be provided by the Contractor. The shipping costs for First Class shipping of the specimens from the sites to the laboratory shall be prepaid by the Contractor.

ATTACHMENT B

FEE SCHEDULE

RFS#1208-005-ML

PART II, SECTION C, FEE SCHEDULE**DOT Testing UNOBSERVED****Cost per Test/Service**In Clinic:

1. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines)
2. Breath alcohol test

\$ 37.00\$ 25.00On Site:

3. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines)
4. Breath alcohol test

\$ N/A\$ N/A**NON-DOT Pre-Employment Testing**

5. (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone and Ethanol)
6. Provider Travels to County to perform testing (fee per visit)

\$ 32.00\$ 32.00 (plus \$50 per hour per collector)**NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program**

7. **TYPE I** - (Amphetamines, Cannabinoids Cocaine, Opiates)
8. **TYPE II** - (Amphetamines, Methadone (Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene

\$ 24.00\$ 24.00**NON-DOT Countywide UN-OBSERVED**

9. Drugs plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone plus Ethanol)
10. Expedited Results (4 Hours) *Rapid Test (is only way for a negative result within 4 hours)*
11. Expedited Results (within 24 hours)

\$ 32.00\$ \$29.00 - rapid\$ most negative results*are sent within 24 hours if specimen is collected before 3pm, M-Th.*

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NON-DOT UNOBSERVED

12. **TYPE I** – Amphetamines, Cannabinoids, Cocaine, Opiates and Ethanol \$ 32.00
13. **TYPE II** – (Barbiturates, Benzodiazepines, Cannabinoids, Opiates, Ethanol) \$ 32.00

HHSD/Child Protective Services Testing OBSERVED

14. (Amphetamines, Cocaines, Opiates, Cannabinoids, Benzodiazepines, Barbiturates, Phencyclidine, Phropoxyphene, 2nd (GL/MS) and another LAB and MRO, Ethanol) \$ 32.00

MISCELLANEOUS TESTING

15. Eye Scanning (PassPoint or equal) 15 \$ N/A
16. Hair Testing 16 \$ N/A - collection only
17. Oral Fluid Testing 17 \$ N/A
18. Nail Testing 18 \$ N/A
19. Drug Patch 19 \$ N/A
20. ETG/ETS Testing 20 \$ 32.00
21. K2/Spice Testing 21 \$ 45.00
22. Bath Salt Testing 22 \$ 60.00
23. Ambien Testing 23 \$ N/A

CONFIRMATION TESTING

21. Amphetamine Confirmation Test (GC/MS) s included
22. Barbiturate Confirmation Test (GC/MS) s included
23. Benzodiazepines (BZE) Confirmation Test (GC/MS) s included
24. Cocaine Confirmation Test (GC/MS) s included

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- 25. Opiate Confirmation Test (GC/MS) \$ included
- 26. Phencyclidine Confirmation Test (GC/MS) \$ included
- 27. Cannabinoids (THC) Confirmation Test (GC/MS) \$ included
- 28 Phropoxyphene Confirmation Test (GC/MS) \$ included
- 29. Ethanol (Alcohol) \$ included
- 30. 2nd (GC/MS) & another LAB and MRO \$ 200.00

TRAVEL TO PERFORM ON-CALL TESTING

- 31. Between 6:00 p.m. and 7:00 a.m. Monday through Friday (non Holiday weekdays) or Holidays and weekends 24 hour emergency on-site response \$ N/A

EXPERT WITNESS

- 32. Expert Witness (Hourly Rate) \$ 150/hour

MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

- 33. SPANISH Speaking Interpreter on-site while Testing Center Open Per Hour Rate between the hours of 7:00 – 6:00 (for the Short Program/Drug Diversion Court Only) \$ No charge - Pro med has Spanish speaking interpreters between 8am + 10pm M-F, 9am - 5pm Saturdays, 9am - 5pm* at 2 locations
- 34. Notification via daily sign-in sheets faxed to the following two Departments ONLY: SHORT Program/Drug Diversion Court And Pretrial Services Program. Daily cost for each department

Whenever open, will have **both** the required qualified man and required qualified woman for direct observed testing on their respective counterparts? Yes No

Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory used? Yes No

Location, contact person, phone number and address of all available clinics and hours of service at each location:

see attached letter: Pro med clinic location information

ATTACHMENT C
INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

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

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.

RFS# 1208-005-ML

ATTACHMENT 1

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: 10/11/12

Name of Affiant: Amber Lively

Title of Affiant: Account Manager

Business Name of Offeror: MEC ASSOCIATES OF AUSTIN, LLC dba: ProMed Medical Care Center

County of Offeror: Travis County

Affiant on oath swears that the following statements are true:

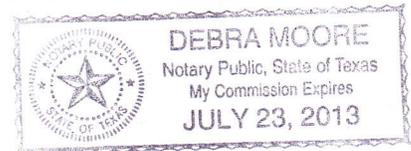
1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror 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 Exhibit B.

Amber Lively
Signature of Affiant

3801 S Lamar Blvd
Austin, TX 78704
Address

SUBSCRIBED AND SWORN TO before me by Amber Lively on 10/15, 2012

Notary Public, State of Texas



Typed or printed name of notary

Debra Moore

My commission expires:

July 23, 2013

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
November 2, 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.....	Julie Wheeler*	
Executive Assistant.....	Jacob Cottingham	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor.....	Nicki Riley*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
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.	
Interim Chief Information Officer.....	Tanya Acevedo	
Interim Chief Information Officer.....	Rod Brown	
Interim Chief Information Officer.....	Walter Lagrone	
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.....	Vacant	
Attorney, Transactions Division.....	Elizabeth Winn	
Attorney, Transactions Division.....	Mary Etta Gerhardt	
Attorney, Transactions Division.....	Barbara Wilson	
Attorney, Transactions Division.....	Jim Connolly	
Attorney, Transactions Division.....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson	
Purchasing Agent.....	Cyd Grimes, C.P.M., CPPO	

Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV CW Bruner, CTP
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Diana Gonzalez.....	12/16/12
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division.....	Tamara Armstrong.....	03/30/13
Executive Assistant.....	Lori Duarte	06/15/13
Chief Information Officer.....	Joe Harlow.....	07/31/13
County Auditor	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13

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

EXHIBIT 2
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

ATTACHMENT E
CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ___YES ___NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized

ATTACHMENT F

PROPOSAL

RFS # 1208-005-ML

Drug and Alcohol Testing Services for Travis County

Offeror Name: MEC Associates of Austin, LLC; dba: Pro Med Medical Care Centers

Offeror Contact: Amber Lively
2000 W Anderson Ln
Austin, TX 78757
PH: 512-459-4367
Email: amber@promedaustin.com

Date of proposal: 10/17/12

Pro Med Medical Care Center
2000 W Anderson Ln
Austin, TX 78757

October 2, 2012

Travis County Purchasing Office
700 Lavaca, 8th Floor
Austin, TX 78701

Dear Purchasing Agent and Travis County representatives:

Pro Med Medical Care Centers is submitting the attached bid for RFS 1208-005-ML to provide drug screen and alcohol services for Travis County. Pro Med Medical Care Center has provided drug screen and alcohol services to companies since 1977 and is dedicated to providing timely services without compromising the quality and efficiency in services needed for Travis County.

There are three Pro Med Medical Care Centers conveniently spread across the Austin area that can perform the DOT and NonDOT drug screens and alcohol tests seven days a week with our extended hours including holiday hours as listed in. All collectors are SAMSHA certified to perform drug screen collections and breath alcohol tests. We use Clinical Reference Laboratory, a NIDA/SAMSHA certified laboratory for all Travis County drug screens.

Sincerely,

Amber Lively
Account Manager

RFS# 1208-005-ML

2.3.1 Pro Med has three clinics with DOT certified collectors who will be performing drug screen and/or alcohol services for Travis County. There will always be someone on staff for same-sex witnessed collections and Spanish speaking interpreters as needed. We have contacts at each clinic for specific needs or issues as they arise.

Pro Med Clinics have 3 MRO on staff for positive drug screen results. Dr. Casey Cochran has been Pro Med's MRO for over 25 years and Cathy Bradford is the MRO assistant who has been in her position for 15 years and with Pro Med for over 20 years.

2.3.2 Pro Med Medical Care Center has been providing drug and alcohol testing services for 35 years to clients in the greater Austin area. Pro Med Clinics setup individual protocols for each Travis County division allowing for specific instructions, billing, and reporting methods for each unique needs. We have provided drug screen and alcohol services to clients that have the same or similar needs

2.3.3 Pro Med Medical Care Center does not intend to subcontract any of the work under Scope of Services to another company.

2.4 Offeror References: See attached Reference Sheet

2.5 Description of Offeror: Pro Med Medical Care Center

There are three Pro Med Medical Care Centers conveniently spread across the Austin area that can perform the drug and alcohol tests for RFS# 1208-005-ML seven days a week with our extended hours, including some holiday hours. (See below for addresses and corresponding hours of operation). There are male and female SAMSHA certified collectors for all collections needed as well as bilingual staff for translation when needed.

Pro Med Medical Care Center 13831 U.S. Hwy 183 N Austin, TX 78750 Ph: 512/250-0424 Fx: 512/219-0192	Pro Med Medical Care Center 2000 W. Anderson Lane Austin, TX 78757 Ph: 512/459-4367 Fx: 512/459-8353	Pro Med Medical Care Center 3801 S. Lamar Blvd Austin, TX 78704 Ph: 512/447-9661 Fx: 512-444-6852
--	---	--

Hours :

Monday-Friday, 8am-10pm
Saturday, 9am-9pm
Sunday, 9am-5pm

Hours:

Monday-Friday, 8am-10pm
Saturday, 9am-5pm
Sunday, Closed

Hours:

Monday-Friday, 8am-10pm
Saturday, 9am-9pm
Sunday, 9am-5pm

Pro Med Medical Care Center has xx staff employees at all three locations that can perform the drug screen and alcohol services to Travis County. We will provide copies of applicable licenses and certifications for collectors on an as needed basis.

2.6 Offeror Representative:

Amber Lively, Account Manager

2000 W Anderson Ln

Austin, TX 78757

Ph: 512-459-4367

Email: amber@promedaustin.com , additional email: clientservices@promedaustin.com

**TRAVIS COUNTY
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the quote

RFS: 1208-005-ML

OFFEROR'S NAME: PRO MED MEDICAL CARE CENTER DATE: 10/10/12

Pro Med Medical Care Clinics has provided DOT and NonDOT drug and alcohol services since 1977. The following are references of companies that we provide drug and alcohol services for:

1. Austin American Statesman
PO BOX 670
Austin, TX 78767
Contact: Rudy Estrada, 912-2540
2. Del Valle ISD
7701 Burleson Rd
Austin, Tx 78744
Gloria Fernandez, 386-3151
3. Champion Site Prep
455 Hwy 195
Georgetown, TX 78628
Christy Hammon, 512-863-3453
4. Dynamic Materials
3317 N HWY 620
Austin, Tx 78734
Contact: Peggy Fullmer, 327-2043
5. Austin Radiological Association
6101 W Courtyard Dr, Bldg 5
Austin, Tx 78765
Contact: Tom Ratcliff, Ph: 512/795-5100

Pro Med Medical Care Center MRO for Travis County:

- **Dr. Casey Cochran, D.O., P.A.: Dr. Cochran has been a MRO for 25 years**
- **Dr. Rashad Saeed, D.O., P.A.**
- **Dr. MacConnell, M.D., P.A.**

RFS#1208-005-ML

PART II, SECTION C, FEE SCHEDULE**DOT Testing UNOBSERVED****Cost per Test/Service****In Clinic:**

1. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines)
2. Breath alcohol test

\$ 37.00\$ 25.00**On Site:**

3. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines)
4. Breath alcohol test

\$ N/A\$ N/A**NON-DOT Pre-Employment Testing**

5. (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone and Ethanol)
6. Provider Travels to County to perform testing (fee per visit)

\$ 32.00\$ 32.00 (plus \$50 per hour per collector)**NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program**

7. **TYPE I** - (Amphetamines, Cannabinoids Cocaine, Opiates)
8. **TYPE II** - (Amphetamines, Methadone (Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene

\$ 24.00\$ 24.00**NON-DOT Countywide UN-OBSERVED**

9. Drugs plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone plus Ethanol)
10. Expedited Results (4 Hours) *Rapid Test (is only way for a negative result within 4 hours)*
11. Expedited Results (within 24 hours)

\$ 32.00\$ \$29.00 - rapid\$ most negative results*are sent within 24 hours if specimen is collected before 3pm, M-Th.*

RFS#1208-005-ML

NON-DOT UNOBSERVED

12. **TYPE I** – Amphetamines, Cannabinoids, Cocaine, Opiates and Ethanol \$ 32.00
13. **TYPE II** – (Barbiturates, Benzodiazepines, Cannabinoids, Opiates, Ethanol) \$ 32.00

HHSD/Child Protective Services Testing OBSERVED

14. (Amphetamines, Cocaines, Opiates, Cannabinoids, Benzodiazepines, Barbiturates, Phencyclidine, Phropoxyphene, 2nd (GL/MS) and another LAB and MRO, Ethanol) \$ 32.00

MISCELLANEOUS TESTING

15. Eye Scanning (PassPoint or equal) 15 \$ N/A
16. Hair Testing 16 \$ N/A - collection only
17. Oral Fluid Testing 17 \$ N/A
18. Nail Testing 18 \$ N/A
19. Drug Patch 19 \$ N/A
20. ETG/ETS Testing 20 \$ 32.00
21. K2/Spice Testing 21 \$ 45.00
22. Bath Salt Testing 22 \$ 60.00
23. Ambien Testing 23 \$ N/A

CONFIRMATION TESTING

21. Amphetamine Confirmation Test (GC/MS) s included
22. Barbiturate Confirmation Test (GC/MS) s included
23. Benzodiazepines (BZE) Confirmation Test (GC/MS) s included
24. Cocaine Confirmation Test (GC/MS) s included

RFS#1208-005-ML

- 25. Opiate Confirmation Test (GC/MS) \$ included
- 26. Phencyclidine Confirmation Test (GC/MS) \$ included
- 27. Cannabinoids (THC) Confirmation Test (GC/MS) \$ included
- 28 Phropoxyphene Confirmation Test (GC/MS) \$ included
- 29. Ethanol (Alcohol) \$ included
- 30. 2nd (GC/MS) & another LAB and MRO \$ 200.00

TRAVEL TO PERFORM ON-CALL TESTING

- 31. Between 6:00 p.m. and 7:00 a.m. Monday through Friday (non Holiday weekdays) or Holidays and weekends 24 hour emergency on-site response \$ N/A

EXPERT WITNESS

- 32. Expert Witness (Hourly Rate) \$ 150/hour

MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

- 33. SPANISH Speaking Interpreter on-site while Testing Center Open Per Hour Rate between the hours of 7:00 – 6:00 (for the Short Program/Drug Diversion Court Only) \$ No charge - Pro med has Spanish speaking interpreters between 8am + 10pm M-F, 9am - 5pm Saturdays, 9am - 5pm* at 2 locations
- 34. Notification via daily sign-in sheets faxed to the following two Departments ONLY: SHORT Program/Drug Diversion Court And Pretrial Services Program. Daily cost for each department

Whenever open, will have **both** the required qualified man and required qualified woman for direct observed testing on their respective counterparts? Yes No

Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory used? Yes No

Location, contact person, phone number and address of all available clinics and hours of service at each location:

see attached letter: Pro med clinic location information

List kinds of identification client must bring:

- 1) Photo ID
- 2) Authorization Form (if required by department/division)
- 3) If patient is responsible for drug screen and/or alcohol test they must provide payment in form of cash, credit card, or money order

List method of reporting to client:

Email, Fax, mail, or phone call based on protocol setup by each department/division. Each department sets the contact protocol and desired reporting method.

List Corporate Office Address:

Pro Med Medical Care Clinic
3801 S Lamar Blvd
Austin, TX 78704

Pro Med Clinic Locations, Hours, and Contacts for Fee Schedule

Pro Med Medical Care Center

13831 U.S. Hwy 183 N
Austin, TX 78750
Ph: 512/250-0424
Fx: 512/219-0192

Hours :

Monday-Friday, 8am-10pm
Saturday, 9am-9pm
Sunday, 9am-5pm
Contact: JL Rodriquez

Pro Med Medical Care Center

2000 W. Anderson Lane
Austin, TX 78757
Ph: 512/459-4367
Fx: 512/459-8353

Hours:

Monday-Friday, 8am-10pm
Saturday, 9am-5pm
Sunday, Closed
Contact: Cathy Bradford

Pro Med Medical Care Center

3801 S. Lamar Blvd
Austin, TX 78704
Ph: 512/447-9661
Fx: 512-444-6852

Hours:

Monday-Friday, 8am-10pm
Saturday, 9am-9pm
Sunday, 9am-5pm
Contact: Lori Dieter

For all clinics you can also contact Amber Lively at 512-459-4367 or email: amber@promedaustin.com

RFS# 1208-005-ML

ATTACHMENT 1

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: 10/11/12

Name of Affiant: Amber Lively

Title of Affiant: Account Manager

Business Name of Offeror: MEC ASSOCIATES OF AUSTIN, LLC dba: ProMed Medical Care Center

County of Offeror: Travis County

Affiant on oath swears that the following statements are true:

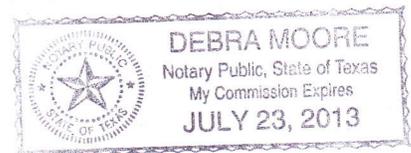
1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror 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 Exhibit B.

Amber Lively
Signature of Affiant

3801 S Lamar Blvd
Austin, TX 78704
Address

SUBSCRIBED AND SWORN TO before me by Amber Lively on 10/15, 2012

Notary Public, State of Texas



Typed or printed name of notary

Debra Moore

My commission expires:

July 23, 2013

RFS#1208-005-ML

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION

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

<input type="checkbox"/> COMMODITIES	Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall WBE Goal: 6.2%
<input type="checkbox"/> CONSTRUCTION	Overall MBE Goal: 13.7%	Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	Overall WBE Goal: 13.8%
<input checked="" type="checkbox"/> SERVICES	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	Overall WBE Goal: 15.0%
<input type="checkbox"/> PROFESSIONAL SERVICES	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

SECTION 1 BIDDER AND SOLICITATION INFORMATION

Bidder Company Name: MEC Associates of Austin, LLC State of Texas VID#: _____

Address: 3801 S Lamar Blvd City: Austin State: TX Zip Code: 78704

Contact: Amber Lively Phone No.: 512 459 4367 Fax No.: 512 459 5046 E-mail: amber@medaustfil.com

Project Name: _____ Total Bid Amount: _____ Solicitation #: 1208-005-ML

Is your company a certified HUB?
 Yes No

Indicate Gender & Ethnicity:
 State of Texas (HUB) City of Austin Texas Unified Certification Program (M/WBE) (TUCP) (DBE)

Definitions:

The Hub policies of Travis County Purchasing Office (M/WBE) to minority and Good Faith Effort (GFE) to set aside DBE-certified HUBs and enter

receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

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

SECTION 2 SUBCONTRACTING INTENTIONS N/A

Percentage to be subcontracted to Certified HUBs:

Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
--------------------	-----------------------	--------------------	-----------------------

Check the box that applies to the Bidder:

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

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

We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)

RFS#1208-005-ML

SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS (Duplicate as needed)			
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement. Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.			
Sub Company Name: N/A		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name: N/A		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name: N/A		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name: N/A		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS(Duplicate as needed)
Page 634400001192 Drug and Alcohol Testing Services Travis County
Travis County exercises the right to verify subcontractors listed on this project.

Sub Company Name:		State of Texas VID#: RFS#1208-005-ML	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	

Certifying Agency (Check all applicable): <input type="checkbox"/> State of Texas (HUB) <input type="checkbox"/> City of Austin (M/WBE) <input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
--

SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST

If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.

- | | |
|--|--|
| <input type="checkbox"/> All subs to be utilized are "Non-HUBs." | <input type="checkbox"/> HUBs solicited did not respond. |
| <input type="checkbox"/> HUBs solicited were not competitive. | <input checked="" type="checkbox"/> HUBs were unavailable for the following trade(s): <i>labs for drug test.</i> |

RFS#1208-005-ML

SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST

The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.

Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.

Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation?
The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)

If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued?
If yes, provide a copy of the rejection letter.

Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.

Bidder has (0) zero HUB participation. Provide an explanation *No services to subcontract out for these services.*

SECTION 7 RESOURCES

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES		CERTIFYING AGENCIES VENDOR DATABASE WEBSITES	
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

RFS#1208-005-ML

SECTION 8		AFFIRMATION	
<p>As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.</p> <p>Bidder understands and agrees that, if awarded any portion of the solicitation:</p> <ul style="list-style-type: none"> ▪ The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator. ▪ The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us. ▪ Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder. 			
Name and Title:	Amber Lively, Account Manager	Date:	10
E-mail Address:	amber@promed.austin.com	Signature:	Amber Lively
Provide contact information for the individual in your office who will handle invoicing for this project:			
Name and Title:	Amber Lively, Account Manager	E-mail Address:	amber@promed.austin.com
Phone No.:	512 459 4307	Fax No.:	512 459 5648
Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.			

RFS# 1208-005-ML

EXHIBIT B
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

**RFS NUMBER S1208-005-ML, Professional Drug and Alcohol Testing Services
Issued September 19, 2012 and Closed October 17, 2012**

ArcPoint Labs	Pro Med Medical Care Center	Concentra Medical Centers	Source 1 Solutions	ProResults	Pharmatech
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DOT Testing UNOBSERVED

1	In Clinic - Split sample urine drug screen (CanN/Abinoids, Cocaine, Opiates, Phencyclidine, Amphetamines)	\$25.50	\$37.00	\$47.00	\$55.00	\$47.00	\$45.00
2	In Clinic - Breath alcohol test	\$22.00	\$25.00	\$26.00	\$35.00	\$27.00	\$35.00
3	On Site - Split sample urine drug screen (CanN/Abinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines)	\$40.00	N/A	47.00 + onsite fee	\$75.00	\$52.00	\$125.00
4	On Site - Breath alcohol test	\$37.00	N/A	26.00 + onsite fee	\$45.00	\$52.00	\$125.00

NON-DOT Pre-Employment Testing

5	Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, CanN/Abinoids, Propoxyphene, Methadone and Ethanol)	\$29.50	\$32.00	\$38.00	\$41.00	\$32.00	\$45.00
6	Provider Travels to County to perform testing (fee per visit)	\$45.00	32.00 (plus \$50/hr per collector	35 /hr	\$75.00	\$52.00	75.00/per visit

NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program

7	TYPE I - Amphetamines, Methadone, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, CanN/Abinoids, Propoxyphene and Ethanol	\$22.00	\$24.00	\$38.00	\$40.00	\$26.00	\$55.00
8	TYPE II - (Amphetamines, Methadone, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, CanN/Abinoids and Propoxyphene)	\$27.00	\$24.00	\$38.00	\$40.00	\$30.00	\$60.00

NON-DOT UN-OBSERVED Countywide

9	Drugs, plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, CanN/Abinoids, Propoxyphene, Methadone plus Ethanol)	\$29.50	\$32.00	\$38.00	\$41.00	\$32.00	\$55.00
10	Expedited Results (4 Hours)	n/a	29.00 *see fee schedule for more information	N/A	N/A	see addendum	N/A
11	Expedited Results (within 24 hours)	no charge	*see fee schedule for addl info	N/A	N/A	see addendum	N/A

NON-DOT UN-OBSERVED

12	TYPE I - (Amphetamines, CanN/Abinoids, Cocaine, Opiates and Ethanol)	\$22.00	32.00	\$38.00	\$41.00	\$26.00	\$45.00
13	TYPE II - (Barbiturates, Benzodiazepines, CanN/Abinoids, Opiates and Ethanol)	\$22.00	\$32.00	\$38.00	\$41.00	\$26.00	\$45.00

HHSD/Child Protective Services Testing OBSERVED

14	Amphetamines, Cocaine, Opiates, CanN/Abinoids, Benzodiazepines, Barbiturates, Phencyclidine, Phropoxyphene, 2nd (GL/MS) and another LAB and MRO, Ethanol	\$32.00	\$32.00	\$38.00	41.00 *testing only \$250.00 (2nd lab)	\$32.00	\$65.00
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MISCELLANEOUS TESTING

15	Eye Scanning (PassPoint or equal)	Environmental Surface testing for drug production/consumption \$85.00/room	N/A	N/A	N/A	see addendum	N/A
16	Hair Testing	see fee schedule	N/A	\$80.00	\$80.00	see addendum	N/A
17	Oral Fluid Testing	6 panel \$18.50	N/A	N/A	\$36.00	\$47.00	\$55.00
18	Nail Testing	see fee schedule	N/A	N/A	N/A	see addendum	N/A

**RFS NUMBER S1208-005-ML, Professional Drug and Alcohol Testing Services
Issued September 19, 2012 and Closed October 17, 2012**

		ArcPoint Labs	Pro Med Medical Care Center	Concentra Medical Centers	Source 1 Solutions	ProResults	Pharmatech
19	Drug Patch	\$65.00	N/A	N/A	N/A	see addendum	N/A
20	ETG/ETS testing	\$40.00	\$32.00	N/A	\$95.00	\$52.00	\$35.00
21	K2/Spice Testing	see fee schedule	\$45.00	N/A	N/A	\$66.00	\$50.00
22	Bath Salt Testing	\$63.00	\$60.00	N/A	\$192.90	\$81.00	\$50.00
23	Ambien Testing	\$95.00	N/A	N/A	\$55.00	189.00 (unless combined w/other standard testing then \$69.00)	N/A

CONFIRMATION TESTING

23	Amphetamine Confirmation Test (GC/MS)	\$24.00	included	included	\$40.00	\$30.50	\$25.00
24	Barbiturate Confirmation Test (GC/MS)	\$24.00	included	included	\$40.00	\$28.50	\$25.00
25	Benzodiazepines (BZE) Confirmation Test (GC/MS)	\$24.00	included	included	\$40.00	\$28.50	\$25.00
26	Cocaine Confirmation Test (GC/MS)	\$24.00	included	included	\$40.00	\$28.50	\$25.00
27	Opiate Confirmation Test (GC/MS)	\$24.00	included	included	\$40.00	\$28.50	\$25.00
28	Phencyclidine Confirmation Test (GC/MS)	\$24.00	included	included	\$40.00	\$28.50	\$25.00
29	CanN/Abinoids (THC) Confirmation Test (GC/MS)	\$24.00	included	included	\$40.00	\$28.50	\$25.00
30	Phropoxyphene Confirmation Test (GC/MS)	\$24.00	included	included	\$40.00	\$28.50	\$25.00
31	Ethanol (Alcohol)	\$24.00	included	included	\$40.00	\$28.50	\$50.00
32	2nd (GC/MS) & another LAB and MRO	\$24.00	\$200.00	\$200.00	\$250.00	\$100.00	\$150.00

TRAVEL TO PERFORM ON-CALL TESTING

33	Between 6:00 p.m. and 7:00 a.m. Monday through Friday (non Holiday weekdays) or Holidays and weekends 24 hour emergency on-site response	75/1st hr \$50.00/2nd Hr	N/A	250.00 (addl fees may appl)	N/A	100/hr	150.00/hourly
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EXPERT WITNESS

34	Expert Witness (Hourly Rate)	\$300.00	\$150.00	350.00 + expenses	350.00/ 3 hr min	\$125.00	100.00/hr
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MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

35	SPANISH Speaking Interpreter on-site while Testing Center Open Per Hour Rate between the hours of 7:00 - 6:00 (for the Short Program Only)	\$15.00	NC	no addl fee	N/A	see fee schedule	75.00/hr
36	Notification via daily sign-in sheets faxed to the following two departments ONLY: Short Program /Drug Diversion Court and Pretrial Services Program. Daily cost for each Department	no charge		no addl fee	N/A	no charge	

MISCELLANEOUS QUESTIONS

	Whenever open, will have both the required qualified man and required qualified woman for direct observed testing on their respective counterparts? (YES or NO)						
	Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory used? (YES or NO)						

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

ARCPOINT LABS OF AUSTIN

FOR

DRUG AND ALCOHOL SERVICES

CONTRACT NO. 4400001190



Travis County Purchasing Office

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II. DEFINITIONS

1.0 DEFINITIONS

In this Agreement,

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

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.

1.4 "Parties" mean Travis County and/or Contractor.

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

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

1.5.2 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;

but does not include:

1.5.3 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;

1.5.4 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 and individuals with similar risks as determined by "Contractor" in the ordinary course of its business; and

1.5.5 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.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Contract and marked Attachment D.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Option to Extend: County may unilaterally extend this Contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

2.3 Termination. COUNTY may terminate this Contract at any time by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements. CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the TRAVIS COUNTY DEPARTMENTS/OFFICES and may rely on all factual information supplied by the TRAVIS COUNTY DEPARTMENTS/OFFICES in response to these requests. However TRAVIS COUNTY DEPARTMENTS/OFFICES shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR'S compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 the client reference Number, (client name)
- 4.4.3 type of service in accordance with Attach. B.
- 4.4.4 the total amount being requested
- 4.4.5 date of collection

Original invoices shall be sent to: **See Part II, Section D, for the list of County Department addresses.**

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, 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:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Debarment, Suspension and Other Responsibility Matters. Certification under this Section 4.9 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." CONTRACTOR, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

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

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

Where CONTRACTOR is unable to certify to any of the statements in this Section 6.9, CONTRACTOR shall provide an 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.

4.10 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.

4.11 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.12 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Parent Coaching & Assessments Services 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 right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR.

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the County Department with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise CONTRACTOR as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 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, 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.

7.2 Warrants. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; 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

herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.1 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.1.1 Attachment A – Scope of Services
- 7.7.1.2 Attachment B – Fee Schedule
- 7.7.1.3 Attachment C – Insurance Requirements
- 7.7.1.4 Attachment D – Ethics Affidavit
- 7.7.1.5 Attachment E - Debarment
- 7.7.1.6 Attachment F - Proposal

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement 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 herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Travis County Departments

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

ARCpoint Labs of Austin
2900 Interstate 35 South, Ste 110
Austin, TX 78704

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The Department designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Department designee shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The Department designee may designate representatives to transmit instructions and receive information.

7.11 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, 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 void. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the CONTRACTOR must submit a written notice to the Purchasing Agent with a copy to the Department designee within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the CONTRACTOR within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the CONTRACTOR's satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Department designee. 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.

7.12 Mediation. If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to Section 7.11, CONTRACTOR shall notify the Executive Manager, 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, 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.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other CONTRACTORS as reasonable and necessary and as required by the Travis County Departments/Offices.

7.14 Independent CONTRACTOR. The parties expressly acknowledge and agree that CONTRACTOR is an independent CONTRACTOR, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent CONTRACTOR. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, 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.

7.19.2 Number and Gender. Words of any gender in this Agreement 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 Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement 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 Agreement.

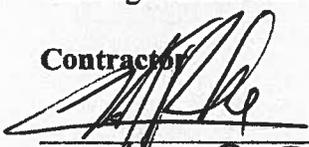
7.20 Conflict of Interest Questionnaire:

If required by Chapter 176, Texas Local Government Code, the CONTRACTOR shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The CONTRACTOR shall update this Questionnaire by September 1 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 a 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 a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Contractor 

Travis County

By: Kelly R. Broome
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 11/15/12

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Funds Verified By:

County Auditor

Approved by Purchasing:

Cyd Grimes, C.P.M., CPPO, Purchasing Agent

ATTACHMENT A**SCOPE OF SERVICES****SECTION A- TECHNICAL REQUIREMENTS-ALCOHOL TESTING****CONTRACTOR MUST:**

- 1.1 Provide trained breath alcohol technician(s) (BAT) to conduct evidential breath testing (EBT), including random selection for EBT, in compliance with Department of Transportation (DOT) regulations and 49 CFR, Parts 40 and 382, as amended.
- 1.2 Use EBT devices which are listed on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List (CPL) and meet the requirements for confirmation testing.
- 1.3 Provide in-clinic facilities that afford visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results and ensure that individuals tested at the specified Travis County on-site locations listed in Part II, Section B, Paragraph 2.17 are afforded similar privacy.
- 1.4 Provide all necessary equipment, personnel, and materials for EBT at the Contractor's location where testing is conducted and at the specified Travis County on-site testing locations.

PART II - SECTION B - TECHNICAL REQUIREMENTS - DRUG TESTING

- 1.0 **REQUIRED STANDARD OF WORKMANSHIP** Unless otherwise specifically provided for in this contract, the quality of all services rendered under it must conform to the highest standards in the relevant profession, trade or field of endeavor. All services must be rendered or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law or regulation. The regulations under which this testing is to be performed are provided (taken from the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Drug Testing Program," and the Department of Transportation (DOT) "Mandatory Guidelines for Commercial Driver's License (CDL)", as published and updated in the Federal Register. In this document these rules are referred to as "DHHS Guidelines" and "DOT Guidelines."
- 2.0 **TECHNICAL DEFINITIONS** For purposes of these Technical Requirements the following definitions are adopted:
- 2.1 ALIQUOT - A portion of a specimen used for testing.
- 2.2 BATCH - A group consisting of samples, calibrators, controls, and blind quality control specimens that is run in the same time frame under the identical assay conditions, including the technician, reagents, and instruments.
- 2.3 BZE - Benzoyllecgonine is a metabolite of cocaine that is identified and quantified in the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation test for cocaine metabolites.
- 2.4 CALIBRATORS - A certified negative human urine containing known quantities of drug and drug metabolites used to calibrate the relevant laboratory instruments.
- 2.5 CHAIN-OF-CUSTODY FORM - An approved DHHS or DOT external chain-of-custody document that tracks the handling and storage of each forensic urine specimen from time of collection to final disposition and includes entries documenting date, printed name that is clear and legible, original signature of person, purpose for handling or transfer of specimens or aliquots for every person into whose custody the specimen is transferred.
- 2.6 CONFIRMATORY TEST - A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time GC/MS or LC/MS are the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

- 2.7 CONTROLS - Known amounts of drug or drug metabolites spiked into a certified human negative urine which are used to validate calibration of an instrument, precision and accuracy of the procedure, and the performance of the technician.
- 2.8 THCA - Delta-9-Tetrahydrocannabinol-9Carboxylic Acid is a metabolite of delta-9-tetrahydrocannabinol (the major psychoactive compound of marijuana) that is identified and quantified in the GC/MS confirmation test for marijuana metabolites.
- 2.9 INITIAL TEST - An immunoassay screening test to eliminate "negative" urine specimens from further testing and identifies "presumptive" positive specimens for further testing and may use the Enzyme Multiple Immuno Technique.
- 2.10 LIMIT OF DETECTION - Three (3) standard deviations more than the mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.11 LIMIT OF QUANTITATION - The mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.12 MRO - A medical review officer who is a licensed physician responsible for receiving laboratory results generated by the Travis County drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive test result with the medical history and any other relevant biomedical information of the person who provided the specimen.
- 2.13 NON-DOT TESTING - Special drug and alcohol screens for Travis County Sheriff's Office and Travis County Drug Diversion Court not required by, or conducted under, DHHS or DOT guidelines. Non-DOT testing includes Non-DOT pre-employment testing, Non-DOT Drug Diversion Court testing, Non-DOT Pretrial Services Testing and HHSD/CPS.
- 2.14 NON-DOT PRE-EMPLOYMENT TESTING - A test for 10 specified drugs and/or their metabolites. These tests will be administered before employment in certain safety-sensitive positions within the Travis County Sheriff's Office. The specific drugs to be tested for and their respective presumptive cut-off levels are listed in Section 6.0.
- 2.15 NON-DOT DRUG DIVERSION COURT TESTING - These tests are of two types, Type I and Type II, each for 5 specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as a condition of probation or deferred adjudication as ordered by the Travis County Drug Diversion Court. The specific drugs to be tested for and their respective presumptive cut-off levels

for both Type I and Type II tests are listed in Section 6.0. (on fee schedule items 7 & 8).

- 2.16 NON-DOT PRETRIAL SERVICES TESTING - These tests are of two types, Type I and Type II, each for five (5) specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as condition of pretrial releases ordered by the Travis County Pretrial Services department. The specific drugs to be tested for and their respective presumptive cut-off levels for both Type I and Type II tests are listed in section 6.0 (on fee schedule items 12 & 13)
- 2.17 SECRETARY - The Secretary of Health and Human Services or the Secretary of Transportation in regards to issues which affect their respective drug testing programs. The Secretary may designate an individual from a recognized organization (to include a Contractor) to act on her/his behalf in the implementation of these DOT or DHHS Guidelines.
- 2.18 TRAVIS COUNTY ON-SITE TESTING LOCATIONS - Random drug and alcohol screening tests will be regularly conducted by the Contractor at the following Travis County locations:
- 2.18.1 TNR Satellite One Office - 9301 Johnny Morris Road, Austin, TX 78724
- 2.18.2 TNR Westside Service Center - 1405 FM 620 North, Austin, TX 78732
- 2.18.3 TNR Satellite Four Office - 5412 Lockhart Highway, Austin, TX 78744
- 2.18.4 Travis County Jail - 1000 San Antonio Street, Austin, TX 78701
- 2.18.5 Travis County Correctional Complex - 3614 Bill Price Road, Del Valle, TX 78617

3.0 **SCOPE OF WORK:**

- 3.1 The Contractor must provide all labor, facilities, equipment and material to perform the initial test for the detection of marijuana metabolites and cocaine metabolites on all urine specimens submitted, and additionally perform the initial test for opiates, phencyclidine and amphetamines on individually requested specimens.
- 3.2 The Contractor must provide all labor, facilities, equipment and material to perform GC/MS confirmation tests on all specimens that are screened positive by the initial test.
- 3.3 The Contractor must provide a method for identifying interfering substances which prevent the initial test, such as contaminants, adulterants, or other masking

- agents; and provide any special testing necessary to support the laboratory's results.
- 3.4 The Contractor must conduct additional GC/MS testing to identify 6 methamphetamine and Dextros and Levo when consistent with DHHS and/or DOT guidelines.
 - 3.5 All laboratory analysis will be provided in accordance with all DOT regulations and the DHHS procedures and 49CFR, Parts 40 and 382.
 - 3.6 Urinalysis will be conducted with an initial test to eliminate negative urine specimens from further analysis.
 - 3.7 Positive initial test results will be confirmed by conducting GC/MS method of analysis.
 - 3.8 The initial test and positive confirmatory test will be done by the same laboratory. Where a Travis County employee requests additional testing following a positive confirmatory test, such testing on another aliquot will be conducted by a different laboratory, certified by the DHHS, and as directed by the MRO.
 - 3.9 Remaining aliquots must be retained in frozen storage for 60 days after the date on which the laboratory acquires it.
 - 3.10 The Contractor must provide an MRO.
 - 3.11 Contractor will provide a scientific method for random selection of County commercial drivers for drug and alcohol testing. Data for input into the random selection data base will be provided by the County. Random lists must be generated and distributed to the County at least monthly or on a more frequent basis as requested.
 - 3.12 Contractor must provide to the County copies of records, and databases developed and maintained by the Contractor as part of the activities under the contract and must deliver them to the County quarterly or upon request. The records and databases must be provided both in paper form and in Excel electronic format.
 - 3.13 Contractor and subcontractors must accommodate the identification procedures required by the various county departments utilizing the Contractor services to verify identity of the person that gives the specimen.
 - 3.14 The Contractor is required to maintain and use a system of safeguarding County records which identify County personnel and any other information received in the performance of this contract, to ensure the highest level of privacy for County employees. Contractor shall provide all services required in a manner that would

comply with the Privacy Act, 5 U.S.C. 552a and Section 503 of Public Law 100-71, if Contractor were an entity bound to comply with these laws.

The Contractor and its employees shall not hold any discussion or release any information or data pertaining to the Travis County Alcohol and Drug Testing Program without the prior written approval of the Coordinator. This restriction applies to all releases of information to the public, industry, or government organizations.

- 3.15 The principal and other key personnel responsible for the project and named in the Contractor's proposal may not be removed from the program or have their time substantially decreased without prior approval of the County. Replacement personnel must have equivalent qualifications to the persons named and are subject to approval by the County.
- 3.16 Contractor must, upon request, pick up urine specimens collected by the Travis County Sheriff's Office within two hours of a request at 1000 San Antonio Street, Austin, Texas 78701.
- 3.17 **THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT AND THE JUVENILE DRUG COURT** will require Confirmation Test only. Initial screens are provided by the Departments personnel. Chain of custody procedures and forms must be provided to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT. THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT personnel will adhere to the Chain of Custody Procedures and deliver specimen to the Contractor for confirmation testing.

Contractor shall report results to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT within 72 hours of delivery, by fax which must be followed with notification via regular mail containing the MRO's certification of the results and a certified copy of the chain of custody form.

The Family Drug Treatment Court will occasionally require a Confirmation Test only.

- 3.18 CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each Client served by CONTRACTOR, the type of Service provided by CONTRACTOR, the total tests provided by CONTRACTOR, the hourly fee assessed for each Service provided by CONTRACTOR (expert witness), the name of the Provider and the total amount of payment requested for each Client. **Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR's representative. A list of County Departments which invoices should be sent can be found in Part II, Section D, Attachment D.**

4.0 **PROCEDURE MANUAL**

- 4.1 The laboratory must have a procedure manual which includes the principles of each test; preparation of reagents, calibrators and controls; methods used to determine limit of detection, limit of quantization, and linearity; calibration procedures; derivation of results; linearity of methods; cutoff values, mechanisms for reporting results; controls; criteria for unacceptable specimens and results; remedial actions to be taken when the test systems are outside of acceptable limits; reagents and their expiration dates; and references. Copies of all procedures and dates on which they are in effect must be maintained as part of the manual.
 - 4.2 Laboratory calibrators and controls must be prepared with pure drug reference standards, whenever possible from two different sources, or from at least two different lot numbers. The labels on these reagents must contain the following information: preparer; content; concentration; date when received, opened, prepared; content and concentration; and expiration date. The analytical data used to certify calibrators, controls, and human negative urine must be available for inspection.
 - 4.3 Instruments and equipment:
 - 4.3.1 Volumetric pipettes and measuring devices must be calibrated and certified for accuracy or be checked by gravimetric, colorimetric, or other verification procedure. Automatic pipettes and dilutors must be checked for accuracy and reproducibility before being placed in service and checked periodically after that.
 - 4.3.2 There must be written procedures for certification of new instruments, procedures for instrument set-up and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks, and instructions for major trouble shooting and repair. Contractor must maintain records on preventive maintenance and make these records available upon request.
 - 4.4 There must be written procedures for the actions, remedial and otherwise, to be taken when systems are out of acceptable limits, or discrepancies or errors are detected. There must be documentation in the form of Memorandum for the Record that these procedures are followed and that all necessary corrective actions are taken.
 - 4.5 The laboratory must have at least one qualified, experienced, and established forensic toxicologist to provide expert testimony in Travis County legal, administrative or disciplinary proceedings involving urinalysis cases.
- 5.0 **SPECIFIC TESTING** Specimens submitted must be initially tested for THC, BZE, opiates, phencyclidine and amphetamines. When conducting either initial or confirmatory tests, every batch must contain an appropriate number of standards for calibrating the

instrumentation and a minimum of 10 percent controls. Both internal blind quality control and external blind performance test samples must be true blind samples and not discernible to laboratory analysts.

6.0 INITIAL DRUG TEST PROCEDURES

- 6.1 For the DOT program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the DOT program must be screened for the following 5 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Cannabinoids (THC)	50 ng/ml
Benzodiazepines (BZE)	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	1,000 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.2 For the Non-DOT pre-employment testing program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT pre-employment testing program must be screened for the following 10 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids	20 ng/ml
Propoxyphene	300 ng/ml
Methadone	300 ng/ml
Ethanol	10 ng/dl

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.3 For the Non-DOT Drug Diversion Court (SHORT Program) Direct Observation testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type I testing program must be screened for the following 4 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.4 For the Non-DOT Drug Diversion Court (SHORT program) and the Juvenile Probation Department, Direct Observation testing - Type II program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type II testing program must be screened for the following 8 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.5 For the Non-DOT Juvenile and other miscellaneous Travis County Offices, Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

- 6.6 For the Non-Dot Pretrial Services Unobserved testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type I testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.7 For the Non-Dot Pretrial Services Unobserved testing - Type II program, all specimens must be screened using approved immunoassays that meet the

requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type II testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.8 For the Non-DOT Countywide Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

7.0 **CONFIRMATORY TEST PROCEDURES**

- 7.1 All confirmation testing must be performed using GC/MS, applying the procedures for each drug and/or metabolite(s) outlined in this section. All confirmation testing must be by quantitative analysis. Concentrations that exceed the linear region of the standard curve value may be diluted. If diluted, the dilution factor must be considered when calculating the actual drug content of the specimen. If the specimen is not diluted, the concentration of the specimen will be the actual determined value of the specimen. Limit of detection should be

determined for each GC/MS instrument. The limit of quantization should be determined for each GC/MS instrument.

7.2 The Cannabinoids (THC) confirmation test must meet the additional following parameters:

- 7.2.1 The target compound is THC,
- 7.2.2 A deuterated analog of THC with a certified purity confirmed by the laboratory is the internal standard, and
- 7.2.3 A positive report based on a forensically accepted GC/MS technique which indicates the presence of THC in a concentration greater than or equal to 15 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and one positive.

7.3 The Benzodiazepines (BZE) confirmation test employed must meet the following additional parameters:

- 7.3.1 The target compound is BZE,
- 7.3.2 A deuterated BZE analog with certified purity confirmed by the laboratory is the internal standard, and
- 7.3.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of BZE in a concentration greater than or equal to 150 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and the other positive.

7.4 The amphetamines confirmation test employed must meet the following additional parameters:

- 7.4.1 The target compounds for amphetamines are amphetamine, methamphetamine, or both,
- 7.4.2 A deuterated amphetamine and deuterated methamphetamine with certified purity confirmed by the laboratory is the internal standard, and
- 7.4.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of amphetamine and/or methamphetamine at a concentration greater than, or equal to, 500 ng/ml. Any methamphetamine positive must also indicate the presence of amphetamine greater than, or equal to, 200 ng/ml. Any methamphetamine positive sample must also be tested to identify and quantitative the D & L isomer. The run must include two blind quality control specimens, one negative and the other positive.

- 7.5 The opiates confirmation test employed must meet the following additional parameters:
- 7.5.1 The target compound for opiates are morphine and codeine,
 - 7.5.2 A deuterated morphine and deuterated codeine with certified purity confirmed by the laboratory is the internal standard, and
 - 7.5.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of morphine and/or codeine at a concentration of 300 ng/ml or greater. Any morphine positive with a concentration equal to or greater than 4,000 ng/ml must also be tested to determine the presence of 6-Monoacetylmorphine at a concentration of 10 ng/ml or greater. The run must include two blind quality control specimens, one negative and the other positive.
- 7.6 The phencyclidine (PCP) confirmation test employed must meet the following additional parameters:
- 7.6.1 The target compound is PCP (Parent Drug),
 - 7.6.2 A deuterated phencyclidine analog with certified purity confirmed by the laboratory is the internal standard, and
 - 7.6.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of phencyclidine in a concentration equal to or greater than 25 ng/ml. The run must include two blind quality control specimens, one negative and the other positive.
- 7.7 Barbiturates confirmation test employed
- 7.8 Cocaine confirmation test employed
- 7.9 Propoxyphene confirmation test employed

Testing procedures for the DOT drug testing programs must follow the requirements specified in Part II, Section B, Paragraph 1.0. If variation exists between these requirements and the DOT Final Regulations as published in the Federal Register, the guidance specified in DOT's Final Regulations governs.

- 8.0 **CERTIFICATION OF LABORATORIES ENGAGED IN URINE DRUG TESTING FOR FEDERAL AGENCIES** The Contractor must be certified and maintain certification in accordance with the applicable DHHS and DOT Guidelines in the Federal Register.

9.0 **DAY-TO-DAY MANAGEMENT**

- 9.1 The laboratory must have a qualified individual to assume professional, organizational, educational, and administrative responsibility for the laboratory's urine drug testing facility who is named in the proposal.
- 9.2 This individual must be engaged in and responsible for the day-to-day management of the drug testing laboratory even where another individual has overall responsibility for an entire multi- specialty laboratory.
- 9.3 This individual must ensure that there are enough personnel with adequate training and experience to supervise and conduct the work of the drug testing laboratory. He or she must ensure the continued competency of laboratory personnel by documenting their in-service training, reviewing their work performance, and verifying their skills.
- 9.4 This individual must ensure that the laboratory has a procedure manual which is complete, up-to-date, available for personnel performing tests, and followed by those personnel. The procedure manual must be reviewed, signed, and dated by this responsible individual whenever procedures are first placed into use or changed or when a new individual assumes responsibility for management of the drug testing laboratory. Copies of all procedures and dates on which they are in effect must be maintained.
- 9.5 This individual must maintain a quality assurance program to assure the proper performance and reporting of all test results; maintain acceptable analytical performance for all controls and standards; maintain quality control testing; and assure and document the validity, reliability, accuracy, precision, and performance characteristics of each test and test system.
- 9.6 This individual must take all remedial actions necessary to maintain satisfactory operation and performance of the laboratory in response to quality control systems not being within performance specifications, errors in result reporting or in analysis of performance testing results. This individual must ensure that sample results are not reported until all corrective actions have been taken and he or she can assure that the test results provided are accurate and reliable.
- 9.7 To obtain specimens under the Type I or Type II Programs for the Non-DOT Drug Diversion Court testing the contractor is responsible for the integrity of the collection of the urine specimens. The contractor must ensure that any environmental factors and/or any attempts on the part of the person being tested to manipulate the test results do not contaminate the specimens. If lab staff is used to observe individuals giving urine specimens, they must have the necessary training and skills to ensure the integrity of the urine tests. At a minimum, the following procedures must be used for the collection of urine and the reporting of testing results:

9.7.1 For storage of urinalysis supplies, the contractor shall:

9.7.1.1 store all urinalysis supplies in a secure area with access limited to employees involved in the collection process; and

9.7.1.2 prevent client access to the secure storage areas.

9.7.2 For observation of urine specimens, the contractor shall:

9.7.2.1 secure the collection area;

9.7.2.2 provide gender appropriate staff who shall be present in the lavatory to observe individuals giving the urine specimens; and

9.7.2.3 ensure that the staff observing individuals giving urine specimens have adequate training to safeguard the collection process from fraudulent attempts to alter the urine specimens and/or environmental factors that would affect the validity of the test results.

10.0 **TEST VALIDATION** The laboratory's urine drug testing facility must have a designated certifying scientist who reviews all pertinent data and quality control results to attest to the validity of the laboratory's test reports. A laboratory may designate more than one person as a certifying scientist. The certifying scientist(s) may be any employee who is qualified to be responsible for day-to-day management or operation of the drug testing laboratory.

11.0 **DAY-TO-DAY OPERATIONS AND SUPERVISION OF ANALYSTS** The laboratory's urine drug testing facility must have an individual to be responsible for day-to-day operations and to supervise the technical analysts. This individual must have at least a bachelor's degree in the chemical or biological sciences or medical technology or equivalent. This individual must have training and experience in the theory and practice of all methods and procedures used in the laboratory, a thorough understanding of quality control practices and procedures; a thorough understanding of the review, interpretation, and reporting of test results; knowledge of chain-of-custody procedures; and experience providing prompt remedial actions to be taken in response to test results out of acceptable range or detecting aberrant test or quality control results.

12.0 **OTHER PERSONNEL** Other technicians or non technical staff must have the necessary training and skills for the tasks assigned.

13.0 **WITNESSES**

13.1 Contractor personnel may be required to appear personally at administrative hearings to explain their laboratory procedures. The Contractor must have at least

one person available in each of the following categories on a full-time basis to testify at administrative hearings:

13.1.1 Category A: An expert in forensic toxicology drug testing issues who is capable of discussing Contractor's laboratory procedures and who has the following minimum qualifications:

13.1.1.1 Certification as a laboratory director by the State in forensic or clinical laboratory toxicology; or

13.1.1.2 A Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, pharmacology, or toxicology,

13.1.1.3 Training and experience comparable to a Ph.D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry, and pharmacology or toxicology,

13.1.1.4 Appropriate experience in analytical forensic toxicology including experience with the analysis of biological material for drugs of abuse, and

13.1.1.5 Appropriate training and/or experience in forensic applications of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology of drugs of abuse, or other factors which qualify the individual as an expert witness in forensic toxicology.

13.1.2 Category B: A person fully knowledgeable on the procedural aspects of urine drug testing at the Contractor's laboratory.

13.1.3 Category C: A processing technician who is a qualified and trained laboratory technician that handles testing of Travis County specimens on a day-to-day basis.

14.0 **TRAINING** The laboratory must have a manual and maintain records reflecting the training and certification of personnel, describing the procedures for initial and annual certifications. Procedures must also be in place which describe the decertification process and any remedial training required for recertification.

15.0 **FILES** Laboratory personnel files must include resume of training and experience; certification or license, if any; references; job descriptions, records of performance evaluation and advancement; incident reports; and results of tests which establish employee competency for the position he or she holds, such as test for color blindness, if appropriate.

16.0 QUALITY ASSURANCE AND QUALITY CONTROL

16.1 GENERAL:

Any drug testing laboratories used by the Contractor under this contract must have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, accessioning, aliquoting, chain-of-custody, security and reporting of results, initial and confirmatory testing, and validation of analytical procedures. Quality assurance procedures must be designed, implemented, and reviewed to monitor the conduct of each step of the process of testing for drugs.

16.2 LABORATORY QUALITY CONTROL REQUIREMENTS FOR INITIAL TESTS:

16.2.1 Each analytical run of specimens to be screened must include:

16.2.1.1 Urine specimens certified to contain no drug,

16.2.1.2 Urine specimens fortified with known standards, and

16.2.1.3 Positive controls with the drug or metabolite at or near the presumptive positive level.

16.2.2 In addition, with each batch of samples a sufficient number of standards must be included to ensure and document the linearity of the assay method over time in the concentration area of the cutoff. After acceptable values are obtained for the known standards, those values will be used to calculate sample data. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must be documented. A minimum of 10 percent of all test samples must be quality control specimens. Laboratory blind quality control samples, prepared from spiked urine specimens of determined concentration must be included in each run and should appear as normal samples to laboratory analysts. One percent of each run, with the minimum of at least one sample, must be the laboratory's own blind quality control samples.

16.3 CONFIRMATION TEST:

A run for the GC/MS will contain no more than 25 specimens and controls. The run must contain a minimum of four urine quality control specimens: one certified standard at the cutoff concentration, one certified sample at 40% of cutoff, one certified negative urine specimen, and one certified positive urine specimen at or near the cutoff. Two of the four quality control samples must be blind. The linearity and precision of the method must be periodically

documented. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must also be documented. The calibrators must be quantitative within 10% of the target value when the calibrators are certified, as required by DHHS and DOT guidelines. The concentration of all quality control specimens must assay within + or - 20% of their certified value. For only the Electron Impact GC/MS methods, the retention time of the drug must be within 2% of the extracted sample at the cutoff concentration and the ion ratios must be within + or - 20% of the extracted sample at the cutoff. The calculated concentration of the negative quality control specimens must not exceed the established limit of detection of the instrument for the drug being tested. All quality control samples must be within the acceptable range and meet all chromatographic criteria with all ion ratios within + or - 20% before reporting any sample results in that run. The chromatography of an internal standard from the negative specimen must meet the retention time and ion ratio requirements.

17.0 **SPECIMEN HANDLING AND RECEIVING REQUIREMENTS**

- 17.1 The Contractor must utilize an appropriate system to ship the specimens, if required. If not shipped via the U.S. Postal Service, then the Contractor must ensure that there is sufficient security to ensure the physical security and integrity of the specimen, the chain-of-custody, and shipping container.
- 17.2 The Contractor must provide specimen kits containing a kit box, urine specimen container, specimen bottle seal, protective seal, label, sealable plastic bag to hold the container, and foam insert. The urine containers must hold 100 ml., be made of inert materials that will not absorb or adsorb drugs, or drug metabolites, and meet DHHS and DOT standards. The cap liner must be made of inert material that will not absorb or adsorb drugs or drug metabolites from the specimen. The containers' temperature strip must be inside (unless prohibited by DHHS or DOT regulation) and be occluded. The occlusion must show tampering and allow for ready viewing by authorized personnel. The shipping containers must at least meet U.S. Postal Service standards and be pre-addressed and prepaid for shipment to the Contractor's laboratory. The Contractor must ship with the specimen kits at least one chain-of-custody forms for each specimen kit.
- 17.3 Upon receipt of specimens, the Contractor must record the condition of the shipping container, including information about damage in shipment, evidence of suspected specimen tampering, or other unusual conditions. The Contractor must compare information on specimen bottles to the information on the accompanying chain-of-custody forms. Records must be kept of the individuals that perform these checks. A Discrepancy Report must be generated, in accordance with Part II, Section B, Paragraph 21.3, and must be used to record discrepancies and provided to the office that collected the specimen.

18.0 **SECURITY OF LABORATORY AND SPECIMENS**

- 18.1 The identity and integrity of the urine specimens must be maintained within the laboratory. All specimens must be maintained in a secure area with limited and controlled access throughout all phases of processing and storage from receipt to final disposal.
- 18.2 Drug testing laboratories must be secure at all times. They must have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored. Access to these secured areas must be limited to specifically authorized individuals whose authorization is documented. With the exception of personnel authorized to conduct inspections on behalf of Federal agencies for which the laboratory is engaged in urine testing or on behalf of the Secretary, any person not employed by the Contractor must be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained and kept available for audit.
- 18.3 Laboratories must use chain-of-custody procedures to maintain control and accountability of specimens from receipt through the following processes:
 - 18.3.1 completion of testing,
 - 18.3.2 reporting results,
 - 18.3.3 during storage, and
 - 18.3.4 final disposition.
- 18.4 The date and purpose must be documented on a chain-of-custody form each time a specimen is handled or transferred, and every individual in the chain must be identified. Accordingly, authorized technicians must be responsible for each urine specimen or aliquot in their possession and must sign and complete chain-of-custody forms for these specimens or aliquots as they are received.

19.0 **RETENTION OF SPECIMENS**

- 19.1 Specimens that do not receive an initial test within 7 days of arrival at the laboratory must be placed in secure refrigeration units. Temperatures must not exceed 6 degrees centigrade. An emergency power generator must be available in case of prolonged power failure to maintain the stability and integrity of specimens.
- 19.2 All positive specimens must be placed in a limited access long-term, frozen storage area for a minimum of one year, and temperature must be maintained at -20 degrees centigrade. Within this one year period Travis County may request the

laboratory to retain the specimen for an additional period of time; but, if no such request is received the Contractor must provide a list of those specimens and request permission of the Alcohol and Drug Testing Program Coordinator (the "Coordinator") to destroy the specimens. The Coordinator shall approve destruction if there is no pending litigation. If there is a legal challenge, the Contractor is required to maintain the specimens for an indefinite period.

20.0 **DRUG TEST RESULTS REPORTING REQUIREMENTS**

- 20.1 The report must identify the drugs/metabolites tested for, whether positive or negative, and the presumptive positive level for each, the base specimen number assigned; the Contractor's laboratory number, and the test subject's Social Security number. The report must include a certified copy of the original chain-of-custody and must be signed by the certifying scientist. The results (positive and negative) for all specimens submitted on the same chain-of-custody form must be reported back to the MRO at the same time.
- 20.2 The laboratory must report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive for a specific drug or class of drug are reported positive for that specific drug.
- 20.3 The MRO may request quantization of test results from the laboratory, and the laboratory must provide quantization of test results.
- 20.4 Results must be transmitted in a secured manner so as to ensure confidentiality of the information. If the County approves a manner as one that is sufficiently secure, the laboratory may transmit results to the MRO by various electronic means. Results cannot be provided by telephone under any circumstances. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.
- 20.5 The laboratory must send only to the MRO a certified copy of the original chain-of-custody form signed by the individual responsible for day-to-day management of the drug testing laboratory or the individual for attesting to the validity of the test results.
- 20.6 The Contractor shall report to Travis County, by fax, **Non-DOT** negative or positive results of initial tests within twenty-four (24) hours from the date of collection. Fax notification of negative and positive initial test results must be followed with notification via regular mail containing a certified copy of the chain-of-custody form.

The Contractor shall provide to Travis County Pretrial Services a list of all Pretrial Services clients (individuals) who at the end of the business day did not appear at the collection facility to submit a sample as referred by the agency.

20.7 Contractor shall report to County **DOT** negative results of initial tests within 48 (forty-eight) hours from the date of collection if the collection is before 4:00 p.m. and 72 (seventy-two) hours if collection is after 4:00 p.m. by fax. Fax notification of negative initial test results must be followed with notification via regular mail containing the MRO's certification of the negative results and a certified copy of the chain-of custody form.

Contractor shall report to County **DOT** confirmatory positive test results of initial tests within 72 (seventy-two) hours and 96 (ninety-six) hours from the date of collection by fax, depending on the employee's response to the MRO. In some cases the reporting time may take longer due to circumstances which are governed by federal regulations. Fax notification of positive initial test results must be followed with notification via regular mail containing the MRO's certification of the positive results and a certified copy of the chain-of custody form.

21.0 **SUMMARY REPORTING REQUIREMENTS**

21.1 In accordance with the appropriate DHHS and/or DOT Guidelines, the Contractor must send to Travis County Departments/Offices (listed on Attachment 5) a monthly summary report. Initial and confirmation data must be included from test results reported within that month. Normally this summary must be forwarded by registered mail not more than 14 calendar days after the end of the month covered by the summary. The summary report must contain the following information:

21.1.1 Initial test reports must include the following information:

21.1.1.1 Number of specimens received,

21.1.1.2 Number of specimens reported out, and

21.1.1.3 Number of specimens screened positive for: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines

21.1.2 Confirmatory testing reports must include the following information:

21.1.2.1 Number of specimens received for confirmation, and

21.1.2.2 Number of specimens confirmed positive for: marijuana metabolite, cocaine metabolite, morphine, codeine, phencyclidine, amphetamine, and methamphetamine.

- 21.2 On a monthly basis the Contractor must supply to the Travis County Coordinator, the following information on specimens completed since the last report:
- 21.2.1 Identification number,
 - 21.2.2 Laboratory Accession Number,
 - 21.2.3 Date Specimen Received in Laboratory,
 - 21.2.4 Drugs Screened For,
 - 21.2.5 Confirmation Tests Conducted,
 - 21.2.6 Final Report (Positive or Negative),
 - 21.2.7 Date Report Sent to Travis County, and
 - 21.2.8 Specimen Turnaround Time.
- 21.3 No later than the 10th working day after the end of the calendar month, the Contractor must submit a discrepancy report to Travis County Departments/Offices (listed on Attachment 5) with the following data:
- 21.3.1 Reporting Month;
 - 21.3.2 For each submitting location sending specimens during the reporting month, the total number of specimens received; and
 - 21.3.3 For each department submitting specimens during the reporting month, the total number of specimens discarded, broken down into the following categories:
 - BU - Box unsealed or no signature or date on box seal
 - NHHS - No DHHS chain-of-custody-form
 - DOT - No DOT chain-of-custody form
 - ISSN - Incomplete social security number
 - ISPN - Incomplete base specimen number
 - NCOC - No chain-of-custody form
 - QNS - Volume in bottle is less than 30 ml
 - LSSN - Social Security number on specimen label does not match the social security on the chain-of-custody form
 - LAX - Laboratory Accident

22.0 **REPORTING REQUIREMENTS FOR DHHS AND DOT DRUG TESTING PROGRAM**

Activity in support of the DHHS and DOT drug testing program must be accounted for and reported separately by Contractor to Travis County Departments/Offices (listed on Attachment 5).

- 23.0 **SUBSTANTIATION** The Contractor must make available copies of all drug testing analytical results, including all certification specimen results, open performance test results, all quality control sample results and all personnel training and certification records when requested by Travis County Coordinator.
- 24.0 **RECORD RETENTION** Unless otherwise instructed by the DHHS in writing, all records pertaining to a given urine specimen must be retained by the drug testing laboratory for a minimum of 2 years. Upon request from Travis County, the Contractor must provide any information or documents pertaining to the procedures used at its laboratory for performance of this contract. Examples of procedures include chain-of-custody, testing protocols, quality control, procedures manual and results reporting. The County reserves the right to require the Contractor to change a procedure if the procedure is not consistent with current DHHS or DOT Guidelines.
- 25.0 **GENERAL LITIGATION SUPPORT** Depositions and interrogatories of Contractor personnel must be provided by the Contractor in conjunction with testing performed under this contract when requested by Travis County. Travis County will endeavor, where feasible to limit these requests to written interrogatories. The Contractor must establish procedures to insure timely and appropriate responses to requests for litigation support packages, discovery requests, and other inquiries. Where testimony is required in support of drug testing results, the Contractor must provide witnesses as required. The witness must also provide expert testimony in support of information contained in the Litigation Support Package, when requested.
- 26.0 **URINALYSIS DRUG TESTING LITIGATION SUPPORT PACKAGE**
- 26.1 The Contractor must provide within ten (10) business days documentary evidence in the form of a litigation support package to be used by Travis County at an administrative proceeding in conjunction with testing performed under this contract.
- 26.2 The litigation support package must consist of the following:
- 26.2.1 Certification and authentication by the appropriate laboratory official having custody of the original documents that the documents contained in the litigation support package are true and accurate copies of the original documents maintained by the laboratory as part of its regularly conducted laboratory activities;
- 26.2.2 Laboratory Report form;
- 26.2.3 Explanatory Affidavit, to include interpretation of test results;

- 26.2.4 All data from the initial test results including all standards and controls run with the batch;
- 26.2.5 All data including chromatographs and quantization reports from the GC/MS analysis including the standards and controls run with the batch;
- 26.2.6 Copies of all internal chain-of-custody documents; and
- 26.2.7 Summary qualifications of all personnel who appear on the chain-of-custody documents.

27.0 **CONTRACTOR FURNISHED MATERIAL**

- 27.1 The Contractor must provide containers to transport all specimens from Travis County. Containers must provide leak proof transportation to the Contractor's laboratory.
- 27.2 The Contractor must provide all U.S. Postal Service approved packaging material for the transportation of urine specimens or, if other type of transportation is chosen, the appropriate packaging material must be provided by the Contractor. The shipping costs for First Class shipping of the specimens from the sites to the laboratory shall be prepaid by the Contractor.

ATTACHMENT B

FEE SCHEDULE

ARCpoint Labs of Austin response to RFS NO. 1208-005-ML
DRUG and ALCOHOL TESTING SERVICES

PART II, SECTION C, FEE SCHEDULE

DOT Testing UNOBSERVED Cost per Test/Service

In Clinic:

1. Split sample urine drug screen \$ 25.50

(Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines)

2. Breath alcohol test \$ 22.00

On Site: (minimum of 3 tests, \$5 discount per test over 3 tests at same location)

3. Split sample urine drug screen \$ 40.00

(Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines)

4. Breath alcohol test \$ 37.00

NON-DOT Pre-Employment Testing

5. (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates \$ 29.50

Phencyclidine, Cannabinoids, Propoxyphene, Methadone and Ethanol)

6. Provider Travels to County to perform testing (fee per visit) \$ 45.00

NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program

7. TYPE I - (Amphetamines, Cannabinoids, Cocaine, Opiates) \$ 22.00

8. TYPE II – (Amphetamines, Methadone, Barbiturates, Benzodiazepines,

Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene) \$ 27.00

NON-DOT Countywide UN-OBSERVED

9. Drugs plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, \$ 29.50

Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone plus Ethanol)

10. Expedited Results (4 Hours) \$ n/a

11. Expedited Results (within 24 hours) no charge

NON-DOT UNOBSERVED

12. TYPE I (Amphetamines, Cannabinoids, Cocaine, Opiates and Ethanol) \$ 22.00

13. TYPE II (Barbiturates, Benzodiazepines, Cannabinoids, Opiates, Ethanol) \$ 22.00

HHSD/Child Protective Services Testing OBSERVED

14. (Amphetamines, Cocaine, Opiates, Cannabinoids, Benzodiazepines, \$32.00

Barbiturates, Phencyclidine, Phropoxyphene, Ethanol , MRO service and GC/MS Confirmation)

ARCpoint Labs of Austin response to RFS NO. 1208-005-ML
DRUG and ALCOHOL TESTING SERVICES

MISCELLANEOUS TESTING

15. Environmental Surface testing for drug production/consumption	<u>\$ 85/room</u>
16. Hair Testing (5-Panel)	<u>\$ 63.00</u>
(5-Panel w/expanded Oplates)	<u>\$ 67.00</u>
(7-Panel)	<u>\$ 105.00</u>
(9-Panel)	<u>\$ 130.00</u>
(12-Panel)	<u>\$ 310.00</u>
17. Oral Fluid Testing (6-Panel)	<u>\$ 18.50</u>
18. Nall Testing (5-Panel)	<u>\$ 85.00</u>
(7-Panel)	<u>\$ 95.00</u>
(9-Panel)	<u>\$ 110.00</u>
(12-Panel)	<u>\$ 315.00</u>
19. Drug Patch	<u>\$ 65.00</u>
20. ETG/ETS Testing	<u>\$ 40.00</u>
21. K2/Spice (Synthetic Marijuana) Testing (Instant)	<u>\$ 17.00</u>
Lab-Based (6 types of synthetic Marijuana)	<u>\$ 50.00</u>
22. Bath Salt Testing	<u>\$ 63.00</u>
23. Ambien Testing	<u>\$ 95.00</u>

CONFIRMATION TESTING

21. Amphetamine Confirmation Test (GC/MS)	<u>\$ 24.00</u>
22. Barbiturate Confirmation Test (GC/MS)	<u>\$ 24.00</u>
23. Benzodiazepines (BZE) Confirmation Test (GC/MS)	<u>\$ 24.00</u>
24. Cocaine Confirmation Test (GC/MS)	<u>\$ 24.00</u>
25. Opiate Confirmation Test (GC/MS)	<u>\$ 24.00</u>
26. Phencyclidine Confirmation Test (GC/MS)	<u>\$ 24.00</u>
27. Cannabinoids (THC) Confirmation Test (GC/MS)	<u>\$ 24.00</u>
28 Phropoxyphene Confirmation Test (GC/MS)	<u>\$ 24.00</u>
29. Ethanol (Alcohol)	<u>\$ 24.00</u>
30. 2nd (GC/MS) & another LAB and MRO	<u>\$ 58.00</u>

ARCpoint Labs of Austin response to RFS NO. 1208-005-ML
DRUG and ALCOHOL TESTING SERVICES

TRAVEL TO PERFORM ON-CALL TESTING

31. Between 6:00 p.m. and 7:00 a.m. Monday through Friday (non-Holiday weekdays) or Holidays and weekends 24 hour emergency on-site response \$ 75/1st Hour
\$ 50/2nd+ Hour

EXPERT WITNESS

32. Expert Witness (Hourly Rate) \$ 300.00/Hour

MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

33. SPANISH Speaking Interpreter on-site while Testing Center Open \$ 15.00/hr
Per Hour Rate between the hours of 7:00 – 6:00 (for the Short Program/Drug Diversion Court Only)
34. Notification via daily sign-in sheets faxed to the following two \$ No Charge
departments ONLY: SHORT Program/Drug Diversion Court and Pretrial Services Program. Daily cost for each department.

Whenever open, will have both the required qualified man and required qualified woman for direct observed testing on their respective counterparts? Yes No

Substance Abuse and Mental Health Services Administration (SAMSHA) Certified Laboratory Used?

Yes No

Location, contact person, phone number and address of all available clinics and hours of service at each location: 2900 South I-35, Suite 110, Austin, Texas 78704, Laura M. Broome, (512) 992-0872 office; (210) 315-3774 mobile, available on-call 24 hours.

List kind of identification client must bring: County, state or federal government issued identification card or drivers license, employee badge for county employees, student identification card from a college or university.

List method of reporting to client: Email or secure fax machine. Email preferred for expedited service of reporting

List corporate office address: ARCpoint Labs of Austin, 20079 Stone Oak Parkway, Suite 1105-103, Austin, Texas 78258

ATTACHMENT C
INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

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

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

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

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

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

E. Blanket Crime Policy Insurance

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

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

ATTACHMENT D

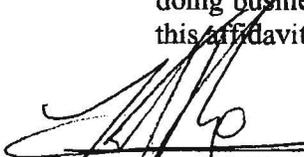
ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: 17 Oct 12
Name of Affiant: Kelly R. Broome
Title of Affiant: President
Business Name of Offeror: ARC point LABS of Austin
County of Offeror: TRAVIS

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror 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 Exhibit B.



Signature of Affiant

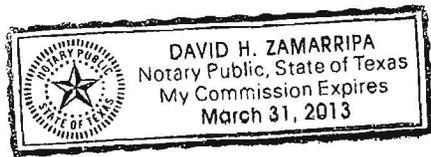
2900 South 1-35 Suite 110
Austin, TX 78704

Address

SUBSCRIBED AND SWORN TO before me by Kelly Broome on 10/17, 2012

Notary Public, State of Texas





Typed or printed name of notary
David Zamarripa

My commission expires:
3/31/13

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
November 2, 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.....	Felicita 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.....	Julie Wheeler*	
Executive Assistant.....	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
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.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
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.....	Vacant	
Attorney, Transactions Division.....	Elizabeth Winn	
Attorney, Transactions Division.....	Mary Etta Gerhardt	
Attorney, Transactions Division.....	Barbara Wilson	
Attorney, Transactions Division.....	Jim Connolly	
Attorney, Transactions Division.....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	

Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV CW Bruner, CTP
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Diana Gonzalez.....	12/16/12
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division.....	Tamara Armstrong.....	03/30/13
Executive Assistant.....	Lori Duarte	06/15/13
Chief Information Officer.....	Joe Harlow.....	07/31/13
County Auditor	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13

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

EXHIBIT 2
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

ATTACHMENT E
CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ___YES ___NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized

ATTACHMENT F

PROPOSAL

DECISIVE SERVICES & TECHNOLOGIES, LLC DBA ARCPOINT LABS OF AUSTIN

**ARCpoint Labs of Austin
2900 Interstate 35 South, Suite 110
Austin, Texas 78704
(512) 992-0872**

Drug and Alcohol Testing Services

RFS NO. 1208-005-ML

**Point of Contact: Kelly R. Broome
10/17/2012**

TRANSMITTAL LETTER

1.1 ARCpoint Labs of Austin's Transmittal Letter – ARCpoint Labs of Austin understands that it will be performing drug and alcohol testing to support various agencies or activities within the Travis County government and we will perform all of the required work as annotated in RFS NO. 1208-005-ML titled REQUEST FOR SERVICES DRUG AND ALCOHOL TESTING SERVICES. These services will be tailored to meet the specific needs of each agency and requires rapid, accurate and professional results at all times. ARCpoint Labs is committed to performing all required services is fully qualified to perform the requested services and based upon the experience, resources and support capability of the franchise as a group is the best qualified service provider to do the required work.



17 Oct 12

Kelly R. Broome

Date

President, ARCpoint Labs of Austin & San Antonio

2.1 Detailed Proposal - ARCpoint Labs is prepared to perform the following services and maintain the following standards for services provided:

2.1.1 Alcohol Testing Standard:

- A. Provide trained breath alcohol technician(s) (BAT) to conduct evidential breath testing (EBT), including random selection for EBT, in compliance with Department of Transportation (DOT) regulations and 49 CFR, Parts 40 and 382, as amended.
- B. Use EBT devices which are listed on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List (CPL) and meet the requirements for confirmation testing.
- C. Provide in-clinic facilities that afford visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results and ensure that individuals tested at the specified Travis County on-site locations listed in in the RFS at Part II, Section B, Paragraph 2.17 are afforded similar privacy.
- D. Provide all necessary equipment, personnel, and materials for EBT at the ARCpoint's location where testing is conducted and at the specified Travis County on-site testing locations.

2.1.2 Drug Testing Scope of Work:

- A. ARCpoint will provide to the County copies of records, and databases developed and maintained by the ARCpoint as part of the activities under the contract and must deliver them to the County quarterly or upon request. The records and databases must be provided both in paper form and in Excel electronic format.
- B. ARCpoint will accommodate the identification procedures required by the various county departments utilizing the ARCpoint services to verify identity of the person that gives the specimen.
- C. The ARCpoint will maintain and use a system of safeguarding County records which identify County personnel and any other information received in the performance of this contract, to ensure the highest level of privacy for County employees. ARCpoint shall provide all services required in a manner that would comply with the Privacy Act, 5 U.S.C. 552a and Section 503 of Public Law 100-71, if ARCpoint were an entity bound to comply with these laws. ARCpoint and its employees shall not hold any discussion or release any information or data pertaining to the Travis County Alcohol and Drug Testing Program without the prior written approval of the Coordinator. This restriction applies to all releases of information to the public, industry, or government organizations.
- D. The principal and other key personnel responsible for the project and named in ARCpoint's proposal may not be removed from the program or have their time substantially decreased without prior approval of the County. Replacement personnel will have equivalent qualifications to the persons named and are subject to approval by the County.
- E. ARCpoint will, upon request, pick up urine specimens collected by the Travis County Sheriff's Office within two hours of a request at 1000 San Antonio Street, Austin, Texas 78701.
- F. ARCpoint understands that the Travis County Juvenile Probation Department and the Juvenile Drug Court will require Confirmation Test only. Initial screens are provided by the Department's

2.1.3 Procedure Manual:

- A. ARCpoint Labs will continue to provide a Procedure Manual in compliance with the industry standard and RFS NO. 1208-005-ML. In addition all affiliated labs that provide SAMSHA certified or DHHS certified services will be in complete compliance with those guidelines.
- B. The Procedure Manual will be in both written and electronic formats for ease of access in lab and onsite.
- C. Drug and Alcohol Testing Industry Association (DATIA) recommendations will be followed as applicable. DATIA's profession standards will be incorporated at all times to ensure the highest standards are maintained.

2.1.4 Employee Training and Certification:

- A. All employees of ARCpoint will be trained to Department of Transportation (DOT) standards under CFR 49. Additionally, ARCpoint will provide continuing education for all employees to ensure up to date information on testing procedures as well as emerging methods for attempts to cheat drug or alcohol testing efforts.
- B. All employees will undergo a two-week internal training series when hired by ARCpoint as lab technicians and will work under the supervision of a trained Medical Assistant or Lab Supervisor until deemed qualified to provide services without direct supervision.
- C. ARCpoint franchise group provides additional training as new or improved testing processes develop with in the industry. That training may involve drug testing, alcohol testing or procedures and software application for efficiency.
- D. ARCpoint Labs will provide copies of all DOT and specialized training certificates to Travis County upon request.

2.1.5 ARCpoint Experience:

- A. ARCpoint Labs of Austin has a sister lab in San Antonio and is part of the ARCpoint Franchise Group. The franchise is the fastest growing Drug and Alcohol focused company in the U.S. and operates over 50 labs nationwide. Each franchise has extensive training in both the operation and procedures of drug and alcohol testing. ARCpoint has over 10 years of operational experience and operates in 14 states.
- B. ARCpoint Labs opened in Austin in February of 2012 and began to perform services for Travis County to execute their responsibilities under the contract inherited from AccuDiagnostics, the previous name of ARCpoint Labs.
- C. ARCpoint Labs provides the DOT testing services for Austin Metro Bus Line with over 650 personnel involved. We perform all pre-employment, random testing, post-accident and reasonable suspicion testing for both drugs and alcohol.
- D. ARCpoint Labs has performed all forms of testing required by the RFS for both government and/or private clients in our labs or onsite at the client's locations.

E. ARCpoint Franchise Group provides a network of experience across the nation as well as a professional staff at the company's headquarters that are available around the clock to answer questions or address issues. Additionally, ARCpoint can access the scientists at the various SAMSHA certified labs with which we are affiliated to answer specific questions that the county may present.

F. ARCpoint Labs of San Antonio has additional staff that can be used to backfill any Austin based personnel who may be on vacation or when a surge in testing occurs. ARCpoint maintains 4 people on staff in Austin and 4 people on staff in San Antonio with access to 2 part-time technicians available for onsite services as needed.

G. ARCpoint Labs maintains relationships with various medical training vocational schools in the Austin and San Antonio areas and can expand its work-staff if needed. We have a relationship with these institutions that allow us to bring onboard interns for systematic training prior to full time employment.

H. While ARCpoint Labs intends to and is capable of providing all of the required services we understand that Travis County may opt to have multiple vendors provide these services. We are ready and willing to coordinate with these other labs to ensure excellent service to Travis County and the clients that will be tested under the contract.

2.2 ARCpoint References:

A. Drug and Alcohol Testing Services under current Travis County contract, Travis County Domestic Relations, Roslynn Pitre, 512-854-9236, 1010 Lavavca, Austin, Texas. Description: Tailored testing for observed tests for drug and alcohol tests as directed by Domestic Relations in compliance with the current contract with Travis County. Met with Domestic Relations staff and developed an appropriate protocol and collection/reporting process to expedite information to the county.

B. DOT Drug and Alcohol testing services and random name generation service for over 650 bus operators and mechanics for the city of Austin and surrounding communities that are serviced by Austin Metro Bus lines. The Sedona Group, INC for the Austin Metro Bus Lines, Rudy Vela, 512-832-5300, 1306 W. Anderson Lane, Suite C, Austin, Texas. Description: Conducted over 600 onsite DOT drug tests in order to facilities transfer from city to Travis Transit. Tests were conducted in 8 days and all information was reported within one week. Continue to perform all random testing (drug and alcohol), pre-employment testing and post-accident response.

C. DOT Drug and Alcohol Testing services as well as consortium services for drivers both in ARCpoint Labs and onsite for accident response. Redbird Trucking, Steve Hampton, 512-924-4439, 925 East Highway80, PMB 189, San Marcos, Texas. Description: Established Drug Free Workplace Policy, Consortium services for random testing requirements, Supervisor DOT Training, and all pre-employment and random testing as well as post-accident response.

D. Conduct observed urine drug testing for juveniles within the Bexar County Juvenile Probation service. Ensure that all samples are properly collected, all tests are observed, temperature is

personnel and ARCpoint will provide chain of custody procedures and forms to the Travis County Juvenile Probation Department. The Travis County Juvenile Probation Department personnel will adhere to the Chain of Custody Procedures and deliver specimen to the ARCpoint for confirmation testing. ARCpoint shall report results to the Travis County Juvenile Probation Department within 72 hours of delivery, by fax which must be followed with notification via regular mail containing the MRO's certification of the results and a certified copy of the chain of custody form. The Family Drug Treatment Court will occasionally require a Confirmation Test only.

G. ARCpoint shall submit invoicing to Travis County on a monthly basis and each invoice shall contain the name of each Client served by ARCpoint, the type of Service provided by ARCpoint, the total tests provided by ARCpoint, the hourly fee assessed for each service provided by ARCpoint (expert witness), the name of the Provider and the total amount of payment requested for each Client. Each invoice submitted by ARCpoint to Travis County shall be signed by ARCpoint's representative. A list of County Departments which invoices should be sent can be found in Part II, Section D and Attachment D of the RFS.

H. ARCpoint will provide all labor, facilities, equipment and material to perform the initial test for the detection of marijuana metabolites and cocaine metabolites on all urine specimens submitted, and additionally perform the initial test for opiates, phencyclidine and amphetamines on individually requested specimens.

I. The ARCpoint will provide all labor, facilities, equipment and material to perform GC/MS confirmation tests on all specimens that are screened positive by the initial test.

J. ARCpoint will provide a method for identifying interfering substances which prevent the initial test, such as contaminants, adulterants, or other masking agents; and provide any special testing necessary to support the laboratory's results.

K. ARCpoint will have additional GC/MS testing conducted to identify 6 methamphetamine and Dextros and Levo when consistent with DHHS and/or DOT guidelines.

L. All laboratory analysis will be provided in accordance with all DOT regulations and the DHHS procedures and 49CFR, Parts 40 and 382.

M. Urinalysis will be conducted with an initial test to eliminate negative urine specimens from further analysis.

N. Positive initial test results will be confirmed by conducting GC/MS method of analysis.

O. The initial test and positive confirmatory test will be done by the same laboratory. Where a Travis County employee requests additional testing following a positive confirmatory test, such testing on another aliquot will be conducted by a different laboratory, certified by the DHHS, and as directed by the MRO.

P. Remaining aliquots must be retained in frozen storage for 60 days after the date on which the laboratory acquires it.

Q. ARCpoint will provide access to an MRO.

R. ARCpoint will provide a scientific method for random selection of County commercial drivers for drug and alcohol testing. Data for input into the random selection data base will be provided

by the County. Random lists must be generated and distributed to the County at least monthly or on a more frequent basis as requested.

S. ARCpoint will provide to the County copies of records, and databases developed and maintained by the ARCpoint as part of the activities under the contract and must deliver them to the County quarterly or upon request. The records and databases must be provided both in paper form and in Excel electronic format.

T. ARCpoint will accommodate the Identification procedures required by the various county departments utilizing the ARCpoint services to verify identity of the person that gives the specimen.

U. ARCpoint will maintain and use a system of safeguarding County records which identify County personnel and any other information received in the performance of this contract, to ensure the highest level of privacy for County employees. ARCpoint shall provide all services required in a manner that would comply with the Privacy Act, 5 U.S.C. 552a and Section 503 of Public Law 100-71, if ARCpoint were an entity bound to comply with these laws. ARCpoint and its employees shall not hold any discussion or release any information or data pertaining to the Travis County Alcohol and Drug Testing Program without the prior written approval of the Coordinator. This restriction applies to all releases of information to the public, industry, or government organizations.

V. The principal and other key personnel responsible for the project and named in the ARCpoint's proposal may not be removed from the program or have their time substantially decreased without prior approval of the County. Replacement personnel will have equivalent qualifications to the persons named and are subject to approval by the County.

W. ARCpoint will, upon request, pick up urine specimens collected by the Travis County Sheriff's Office within two hours of a request at 1000 San Antonio Street, Austin, Texas 78701.

X. ARCpoint understands that the Travis County Juvenile Probation Department and the Juvenile Drug Court will require Confirmation Test only. Initial screens are provided by the Departments personnel. Chain of custody procedures and forms must be provided to the Travis County Juvenile Probation Department. The Travis County Juvenile Probation Department personnel will adhere to the Chain of Custody Procedures and deliver specimen to the ARCpoint for confirmation testing. ARCpoint will report results to the Travis County Juvenile Probation Department within 72 hours of delivery, by fax which must be followed with notification via regular mail containing the MRO's certification of the results and a certified copy of the chain of custody form. The Family Drug Treatment Court will occasionally require a Confirmation Test only.

Y. ARCpoint will submit invoicing to Travis County on a monthly basis and each invoice shall contain the name of each Client served by ARCpoint, the type of Service provided by ARCpoint, the total tests provided by ARCpoint, the hourly fee assessed for each Service provided by ARCpoint (expert witness), the name of the Provider and the total amount of payment requested for each Client. Each invoice submitted by ARCpoint to Travis County shall be signed by ARCpoint's representative.

annotated, test for adulterants is conducted, pH levels are in tolerance and any presumptive positives are properly processed and sent in for separate confirmation. ARCpoint is authorized to perform tests for the Bexar County Drug Court as well and as funding is made available we will serve that contract. Bexar County Juvenile Probation Department, Tanya Jopling, 210-394-2550, 301 E. Mitchell St, San Antonio, Texas

2.3 Description of ARCpoint:

A. We are certified by ARCpoint Franchise Group as well as LabCorp, Quest, KahnTact Breat Testing Devices, PharmChek, and Redwood Labs. We have 4 employees available in Austin/Travis County and 4 in San Antonio/Bexar County. We have 2 employees that are in Caldwell County and serve us in an on-site support capability. We are located in Austin at 2900 South I-35, Suite 110, Austin, TX 78704.

2.4 ARCpoint Representative:

A. Primary Point of Contact: Laura M. Broome, 512-992-0872 will answer all technical and contractual questions with respect to this proposal.

2.5 Cost Proposal:

A. See attached fee schedule below.

PART II, SECTION C, FEE SCHEDULE

DOT Testing UNOBSERVED Cost per Test/Service

In Clinic:

1. Split sample urine drug screen \$ 25.50
 (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines)

2. Breath alcohol test \$ 22.00

On Site: (minimum of 3 tests, \$5 discount per test over 3 tests at same location)

3. Split sample urine drug screen \$ 40.00
 (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines)

4. Breath alcohol test \$ 37.00

NON-DOT Pre-Employment Testing

5. (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates \$ 29.50
 Phencyclidine, Cannabinoids, Propoxyphene, Methadone and Ethanol)

6. Provider Travels to County to perform testing (fee per visit) \$ 45.00

NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program

7. TYPE I - (Amphetamines, Cannabinoids, Cocaine, Opiates) \$ 22.00

8. TYPE II – (Amphetamines, Methadone, Barbiturates, Benzodiazepines,
 Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene) \$ 27.00

NON-DOT Countywide UN-OBSERVED

9. Drugs plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine,
 Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone plus Ethanol) \$ 29.50

10. Expedited Results (4 Hours) \$ n/a

11. Expedited Results (within 24 hours) no charge

NON-DOT UNOBSERVED

12. TYPE I (Amphetamines, Cannabinoids, Cocaine, Opiates and Ethanol) \$ 22.00

13. TYPE II (Barbiturates, Benzodiazepines, Cannabinoids, Opiates, Ethanol) \$ 22.00

HHSD/Child Protective Services Testing OBSERVED

14. (Amphetamines, Cocaine, Opiates, Cannabinoids, Benzodiazepines,
 Barbiturates, Phencyclidine, Phropoxyphene, Ethanol , MRO service and GC/MS
 Confirmation) \$32.00

MISCELLANEOUS TESTING

15. Environmental Surface testing for drug production/consumption	<u>\$ 85/room</u>
16. Hair Testing (5-Panel)	<u>\$ 63.00</u>
(5-Panel w/expanded Opiates)	<u>\$ 67.00</u>
(7-Panel)	<u>\$ 105.00</u>
(9-Panel)	<u>\$ 130.00</u>
(12-Panel)	<u>\$ 310.00</u>
17. Oral Fluid Testing (6-Panel)	<u>\$ 18.50</u>
18. Nail Testing (5-Panel)	<u>\$ 85.00</u>
(7-Panel)	<u>\$ 95.00</u>
(9-Panel)	<u>\$ 110.00</u>
(12-Panel)	<u>\$ 315.00</u>
19. Drug Patch	<u>\$ 65.00</u>
20. ETG/ETS Testing	<u>\$ 40.00</u>
21. K2/Spice (Synthetic Marijuana) Testing (Instant)	<u>\$ 17.00</u>
Lab-Based (6 types of synthetic Marijuana)	<u>\$ 50.00</u>
22. Bath Salt Testing	<u>\$ 63.00</u>
23. Ambien Testing	<u>\$ 95.00</u>

CONFIRMATION TESTING

21. Amphetamine Confirmation Test (GC/MS)	<u>\$ 24.00</u>
22. Barbiturate Confirmation Test (GC/MS)	<u>\$ 24.00</u>
23. Benzodiazepines (BZE) Confirmation Test (GC/MS)	<u>\$ 24.00</u>
24. Cocaine Confirmation Test (GC/MS)	<u>\$ 24.00</u>
25. Opiate Confirmation Test (GC/MS)	<u>\$ 24.00</u>
26. Phencyclidine Confirmation Test (GC/MS)	<u>\$ 24.00</u>
27. Cannabinoids (THC) Confirmation Test (GC/MS)	<u>\$ 24.00</u>
28 Phropoxyphene Confirmation Test (GC/MS)	<u>\$ 24.00</u>
29. Ethanol (Alcohol)	<u>\$ 24.00</u>
30. 2nd (GC/MS) & another LAB and MRO	<u>\$ 58.00</u>

TRAVEL TO PERFORM ON-CALL TESTING

31. Between 6:00 p.m. and 7:00 a.m. Monday through Friday (non-Holiday weekdays) or Holidays and weekends 24 hour emergency on-site response \$ 75/1st Hour
\$ 50/2nd+ Hour

EXPERT WITNESS

32. Expert Witness (Hourly Rate) \$ 300.00/Hour

MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

33. SPANISH Speaking Interpreter on-site while Testing Center Open \$ 15.00/hr
Per Hour Rate between the hours of 7:00 – 6:00 (for the Short Program/Drug Diversion Court Only)

34. Notification via daily sign-in sheets faxed to the following two departments ONLY: SHORT Program/Drug Diversion Court and Pretrial Services Program. Daily cost for each department. \$ No Charge

Whenever open, will have both the required qualified man and required qualified woman for direct observed testing on their respective counterparts? Yes No

Substance Abuse and Mental Health Services Administration (SAMSHA) Certified Laboratory Used?

Yes No

Location, contact person, phone number and address of all available clinics and hours of service at each location: 2900 South I-35, Suite 110, Austin, Texas 78704, Laura M. Broome, (512) 992-0872 office; (210) 315-3774 mobile, available on-call 24 hours.

List kind of identification client must bring: County, state or federal government issued identification card or drivers license, employee badge for county employees, student identification card from a college or university.

List method of reporting to client: Email or secure fax machine. Email preferred for expedited service of reporting

List corporate office address: ARCpoint Labs of Austin, 20079 Stone Oak Parkway, Suite 1105-103, Austin, Texas 78258

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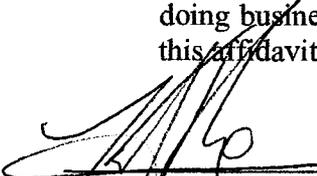
ATTACHMENT 1

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: 17 Oct 12
Name of Affiant: Kelly R. Broome
Title of Affiant: President
Business Name of Offeror: ARCpoint LABS of Austin
County of Offeror: TRAVIS
Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror 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 Exhibit B.



Signature of Affiant

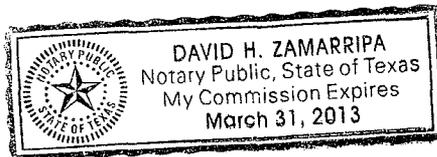
2900 South I-35 Suite 110
Austin, TX 78704

Address

SUBSCRIBED AND SWORN TO before me by Kelly Broome on 10/17, 2012.

Notary Public, State of Texas





Typed or printed name of notary

David Zamarripa

My commission expires:

3/31/13

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EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
September 10, 2012

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Julie Wheeler*	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
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.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
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	Vacant	
Attorney, Transactions Division	Daniel Bradford	

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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
Purchasing Agent Assistant IV	Lee Perry
Purchasing Agent Assistant IV	Jason Walker
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Patrick Strittmatter*
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV	Scott Wilson, CPPB
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.
Purchasing Agent Assistant IV	John E. Pena, CTPM
Purchasing Agent Assistant IV	Rosalinda Garcia
Purchasing Agent Assistant III.....	Shannon Pleasant, CTPM*
Purchasing Agent Assistant III.....	David Walch
Purchasing Agent Assistant III.....	Michael Long, CPPB
Purchasing Agent Assistant III.....	Loren Breland, CPPB
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB
Purchasing Agent Assistant III.....	Jesse Herrera, CTP, CTPM, CTCM*
Purchasing Agent Assistant III.....	C.W. Bruner, CTP
Purchasing Agent Assistant II.....	Jayne Rybak, CTP*
Purchasing Agent Assistant II.....	L. Wade Laursen*
Purchasing Agent Assistant II.....	Sam Francis*
HUB Coordinator.....	Sylvia Lopez
HUB Specialist.....	Betty Chapa
HUB Specialist.....	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Purchasing Business Analyst	Jennifer Francis
Domestic Relations Office	Roslynn Pitre
Pretrial Services	Larry Spacek
Drug Diversion Court.....	Sharon Caldwell-Hernandez
Sheriff's Office	Maria Wedhorn
Human Resources Risk Mgt.....	John Brady
Juvenile Court	Sylvia Mendoza
Juvenile Court	Emmit Hayes, Director of Probation Services Div.
Family Drug Treatment Court.....	Michelle Kimbrough

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u>	<u>Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Diana Gonzalez ..		12/16/12
Director, Health Services Division.. ..	Beth Devery		03/09/13
Purchasing Agent Assistant III.....	Elizabeth Corey, C.P.M....		03/14/13
Attorney, Transactions Division	Tamara Armstrong		03/30/13
Executive Assistant	Lori Duarte		06/15/13
Chief Information Officer	Joe Harlow		07/31/13
County Auditor	Susan Spataro, CPA		08/31/13

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

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EXHIBIT B
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION

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

<input type="checkbox"/> COMMODITIES	Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall WBE Goal: 6.2%
<input type="checkbox"/> CONSTRUCTION	Overall MBE Goal: 13.7%	Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	Overall WBE Goal: 13.8%
<input checked="" type="checkbox"/> SERVICES	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	Overall WBE Goal: 15.0%
<input type="checkbox"/> PROFESSIONAL SERVICES	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

SECTION 1 BIDDER AND SOLICITATION INFORMATION

Bidder Company Name: <i>DECISIVE SVCS & TECH, LLC DBA ARCPONT LABS of Austin</i>		State of Texas VID#: <i>1262446361300 477341</i>	
Address: <i>2900 South 1-35, Ste 110</i>	City: <i>AUSTIN</i>	State: <i>TX</i>	Zip Code: <i>78704</i>
Contact: <i>KELLY BROOME</i>	Phone No.: <i>512/992-0872</i> <i>261/315-3773 ext</i>	Fax No.: <i>888-395-8426</i>	E-mail: <i>KBROOME@ARCPONTLABS.COM</i>
Project Name: <i>DRUG AND ALCOHOL TESTING</i> <i>RFS NR 1208-005-ML</i>	Total Bid Amount: <i>TBD</i>	Solicitation #: <i>1208-005-ML</i>	
Is your company a certified HUB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Indicate Gender & Ethnicity: <i>WOMAN OWNED - CAUCASIAN</i>		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB) (M/WBE)	<input type="checkbox"/> City of Austin	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

Definitions:

The policies of the Travis County Purchasing Office (M/WBE) to Minority/Good Faith Effort (GFE) Enterprise Bidder-Certified HUBs and Enterprise Bidder-Certified HUBs shall apply to all M/WBE and GFE Enterprise Bidder-Certified HUBs and Enterprise Bidder-Certified HUBs. The Travis County Purchasing Office (M/WBE) to Minority/Good Faith Effort (GFE) Enterprise Bidder-Certified HUBs and Enterprise Bidder-Certified HUBs shall apply to all M/WBE and GFE Enterprise Bidder-Certified HUBs and Enterprise Bidder-Certified HUBs.

receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

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

SECTION 2 SUBCONTRACTING INTENTIONS

Percentage to be subcontracted to Certified HUBs: *0%*

Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
--------------------	-----------------------	--------------------	-----------------------

Check the box that applies to the Bidder:

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

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

We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)

SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS				(Duplicate as needed)
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.				
<i>Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.</i>				
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			

SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS (Duplicate as needed)

Travis County exercises the right to verify subcontractors listed on this project. Page 67

Sub Company Name:		State of Texas VID#: RFS#1208-005-ML	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	

Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST

If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.

<input type="checkbox"/> All subs to be utilized are "Non-HUBs."	<input type="checkbox"/> HUBs solicited did not respond.
<input type="checkbox"/> HUBs solicited were not competitive.	<input checked="" type="checkbox"/> HUBs were unavailable for the following trade(s): <i>Drug + Alcohol Test</i>

RFS#1208-005-ML

SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST

The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.

- Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
- Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation?
The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)
- If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued? If yes, provide a copy of the rejection letter.
- Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.
- Bidder has (0) zero HUB participation. Provide an explanation *We ARE A WOMAN-OWNED small business that will do all work*

SECTION 7 RESOURCES

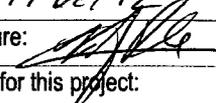
TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES		
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

SECTION 8 AFFIRMATION

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

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

- The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.
- The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us.
- Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.

Name and Title: <i>KELLY R. BROOME, PRESIDENT</i>	Date: <i>17 Oct 12</i>
E-mail Address: <i>KBROOME@ARCPPOINTLABS.COM</i>	Signature: 
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title: <i>LAUREA M. BROOME</i>	E-mail Address: <i>LBROOME@ARCPPOINTLABS.COM</i>
Phone No.: <i>210/340-8992 or 512/992-0872</i>	Fax No.: <i>888-395-8926</i>

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

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

PHAMATECH LABORATORIES & DIAGNOSTICS

FOR

DRUG AND ALCOHOL SERVICES

CONTRACT NO. 4400001191



Travis County Purchasing Office

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II. DEFINITIONS

1.0 DEFINITIONS

In this Agreement,

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

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.

1.4 "Parties" mean Travis County and/or Contractor.

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

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

1.5.2 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;

but does not include:

1.5.3 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;

1.5.4 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 and individuals with similar risks as determined by "Contractor" in the ordinary course of its business; and

1.5.5 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.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Contract and marked Attachment D.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Option to Extend: County may unilaterally extend this Contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except the term, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

2.3 Termination. COUNTY may terminate this Contract at any time by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements. CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the TRAVIS COUNTY DEPARTMENTS/OFFICES and may rely on all factual information supplied by the TRAVIS COUNTY DEPARTMENTS/OFFICES in response to these requests. However TRAVIS COUNTY DEPARTMENTS/OFFICES shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 the client reference Number, (client name)
- 4.4.3 type of service in accordance with Attach. B.
- 4.4.4 the total amount being requested
- 4.4.5 date of collection

Original invoices shall be sent to: **See Part II, Section D, for the list of County Department addresses.**

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, 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:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Debarment, Suspension and Other Responsibility Matters. Certification under this Section 4.9 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." CONTRACTOR, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

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

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

Where CONTRACTOR is unable to certify to any of the statements in this Section 6.9, CONTRACTOR shall provide an 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.

4.10 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.

4.11 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.12 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Parent Coaching & Assessments Services 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 right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR.

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the County Department with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise CONTRACTOR as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 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, 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.

7.2 Warrants. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; 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

herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.1 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.1.1 Attachment A – Scope of Services
- 7.7.1.2 Attachment B – Fee Schedule
- 7.7.1.3 Attachment C – Insurance Requirements
- 7.7.1.4 Attachment D – Ethics Affidavit
- 7.7.1.5 Attachment E - Debarment
- 7.7.1.6 Attachment F - Proposal

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement 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 herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Travis County Departments

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Phamatech Laboratories & Diagnostics
10151 Barnes Canyon Rd.
San Diego, CA 92121

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The Department designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Department designee shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The Department designee may designate representatives to transmit instructions and receive information.

7.11 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, 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 void. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the CONTRACTOR must submit a written notice to the Purchasing Agent with a copy to the Department designee within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the CONTRACTOR within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the CONTRACTOR's satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Department designee. 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.

7.12 Mediation. If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to Section 7.11, CONTRACTOR shall notify the Executive Manager, 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, 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.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other CONTRACTORS as reasonable and necessary and as required by the Travis County Departments/Offices.

7.14 Independent CONTRACTOR. The parties expressly acknowledge and agree that CONTRACTOR is an independent CONTRACTOR, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent CONTRACTOR. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, 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.

7.19.2 Number and Gender. Words of any gender in this Agreement 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 Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement 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 Agreement.

7.20 Conflict of Interest Questionnaire:

If required by Chapter 176, Texas Local Government Code, the CONTRACTOR shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The CONTRACTOR shall update this Questionnaire by September 1 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 a 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 a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Contractor

Travis County

Blanco
By: John Blanco
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 15/Nov/12

Date: _____

Approved as to Legal Form By: _____
Assistant County Attorney

Funds Verified By: _____
County Auditor

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



ATTACHMENT A**SCOPE OF SERVICES****SECTION A- TECHNICAL REQUIREMENTS-ALCOHOL TESTING****CONTRACTOR MUST:**

- 1.1 Provide trained breath alcohol technician(s) (BAT) to conduct evidential breath testing (EBT), including random selection for EBT, in compliance with Department of Transportation (DOT) regulations and 49 CFR, Parts 40 and 382, as amended.
- 1.2 Use EBT devices which are listed on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List (CPL) and meet the requirements for confirmation testing.
- 1.3 Provide in-clinic facilities that afford visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results and ensure that individuals tested at the specified Travis County on-site locations listed in Part II, Section B, Paragraph 2.17 are afforded similar privacy.
- 1.4 Provide all necessary equipment, personnel, and materials for EBT at the Contractor's location where testing is conducted and at the specified Travis County on-site testing locations.

PART II - SECTION B - TECHNICAL REQUIREMENTS - DRUG TESTING

- 1.0 **REQUIRED STANDARD OF WORKMANSHIP** Unless otherwise specifically provided for in this contract, the quality of all services rendered under it must conform to the highest standards in the relevant profession, trade or field of endeavor. All services must be rendered or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law or regulation. The regulations under which this testing is to be performed are provided (taken from the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Drug Testing Program," and the Department of Transportation (DOT) "Mandatory Guidelines for Commercial Driver's License (CDL)", as published and updated in the Federal Register. In this document these rules are referred to as "DHHS Guidelines" and "DOT Guidelines."
- 2.0 **TECHNICAL DEFINITIONS** For purposes of these Technical Requirements the following definitions are adopted:
- 2.1 ALIQUOT - A portion of a specimen used for testing.
- 2.2 BATCH - A group consisting of samples, calibrators, controls, and blind quality control specimens that is run in the same time frame under the identical assay conditions, including the technician, reagents, and instruments.
- 2.3 BZE - Benzoyllecgonine is a metabolite of cocaine that is identified and quantified in the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation test for cocaine metabolites.
- 2.4 CALIBRATORS - A certified negative human urine containing known quantities of drug and drug metabolites used to calibrate the relevant laboratory instruments.
- 2.5 CHAIN-OF-CUSTODY FORM - An approved DHHS or DOT external chain-of-custody document that tracks the handling and storage of each forensic urine specimen from time of collection to final disposition and includes entries documenting date, printed name that is clear and legible, original signature of person, purpose for handling or transfer of specimens or aliquots for every person into whose custody the specimen is transferred.
- 2.6 CONFIRMATORY TEST - A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time GC/MS or LC/MS are the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

- 2.7 CONTROLS - Known amounts of drug or drug metabolites spiked into a certified human negative urine which are used to validate calibration of an instrument, precision and accuracy of the procedure, and the performance of the technician.
- 2.8 THCA - Delta-9-Tetrahydrocannabinol-9Carboxylic Acid is a metabolite of delta-9-tetrahydrocannabinol (the major psychoactive compound of marijuana) that is identified and quantified in the GC/MS confirmation test for marijuana metabolites.
- 2.9 INITIAL TEST - An immunoassay screening test to eliminate "negative" urine specimens from further testing and identifies "presumptive" positive specimens for further testing and may use the Enzyme Multiple Immuno Technique.
- 2.10 LIMIT OF DETECTION - Three (3) standard deviations more than the mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.11 LIMIT OF QUANTITATION - The mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.12 MRO - A medical review officer who is a licensed physician responsible for receiving laboratory results generated by the Travis County drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive test result with the medical history and any other relevant biomedical information of the person who provided the specimen.
- 2.13 NON-DOT TESTING - Special drug and alcohol screens for Travis County Sheriff's Office and Travis County Drug Diversion Court not required by, or conducted under, DHHS or DOT guidelines. Non-DOT testing includes Non-DOT pre-employment testing, Non-DOT Drug Diversion Court testing, Non-DOT Pretrial Services Testing and HHSD/CPS.
- 2.14 NON-DOT PRE-EMPLOYMENT TESTING - A test for 10 specified drugs and/or their metabolites. These tests will be administered before employment in certain safety-sensitive positions within the Travis County Sheriff's Office. The specific drugs to be tested for and their respective presumptive cut-off levels are listed in Section 6.0.
- 2.15 NON-DOT DRUG DIVERSION COURT TESTING - These tests are of two types, Type I and Type II, each for 5 specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as a condition of probation or deferred adjudication as ordered by the Travis County Drug Diversion Court. The specific drugs to be tested for and their respective presumptive cut-off levels

for both Type I and Type II tests are listed in Section 6.0. (on fee schedule items 7 & 8).

- 2.16 NON-DOT PRETRIAL SERVICES TESTING - These tests are of two types, Type I and Type II, each for five (5) specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as condition of pretrial releases ordered by the Travis County Pretrial Services department. The specific drugs to be tested for and their respective presumptive cut-off levels for both Type I and Type II tests are listed in section 6.0 (on fee schedule items 12 & 13)
- 2.17 SECRETARY - The Secretary of Health and Human Services or the Secretary of Transportation in regards to issues which affect their respective drug testing programs. The Secretary may designate an individual from a recognized organization (to include a Contractor) to act on her/his behalf in the implementation of these DOT or DHHS Guidelines.
- 2.18 TRAVIS COUNTY ON-SITE TESTING LOCATIONS - Random drug and alcohol screening tests will be regularly conducted by the Contractor at the following Travis County locations:
- 2.18.1 TNR Satellite One Office - 9301 Johnny Morris Road, Austin, TX 78724
- 2.18.2 TNR Westside Service Center - 1405 FM 620 North, Austin, TX 78732
- 2.18.3 TNR Satellite Four Office - 5412 Lockhart Highway, Austin, TX 78744
- 2.18.4 Travis County Jail - 1000 San Antonio Street, Austin, TX 78701
- 2.18.5 Travis County Correctional Complex - 3614 Bill Price Road, Del Valle, TX 78617

3.0 **SCOPE OF WORK:**

- 3.1 The Contractor must provide all labor, facilities, equipment and material to perform the initial test for the detection of marijuana metabolites and cocaine metabolites on all urine specimens submitted, and additionally perform the initial test for opiates, phencyclidine and amphetamines on individually requested specimens.
- 3.2 The Contractor must provide all labor, facilities, equipment and material to perform GC/MS confirmation tests on all specimens that are screened positive by the initial test.
- 3.3 The Contractor must provide a method for identifying interfering substances which prevent the initial test, such as contaminants, adulterants, or other masking

- agents; and provide any special testing necessary to support the laboratory's results.
- 3.4 The Contractor must conduct additional GC/MS testing to identify 6 methamphetamine and Dextros and Levo when consistent with DHHS and/or DOT guidelines.
 - 3.5 All laboratory analysis will be provided in accordance with all DOT regulations and the DHHS procedures and 49CFR, Parts 40 and 382.
 - 3.6 Urinalysis will be conducted with an initial test to eliminate negative urine specimens from further analysis.
 - 3.7 Positive initial test results will be confirmed by conducting GC/MS method of analysis.
 - 3.8 The initial test and positive confirmatory test will be done by the same laboratory. Where a Travis County employee requests additional testing following a positive confirmatory test, such testing on another aliquot will be conducted by a different laboratory, certified by the DHHS, and as directed by the MRO.
 - 3.9 Remaining aliquots must be retained in frozen storage for 60 days after the date on which the laboratory acquires it.
 - 3.10 The Contractor must provide an MRO.
 - 3.11 Contractor will provide a scientific method for random selection of County commercial drivers for drug and alcohol testing. Data for input into the random selection data base will be provided by the County. Random lists must be generated and distributed to the County at least monthly or on a more frequent basis as requested.
 - 3.12 Contractor must provide to the County copies of records, and databases developed and maintained by the Contractor as part of the activities under the contract and must deliver them to the County quarterly or upon request. The records and databases must be provided both in paper form and in Excel electronic format.
 - 3.13 Contractor and subcontractors must accommodate the identification procedures required by the various county departments utilizing the Contractor services to verify identity of the person that gives the specimen.
 - 3.14 The Contractor is required to maintain and use a system of safeguarding County records which identify County personnel and any other information received in the performance of this contract, to ensure the highest level of privacy for County employees. Contractor shall provide all services required in a manner that would

comply with the Privacy Act, 5 U.S.C. 552a and Section 503 of Public Law 100-71, if Contractor were an entity bound to comply with these laws.

The Contractor and its employees shall not hold any discussion or release any information or data pertaining to the Travis County Alcohol and Drug Testing Program without the prior written approval of the Coordinator. This restriction applies to all releases of information to the public, industry, or government organizations.

- 3.15 The principal and other key personnel responsible for the project and named in the Contractor's proposal may not be removed from the program or have their time substantially decreased without prior approval of the County. Replacement personnel must have equivalent qualifications to the persons named and are subject to approval by the County.
- 3.16 Contractor must, upon request, pick up urine specimens collected by the Travis County Sheriff's Office within two hours of a request at 1000 San Antonio Street, Austin, Texas 78701.
- 3.17 **THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT AND THE JUVENILE DRUG COURT** will require Confirmation Test only. Initial screens are provided by the Departments personnel. Chain of custody procedures and forms must be provided to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT. THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT personnel will adhere to the Chain of Custody Procedures and deliver specimen to the Contractor for confirmation testing.

Contractor shall report results to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT within 72 hours of delivery, by fax which must be followed with notification via regular mail containing the MRO's certification of the results and a certified copy of the chain of custody form.

The Family Drug Treatment Court will occasionally require a Confirmation Test only.

- 3.18 CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each Client served by CONTRACTOR, the type of Service provided by CONTRACTOR, the total tests provided by CONTRACTOR, the hourly fee assessed for each Service provided by CONTRACTOR (expert witness), the name of the Provider and the total amount of payment requested for each Client. **Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR's representative. A list of County Departments which invoices should be sent can be found in Part II, Section D, Attachment D.**

4.0 **PROCEDURE MANUAL**

- 4.1 The laboratory must have a procedure manual which includes the principles of each test; preparation of reagents, calibrators and controls; methods used to determine limit of detection, limit of quantization, and linearity; calibration procedures; derivation of results; linearity of methods; cutoff values, mechanisms for reporting results; controls; criteria for unacceptable specimens and results; remedial actions to be taken when the test systems are outside of acceptable limits; reagents and their expiration dates; and references. Copies of all procedures and dates on which they are in effect must be maintained as part of the manual.
 - 4.2 Laboratory calibrators and controls must be prepared with pure drug reference standards, whenever possible from two different sources, or from at least two different lot numbers. The labels on these reagents must contain the following information: preparer; content; concentration; date when received, opened, prepared; content and concentration; and expiration date. The analytical data used to certify calibrators, controls, and human negative urine must be available for inspection.
 - 4.3 Instruments and equipment:
 - 4.3.1 Volumetric pipettes and measuring devices must be calibrated and certified for accuracy or be checked by gravimetric, colorimetric, or other verification procedure. Automatic pipettes and dilutors must be checked for accuracy and reproducibility before being placed in service and checked periodically after that.
 - 4.3.2 There must be written procedures for certification of new instruments, procedures for instrument set-up and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks, and instructions for major trouble shooting and repair. Contractor must maintain records on preventive maintenance and make these records available upon request.
 - 4.4 There must be written procedures for the actions, remedial and otherwise, to be taken when systems are out of acceptable limits, or discrepancies or errors are detected. There must be documentation in the form of Memorandum for the Record that these procedures are followed and that all necessary corrective actions are taken.
 - 4.5 The laboratory must have at least one qualified, experienced, and established forensic toxicologist to provide expert testimony in Travis County legal, administrative or disciplinary proceedings involving urinalysis cases.
- 5.0 **SPECIFIC TESTING** Specimens submitted must be initially tested for THC, BZE, opiates, phencyclidine and amphetamines. When conducting either initial or confirmatory tests, every batch must contain an appropriate number of standards for calibrating the

instrumentation and a minimum of 10 percent controls. Both internal blind quality control and external blind performance test samples must be true blind samples and not discernible to laboratory analysts.

6.0 INITIAL DRUG TEST PROCEDURES

- 6.1 For the DOT program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the DOT program must be screened for the following 5 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Cannabinoids (THC)	50 ng/ml
Benzodiazepines (BZE)	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	1,000 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.2 For the Non-DOT pre-employment testing program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT pre-employment testing program must be screened for the following 10 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids	20 ng/ml
Propoxyphene	300 ng/ml
Methadone	300 ng/ml
Ethanol	10 ng/dl

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.3 For the Non-DOT Drug Diversion Court (SHORT Program) Direct Observation testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type I testing program must be screened for the following 4 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.4 For the Non-DOT Drug Diversion Court (SHORT program) and the Juvenile Probation Department, Direct Observation testing - Type II program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type II testing program must be screened for the following 8 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.5 For the Non-DOT Juvenile and other miscellaneous Travis County Offices, Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

- 6.6 For the Non-Dot Pretrial Services Unobserved testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type I testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.7 For the Non-Dot Pretrial Services Unobserved testing - Type II program, all specimens must be screened using approved immunoassays that meet the

requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type II testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.8 For the Non-DOT Countywide Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

7.0 **CONFIRMATORY TEST PROCEDURES**

- 7.1 All confirmation testing must be performed using GC/MS, applying the procedures for each drug and/or metabolite(s) outlined in this section. All confirmation testing must be by quantitative analysis. Concentrations that exceed the linear region of the standard curve value may be diluted. If diluted, the dilution factor must be considered when calculating the actual drug content of the specimen. If the specimen is not diluted, the concentration of the specimen will be the actual determined value of the specimen. Limit of detection should be

determined for each GC/MS instrument. The limit of quantization should be determined for each GC/MS instrument.

7.2 The Cannabinoids (THC) confirmation test must meet the additional following parameters:

7.2.1 The target compound is THC,

7.2.2 A deuterated analog of THC with a certified purity confirmed by the laboratory is the internal standard, and

7.2.3 A positive report based on a forensically accepted GC/MS technique which indicates the presence of THC in a concentration greater than or equal to 15 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and one positive.

7.3 The Benzodiazepines (BZE) confirmation test employed must meet the following additional parameters:

7.3.1 The target compound is BZE,

7.3.2 A deuterated BZE analog with certified purity confirmed by the laboratory is the internal standard, and

7.3.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of BZE in a concentration greater than or equal to 150 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and the other positive.

7.4 The amphetamines confirmation test employed must meet the following additional parameters:

7.4.1 The target compounds for amphetamines are amphetamine, methamphetamine, or both,

7.4.2 A deuterated amphetamine and deuterated methamphetamine with certified purity confirmed by the laboratory is the internal standard, and

7.4.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of amphetamine and/or methamphetamine at a concentration greater than, or equal to, 500 ng/ml. Any methamphetamine positive must also indicate the presence of amphetamine greater than, or equal to, 200 ng/ml. Any methamphetamine positive sample must also be tested to identify and quantitative the D & L isomer. The run must include two blind quality control specimens, one negative and the other positive.

- 7.5 The opiates confirmation test employed must meet the following additional parameters:
- 7.5.1 The target compound for opiates are morphine and codeine,
 - 7.5.2 A deuterated morphine and deuterated codeine with certified purity confirmed by the laboratory is the internal standard, and
 - 7.5.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of morphine and/or codeine at a concentration of 300 ng/ml or greater. Any morphine positive with a concentration equal to or greater than 4,000 ng/ml must also be tested to determine the presence of 6-Monoacetylmorphine at a concentration of 10 ng/ml or greater. The run must include two blind quality control specimens, one negative and the other positive.
- 7.6 The phencyclidine (PCP) confirmation test employed must meet the following additional parameters:
- 7.6.1 The target compound is PCP (Parent Drug),
 - 7.6.2 A deuterated phencyclidine analog with certified purity confirmed by the laboratory is the internal standard, and
 - 7.6.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of phencyclidine in a concentration equal to or greater than 25 ng/ml. The run must include two blind quality control specimens, one negative and the other positive.
- 7.7 Barbiturates confirmation test employed
- 7.8 Cocaine confirmation test employed
- 7.9 Propoxyphene confirmation test employed

Testing procedures for the DOT drug testing programs must follow the requirements specified in Part II, Section B, Paragraph 1.0. If variation exists between these requirements and the DOT Final Regulations as published in the Federal Register, the guidance specified in DOT's Final Regulations governs.

- 8.0 **CERTIFICATION OF LABORATORIES ENGAGED IN URINE DRUG TESTING FOR FEDERAL AGENCIES** The Contractor must be certified and maintain certification in accordance with the applicable DHHS and DOT Guidelines in the Federal Register.

9.0 **DAY-TO-DAY MANAGEMENT**

- 9.1 The laboratory must have a qualified individual to assume professional, organizational, educational, and administrative responsibility for the laboratory's urine drug testing facility who is named in the proposal.
- 9.2 This individual must be engaged in and responsible for the day-to-day management of the drug testing laboratory even where another individual has overall responsibility for an entire multi- specialty laboratory.
- 9.3 This individual must ensure that there are enough personnel with adequate training and experience to supervise and conduct the work of the drug testing laboratory. He or she must ensure the continued competency of laboratory personnel by documenting their in-service training, reviewing their work performance, and verifying their skills.
- 9.4 This individual must ensure that the laboratory has a procedure manual which is complete, up-to-date, available for personnel performing tests, and followed by those personnel. The procedure manual must be reviewed, signed, and dated by this responsible individual whenever procedures are first placed into use or changed or when a new individual assumes responsibility for management of the drug testing laboratory. Copies of all procedures and dates on which they are in effect must be maintained.
- 9.5 This individual must maintain a quality assurance program to assure the proper performance and reporting of all test results; maintain acceptable analytical performance for all controls and standards; maintain quality control testing; and assure and document the validity, reliability, accuracy, precision, and performance characteristics of each test and test system.
- 9.6 This individual must take all remedial actions necessary to maintain satisfactory operation and performance of the laboratory in response to quality control systems not being within performance specifications, errors in result reporting or in analysis of performance testing results. This individual must ensure that sample results are not reported until all corrective actions have been taken and he or she can assure that the test results provided are accurate and reliable.
- 9.7 To obtain specimens under the Type I or Type II Programs for the Non-DOT Drug Diversion Court testing the contractor is responsible for the integrity of the collection of the urine specimens. The contractor must ensure that any environmental factors and/or any attempts on the part of the person being tested to manipulate the test results do not contaminate the specimens. If lab staff is used to observe individuals giving urine specimens, they must have the necessary training and skills to ensure the integrity of the urine tests. At a minimum, the following procedures must be used for the collection of urine and the reporting of testing results:

9.7.1 For storage of urinalysis supplies, the contractor shall:

9.7.1.1 store all urinalysis supplies in a secure area with access limited to employees involved in the collection process; and

9.7.1.2 prevent client access to the secure storage areas.

9.7.2 For observation of urine specimens, the contractor shall:

9.7.2.1 secure the collection area;

9.7.2.2 provide gender appropriate staff who shall be present in the lavatory to observe individuals giving the urine specimens; and

9.7.2.3 ensure that the staff observing individuals giving urine specimens have adequate training to safeguard the collection process from fraudulent attempts to alter the urine specimens and/or environmental factors that would affect the validity of the test results.

10.0 **TEST VALIDATION** The laboratory's urine drug testing facility must have a designated certifying scientist who reviews all pertinent data and quality control results to attest to the validity of the laboratory's test reports. A laboratory may designate more than one person as a certifying scientist. The certifying scientist(s) may be any employee who is qualified to be responsible for day-to-day management or operation of the drug testing laboratory.

11.0 **DAY-TO-DAY OPERATIONS AND SUPERVISION OF ANALYSTS** The laboratory's urine drug testing facility must have an individual to be responsible for day-to-day operations and to supervise the technical analysts. This individual must have at least a bachelor's degree in the chemical or biological sciences or medical technology or equivalent. This individual must have training and experience in the theory and practice of all methods and procedures used in the laboratory, a thorough understanding of quality control practices and procedures; a thorough understanding of the review, interpretation, and reporting of test results; knowledge of chain-of-custody procedures; and experience providing prompt remedial actions to be taken in response to test results out of acceptable range or detecting aberrant test or quality control results.

12.0 **OTHER PERSONNEL** Other technicians or non technical staff must have the necessary training and skills for the tasks assigned.

13.0 **WITNESSES**

13.1 Contractor personnel may be required to appear personally at administrative hearings to explain their laboratory procedures. The Contractor must have at least

one person available in each of the following categories on a full-time basis to testify at administrative hearings:

13.1.1 Category A: An expert in forensic toxicology drug testing issues who is capable of discussing Contractor's laboratory procedures and who has the following minimum qualifications:

13.1.1.1 Certification as a laboratory director by the State in forensic or clinical laboratory toxicology; or

13.1.1.2 A Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, pharmacology, or toxicology,

13.1.1.3 Training and experience comparable to a Ph.D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry, and pharmacology or toxicology,

13.1.1.4 Appropriate experience in analytical forensic toxicology including experience with the analysis of biological material for drugs of abuse, and

13.1.1.5 Appropriate training and/or experience in forensic applications of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology of drugs of abuse, or other factors which qualify the individual as an expert witness in forensic toxicology.

13.1.2 Category B: A person fully knowledgeable on the procedural aspects of urine drug testing at the Contractor's laboratory.

13.1.3 Category C: A processing technician who is a qualified and trained laboratory technician that handles testing of Travis County specimens on a day-to-day basis.

14.0 **TRAINING** The laboratory must have a manual and maintain records reflecting the training and certification of personnel, describing the procedures for initial and annual certifications. Procedures must also be in place which describe the decertification process and any remedial training required for recertification.

15.0 **FILES** Laboratory personnel files must include resume of training and experience; certification or license, if any; references; job descriptions, records of performance evaluation and advancement; incident reports; and results of tests which establish employee competency for the position he or she holds, such as test for color blindness, if appropriate.

16.0 QUALITY ASSURANCE AND QUALITY CONTROL

16.1 GENERAL:

Any drug testing laboratories used by the Contractor under this contract must have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, accessioning, aliquoting, chain-of-custody, security and reporting of results, initial and confirmatory testing, and validation of analytical procedures. Quality assurance procedures must be designed, implemented, and reviewed to monitor the conduct of each step of the process of testing for drugs.

16.2 LABORATORY QUALITY CONTROL REQUIREMENTS FOR INITIAL TESTS:

16.2.1 Each analytical run of specimens to be screened must include:

16.2.1.1 Urine specimens certified to contain no drug,

16.2.1.2 Urine specimens fortified with known standards, and

16.2.1.3 Positive controls with the drug or metabolite at or near the presumptive positive level.

16.2.2 In addition, with each batch of samples a sufficient number of standards must be included to ensure and document the linearity of the assay method over time in the concentration area of the cutoff. After acceptable values are obtained for the known standards, those values will be used to calculate sample data. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must be documented. A minimum of 10 percent of all test samples must be quality control specimens. Laboratory blind quality control samples, prepared from spiked urine specimens of determined concentration must be included in each run and should appear as normal samples to laboratory analysts. One percent of each run, with the minimum of at least one sample, must be the laboratory's own blind quality control samples.

16.3 CONFIRMATION TEST:

A run for the GC/MS will contain no more than 25 specimens and controls. The run must contain a minimum of four urine quality control specimens: one certified standard at the cutoff concentration, one certified sample at 40% of cutoff, one certified negative urine specimen, and one certified positive urine specimen at or near the cutoff. Two of the four quality control samples must be blind. The linearity and precision of the method must be periodically

documented. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must also be documented. The calibrators must be quantitative within 10% of the target value when the calibrators are certified, as required by DHHS and DOT guidelines. The concentration of all quality control specimens must assay within + or - 20% of their certified value. For only the Electron Impact GC/MS methods, the retention time of the drug must be within 2% of the extracted sample at the cutoff concentration and the ion ratios must be within + or - 20% of the extracted sample at the cutoff. The calculated concentration of the negative quality control specimens must not exceed the established limit of detection of the instrument for the drug being tested. All quality control samples must be within the acceptable range and meet all chromatographic criteria with all ion ratios within + or - 20% before reporting any sample results in that run. The chromatography of an internal standard from the negative specimen must meet the retention time and ion ratio requirements.

17.0 **SPECIMEN HANDLING AND RECEIVING REQUIREMENTS**

- 17.1 The Contractor must utilize an appropriate system to ship the specimens, if required. If not shipped via the U.S. Postal Service, then the Contractor must ensure that there is sufficient security to ensure the physical security and integrity of the specimen, the chain-of-custody, and shipping container.
- 17.2 The Contractor must provide specimen kits containing a kit box, urine specimen container, specimen bottle seal, protective seal, label, sealable plastic bag to hold the container, and foam insert. The urine containers must hold 100 ml., be made of inert materials that will not absorb or adsorb drugs, or drug metabolites, and meet DHHS and DOT standards. The cap liner must be made of inert material that will not absorb or adsorb drugs or drug metabolites from the specimen. The containers' temperature strip must be inside (unless prohibited by DHHS or DOT regulation) and be occluded. The occlusion must show tampering and allow for ready viewing by authorized personnel. The shipping containers must at least meet U.S. Postal Service standards and be pre-addressed and prepaid for shipment to the Contractor's laboratory. The Contractor must ship with the specimen kits at least one chain-of-custody forms for each specimen kit.
- 17.3 Upon receipt of specimens, the Contractor must record the condition of the shipping container, including information about damage in shipment, evidence of suspected specimen tampering, or other unusual conditions. The Contractor must compare information on specimen bottles to the information on the accompanying chain-of-custody forms. Records must be kept of the individuals that perform these checks. A Discrepancy Report must be generated, in accordance with Part II, Section B, Paragraph 21.3, and must be used to record discrepancies and provided to the office that collected the specimen.

18.0 **SECURITY OF LABORATORY AND SPECIMENS**

- 18.1 The identity and integrity of the urine specimens must be maintained within the laboratory. All specimens must be maintained in a secure area with limited and controlled access throughout all phases of processing and storage from receipt to final disposal.
- 18.2 Drug testing laboratories must be secure at all times. They must have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored. Access to these secured areas must be limited to specifically authorized individuals whose authorization is documented. With the exception of personnel authorized to conduct inspections on behalf of Federal agencies for which the laboratory is engaged in urine testing or on behalf of the Secretary, any person not employed by the Contractor must be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained and kept available for audit.
- 18.3 Laboratories must use chain-of-custody procedures to maintain control and accountability of specimens from receipt through the following processes:
 - 18.3.1 completion of testing,
 - 18.3.2 reporting results,
 - 18.3.3 during storage, and
 - 18.3.4 final disposition.
- 18.4 The date and purpose must be documented on a chain-of-custody form each time a specimen is handled or transferred, and every individual in the chain must be identified. Accordingly, authorized technicians must be responsible for each urine specimen or aliquot in their possession and must sign and complete chain-of-custody forms for these specimens or aliquots as they are received.

19.0 **RETENTION OF SPECIMENS**

- 19.1 Specimens that do not receive an initial test within 7 days of arrival at the laboratory must be placed in secure refrigeration units. Temperatures must not exceed 6 degrees centigrade. An emergency power generator must be available in case of prolonged power failure to maintain the stability and integrity of specimens.
- 19.2 All positive specimens must be placed in a limited access long-term, frozen storage area for a minimum of one year, and temperature must be maintained at -20 degrees centigrade. Within this one year period Travis County may request the

laboratory to retain the specimen for an additional period of time; but, if no such request is received the Contractor must provide a list of those specimens and request permission of the Alcohol and Drug Testing Program Coordinator (the "Coordinator") to destroy the specimens. The Coordinator shall approve destruction if there is no pending litigation. If there is a legal challenge, the Contractor is required to maintain the specimens for an indefinite period.

20.0 **DRUG TEST RESULTS REPORTING REQUIREMENTS**

- 20.1 The report must identify the drugs/metabolites tested for, whether positive or negative, and the presumptive positive level for each, the base specimen number assigned; the Contractor's laboratory number, and the test subject's Social Security number. The report must include a certified copy of the original chain-of-custody and must be signed by the certifying scientist. The results (positive and negative) for all specimens submitted on the same chain-of-custody form must be reported back to the MRO at the same time.
- 20.2 The laboratory must report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive for a specific drug or class of drug are reported positive for that specific drug.
- 20.3 The MRO may request quantization of test results from the laboratory, and the laboratory must provide quantization of test results.
- 20.4 Results must be transmitted in a secured manner so as to ensure confidentiality of the information. If the County approves a manner as one that is sufficiently secure, the laboratory may transmit results to the MRO by various electronic means. Results cannot be provided by telephone under any circumstances. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.
- 20.5 The laboratory must send only to the MRO a certified copy of the original chain-of-custody form signed by the individual responsible for day-to-day management of the drug testing laboratory or the individual for attesting to the validity of the test results.
- 20.6 The Contractor shall report to Travis County, by fax, **Non-DOT** negative or positive results of initial tests within twenty-four (24) hours from the date of collection. Fax notification of negative and positive initial test results must be followed with notification via regular mail containing a certified copy of the chain-of-custody form.

The Contractor shall provide to Travis County Pretrial Services a list of all Pretrial Services clients (individuals) who at the end of the business day did not appear at the collection facility to submit a sample as referred by the agency.

20.7 Contractor shall report to County **DOT** negative results of initial tests within 48 (forty-eight) hours from the date of collection if the collection is before 4:00 p.m. and 72 (seventy-two) hours if collection is after 4:00 p.m. by fax. Fax notification of negative initial test results must be followed with notification via regular mail containing the MRO's certification of the negative results and a certified copy of the chain-of custody form.

Contractor shall report to County **DOT** confirmatory positive test results of initial tests within 72 (seventy-two) hours and 96 (ninety-six) hours from the date of collection by fax, depending on the employee's response to the MRO. In some cases the reporting time may take longer due to circumstances which are governed by federal regulations. Fax notification of positive initial test results must be followed with notification via regular mail containing the MRO's certification of the positive results and a certified copy of the chain-of custody form.

21.0 **SUMMARY REPORTING REQUIREMENTS**

21.1 In accordance with the appropriate DHHS and/or DOT Guidelines, the Contractor must send to Travis County Departments/Offices (listed on Attachment 5) a monthly summary report. Initial and confirmation data must be included from test results reported within that month. Normally this summary must be forwarded by registered mail not more than 14 calendar days after the end of the month covered by the summary. The summary report must contain the following information:

21.1.1 Initial test reports must include the following information:

21.1.1.1 Number of specimens received,

21.1.1.2 Number of specimens reported out, and

21.1.1.3 Number of specimens screened positive for: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines

21.1.2 Confirmatory testing reports must include the following information:

21.1.2.1 Number of specimens received for confirmation, and

21.1.2.2 Number of specimens confirmed positive for: marijuana metabolite, cocaine metabolite, morphine, codeine, phencyclidine, amphetamine, and methamphetamine.

- 21.2 On a monthly basis the Contractor must supply to the Travis County Coordinator, the following information on specimens completed since the last report:
- 21.2.1 Identification number,
 - 21.2.2 Laboratory Accession Number,
 - 21.2.3 Date Specimen Received in Laboratory,
 - 21.2.4 Drugs Screened For,
 - 21.2.5 Confirmation Tests Conducted,
 - 21.2.6 Final Report (Positive or Negative),
 - 21.2.7 Date Report Sent to Travis County, and
 - 21.2.8 Specimen Turnaround Time.
- 21.3 No later than the 10th working day after the end of the calendar month, the Contractor must submit a discrepancy report to Travis County Departments/Offices (listed on Attachment 5) with the following data:
- 21.3.1 Reporting Month;
 - 21.3.2 For each submitting location sending specimens during the reporting month, the total number of specimens received; and
 - 21.3.3 For each department submitting specimens during the reporting month, the total number of specimens discarded, broken down into the following categories:
 - BU - Box unsealed or no signature or date on box seal
 - NHHS - No DHHS chain-of-custody-form
 - DOT - No DOT chain-of-custody form
 - ISSN - Incomplete social security number
 - ISPN - Incomplete base specimen number
 - NCOC - No chain-of-custody form
 - QNS - Volume in bottle is less than 30 ml
 - LSSN - Social Security number on specimen label does not match the social security on the chain-of-custody form
 - LAX - Laboratory Accident

22.0 **REPORTING REQUIREMENTS FOR DHHS AND DOT DRUG TESTING PROGRAM**

Activity in support of the DHHS and DOT drug testing program must be accounted for and reported separately by Contractor to Travis County Departments/Offices (listed on Attachment 5).

- 23.0 **SUBSTANTIATION** The Contractor must make available copies of all drug testing analytical results, including all certification specimen results, open performance test results, all quality control sample results and all personnel training and certification records when requested by Travis County Coordinator.
- 24.0 **RECORD RETENTION** Unless otherwise instructed by the DHHS in writing, all records pertaining to a given urine specimen must be retained by the drug testing laboratory for a minimum of 2 years. Upon request from Travis County, the Contractor must provide any information or documents pertaining to the procedures used at its laboratory for performance of this contract. Examples of procedures include chain-of-custody, testing protocols, quality control, procedures manual and results reporting. The County reserves the right to require the Contractor to change a procedure if the procedure is not consistent with current DHHS or DOT Guidelines.
- 25.0 **GENERAL LITIGATION SUPPORT** Depositions and interrogatories of Contractor personnel must be provided by the Contractor in conjunction with testing performed under this contract when requested by Travis County. Travis County will endeavor, where feasible to limit these requests to written interrogatories. The Contractor must establish procedures to insure timely and appropriate responses to requests for litigation support packages, discovery requests, and other inquiries. Where testimony is required in support of drug testing results, the Contractor must provide witnesses as required. The witness must also provide expert testimony in support of information contained in the Litigation Support Package, when requested.
- 26.0 **URINALYSIS DRUG TESTING LITIGATION SUPPORT PACKAGE**
- 26.1 The Contractor must provide within ten (10) business days documentary evidence in the form of a litigation support package to be used by Travis County at an administrative proceeding in conjunction with testing performed under this contract.
- 26.2 The litigation support package must consist of the following:
- 26.2.1 Certification and authentication by the appropriate laboratory official having custody of the original documents that the documents contained in the litigation support package are true and accurate copies of the original documents maintained by the laboratory as part of its regularly conducted laboratory activities;
- 26.2.2 Laboratory Report form;
- 26.2.3 Explanatory Affidavit, to include interpretation of test results;

- 26.2.4 All data from the initial test results including all standards and controls run with the batch;
- 26.2.5 All data including chromatographs and quantization reports from the GC/MS analysis including the standards and controls run with the batch;
- 26.2.6 Copies of all internal chain-of-custody documents; and
- 26.2.7 Summary qualifications of all personnel who appear on the chain-of-custody documents.

27.0 **CONTRACTOR FURNISHED MATERIAL**

- 27.1 The Contractor must provide containers to transport all specimens from Travis County. Containers must provide leak proof transportation to the Contractor's laboratory.
- 27.2 The Contractor must provide all U.S. Postal Service approved packaging material for the transportation of urine specimens or, if other type of transportation is chosen, the appropriate packaging material must be provided by the Contractor. The shipping costs for First Class shipping of the specimens from the sites to the laboratory shall be prepaid by the Contractor.

ATTACHMENT B

FEE SCHEDULE

PART II, SECTION C, FEE SCHEDULE

DOT Testing UNOBSERVED

Cost per Test/Service

In Clinic:

- 1. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines) \$ 45.00
- 2. Breath alcohol test \$ 35.00

On Site:

- 3. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines) \$ 125.00
- 4. Breath alcohol test \$ 125.00

NON-DOT Pre-Employment Testing

- 5. (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone and Ethanol) \$ 45.00
- 6. Provider Travels to County to perform testing (fee per visit) \$ 75.00/ per visit

NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program

- 7. **TYPE I** - (Amphetamines, Cannabinoids Cocaine, Opiates) \$ 55.00
- 8. **TYPE II** – (Amphetamines, Methadone (Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene) \$ 60.00

NON-DOT Countywide UN-OBSERVED

- 9. Drugs plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone plus Ethanol) \$ 55.00
- 10. Expedited Results (4 Hours) \$ N/A
- 11. Expedited Results (within 24 hours) \$ N/A

NON-DOT UNOBSERVED

- 12. **TYPE I** – Amphetamines, Cannabinoids, Cocaine, Opiates and Ethanol \$ **45.00**
- 13. **TYPE II** -(Barbiturates, Benzodiazepines, Cannabinoids, Opiates, Ethanol) \$ **45.00**

HHSD/Child Protective Services Testing OBSERVED

- 14. (Amphetamines, Cocaines, Opiates, Cannabinoids, Benzodiazepines, Barbiturates, Phencyclidine, Phropoxyphene, 2nd (GL/MS) and another LAB and MRO, Ethanol) \$ **65.00**

MISCELLANEOUS TESTING

- 15. Eye Scanning (PassPoint or equal) \$ **N/A**
- 16. Hair Testing \$ **N/A**
- 17. Oral Fluid Testing \$ **55.00**
- 18. Nail Testing \$ **N/A**
- 19. Drug Patch \$ **N/A**
- 20. ETG/ETS Testing \$ **35.00**
- 21. K2/Spice Testing \$ **50.00**
- 22. Bath Salt Testing \$ **50.00**
- 23. Ambien Testing \$ **N/A**

CONFIRMATION TESTING

- 21. Amphetamine Confirmation Test (GC/MS) \$ **25.00**
- 22. Barbiturate Confirmation Test (GC/MS) \$ **25.00**
- 23. Benzodiazepines (BZE) Confirmation Test (GC/MS) \$ **25.00**
- 24. Cocaine Confirmation Test (GC/MS) \$ **25.00**

- 25. Opiate Confirmation Test (GC/MS) \$ 25.00
- 26. Phencyclidine Confirmation Test (GC/MS) \$ 25.00
- 27. Cannabinoids (THC) Confirmation Test (GC/MS) \$ 25.00
- 28 Phropoxyphene Confirmation Test (GC/MS) \$ 25.00
- 29. Ethanol (Alcohol) \$ 50.00
- 30. 2nd (GC/MS) & another LAB and MRO \$ 50.00

TRAVEL TO PERFORM ON-CALL TESTING

- 31. Between 6:00 p.m. and 7:00 a.m. Monday through Friday (non Holiday weekdays) or Holidays and weekends 24 hour emergency on-site response \$ 150.00

EXPERT WITNESS

- 32. Expert Witness (Hourly Rate) \$ 100.00/per hr.

MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

- 33. SPANISH Speaking Interpreter on-site while Testing Center Open Per Hour Rate between the hours of 7:00 – 6:00 (for the Short Program/Drug Diversion Court Only) \$ 75.00/per hr.
- 34. Notification via daily sign-in sheets faxed to the following two Departments ONLY: SHORT Program/Drug Diversion Court And Pretrial Services Program. Daily cost for each department

Whenever open, will have **both** the required qualified man and required qualified woman for direct observed testing on their respective counterparts? Yes No

Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory used? Yes No

Location, contact person, phone number and address of all available clinics and hours of service at each location:
Austin - On Site Services 8711 Burnet Rd. Ste A6 Austin, TX 78757 512-407-8111 M-F 8-5pm

Austin - AccuDiagnostics 3910 S I-35 Ste 300 Austin, TX 78704 512-912-9600 M-F 8:30-5:30pm

Austin - North Lamar Chiropractic 10102 North Lamar Blvd. Austin, TX 787533 512-835-1955 M-F 9-6pm

Dallas - Excel Occupational Clinics 1050 W Mockingbird Ln. Dallas, TX 75247 214-951-9595 M-F 8-pm

ATTACHMENT C
INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

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

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.

RFS# 1208-005-ML

ATTACHMENT 1

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: 9/23/2012

Name of Affiant: **JOHN POLANCO**

Title of Affiant: **SALES DIRECTOR**

Business Name of Offeror: **Phamatech Laboratories & Diagnostics Inc.**

County of Offeror: **San Diego, CA**

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror 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 Exhibit B.

[Handwritten Signature]

Signature of Affiant

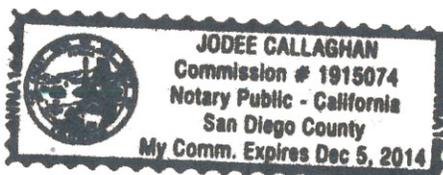
10151 Barnes Canyon Road

San Diego, CA 92121

Address

SUBSCRIBED AND SWORN TO before me by 2 on OCTOBER, 2012.

Notary Public, State of Texas



Typed or printed name of notary

My commission expires:

Jodee Callaghan

Dec. 5, 2014

[Handwritten Signature]

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
November 2, 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.....	Felicita 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.....	Julie Wheeler*	
Executive Assistant.....	Jacob Cottingham	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor.....	Nicki Riley*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
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.	
Interim Chief Information Officer.....	Tanya Acevedo	
Interim Chief Information Officer.....	Rod Brown	
Interim Chief Information Officer.....	Walter Lagrone	
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.....	Vacant	
Attorney, Transactions Division.....	Elizabeth Winn	
Attorney, Transactions Division.....	Mary Etta Gerhardt	
Attorney, Transactions Division.....	Barbara Wilson	
Attorney, Transactions Division.....	Jim Connolly	
Attorney, Transactions Division.....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson	
Purchasing Agent.....	Cyd Grimes, C.P.M., CPPO	

Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV CW Bruner, CTP
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Diana Gonzalez.....	12/16/12
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division.....	Tamara Armstrong.....	03/30/13
Executive Assistant.....	Lori Duarte	06/15/13
Chief Information Officer.....	Joe Harlow.....	07/31/13
County Auditor	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13

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

EXHIBIT 2
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

ATTACHMENT E
CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ___YES ___NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized

ATTACHMENT F

PROPOSAL

SOLICITATION 1208-005-ML
DRUG AND ALCOHOL TESTING



TRAVIS COUNTY

“ORIGINAL COPY”

Bid Due Date: October 10, 2012 by 3:00pm CST
Deliver To: Travis County Purchasing Agent
700 Lavaca, 8th Floor
Austin, TX 78701
Attn: Mike Long or CYD Grimes CPM, CPPO

Submitted by: Adam Alexander, MBA Contract Specialist
(888) 635-5840 x 291

SOLICITATION 1208-005-ML

DRUG AND ALCOHOL TESTING



TRAVIS COUNTY

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SECTION #1

TRANSMITTAL LETTER

SECTION #1 Transmittal Letter

Phamatech, Inc., dba, *Phamatech Laboratories and Diagnostics* (PLD) is pleased to have the opportunity to submit the enclosed request for solicitation in response to the **RFS # 1208-005-ML DRUG AND ALCOHOL TESTING SERVICES.**

PLD was incorporated in the State of California in 1996. PLD is a federally licensed toxicology reference laboratory headquartered at 10151 Barnes Canyon Road, San Diego, CA 92121 with over 200 employees. Additionally, PLD is the only company in the United States that is federally licensed by the Substance Abuse and Mental Health Services Administration, (SAMHSA), with its own manufacturing facility of medical diagnostic screening devices (drug test kits, pregnancy, ovulation, etc.).

PLD has thoroughly reviewed and understands the requirements:

Section A -Technical Requirements- Alcohol Testing

- PLD will provide a trained breath alcohol technician(s) (BAT) to conduct evidential breath testing (EBT), includes random selection for EBT, in compliance with Department of Transportation (DOT) regulations 49 CFR, Parts 40 and 382
- PLD will use EBT devices listed on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List (CPL) that meet all requirements for confirmation testing.
- PLD will provide in-clinic facilities that afford visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results and to ensure that individuals tested, the specified Travis County on-site locations are afforded similar privacy.
- PLD will provide all the necessary equipment, personnel, and materials for EBT at the specified Travis County on-site testing locations.

SCOPE OF WORK

- PLD will provide all labor, facilities, equipment, personnel, and materials to perform the initial test for detection of marijuana and cocaine metabolites on all urine specimens submitted; additionally perform the initial test for opiates, phencyclidine and amphetamines on individually requested specimens.
- PLD will provide all labor, facilities, equipment and material to perform GC/MS confirmation tests on all specimens that are screened positive by the initial test.
- PLD will provide a method that will provide the initial test, such as contaminants, adulterant's, or other masking agents; and provide special testing to support laboratory's results.

- PLD will conduct additional GC/MS test to identify 6 methamphetamine and Dextros and Levo when consistent with DHHS and/or DOT guidelines.
- PLD will provide all laboratory analysis in accordance with all DOT regulations and the DHHS procedures.
- PLD will conduct with an initial test to eliminate negative urine specimens from further analysis.
- Positive initial test results will be confirmed by conducting GC/MS method.
- PLD will be providing both the initial testing and the positive confirmation testing at the same location. Travis County employees requests additional testing following a positive confirmatory test, such testing on another aliquot will be conducted by a different laboratory, certified by DHHS, and as directed by the MRO.
- PLD will retain the remaining aliquots in a frozen storage for 60 days after the date which the laboratory acquires it.
- PLD will provide Travis County with our current MRO.
- PLD will provide a scientific method for random selection of County commercial drivers for drug and alcohol testing. Data will be provided by the County for random selection. PLD will provide a random list to the County at least monthly or as requested.
- PLD will provide the county copies of records, and databases developed and maintained as part of the activities under the contract that must be delivered to County quarterly or upon request. Records are required to be provided both in paper form and in EXCEL electronic format.
- PLD will accommodate the identification procedures required by various county departments to verify identity of the person that gives the specimen.
- PLD will maintain and will always have security of the County records which identify County personnel and other pertinent information. PLD will always ensure highest level of privacy for County Employees. PLD will provide all services required in a manner that would comply with the Privacy Act, 5 U.S.C. 552a and Section 503 of Public Law 100-71. PLD will not discuss or release any information or data regarding to Travis County Alcohol and Drug Testing Program.
- PLD will comply with any principal and other key personnel that are responsible for the project will not be removed from the program or have their time substantially decreased without prior approval from County.

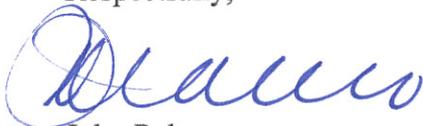
- PLD will upon request of Travis County Sheriff's Office pick up urine specimens collected, within 2 hours at 1000 San Antonio Street, Austin, TX 78701.
- PLD will only perform confirmation test only on Travis County Juvenile Probation, and the Juvenile Drug Court and PLD will provide chain of custody forms, and will adhere to the Travis County Juvenile Probation Departments request for 72 hour delivery, by fax followed with notification via regular mail containing the MRO's certification of the results. PLD will occasionally provide confirmation test only for Family Drug Treatment Court.
- PLD will comply with the monthly basis and each invoice based off what is stated in the contract.

PLD will comply with all of the products and services requested by Travis County both in accordance with the terms and conditions of this RFS and in accordance with the regulations and guidelines issued by the US Department of Health and Human Services (HHS).

PLD certifies that no employees or principals are presently debarred, suspended, proposed for debarment, or declared ineligible from any State or Federal Agencies. PLD attests to the validity of its cost proposal. Pricing was derived strictly through PLD, without any conflict of interest from any outside entities.

PLD as the **current contract holder** is fully aware of everything it takes to meet and exceed the current needs and qualifications for the Travis County RFS. PLD has been managing this account now for the past 3 years, and we feel confident that we can continue to manage the services under the scope of this RFS due to our vast experience in the field of drug testing.

Respectfully,



John Polanco,
Sales Director

SECTION #2

DETAILED PROPOSAL

SECTION #2 Detailed Proposal

Phamatech, Inc., dba, *Phamatech Laboratories and Diagnostics* (PLD) has been providing clinical and forensic drug testing services to numerous corporations, third party administrators, and professional health clinics, federal, state, county and local governments all over the United States for over fourteen (14) years. Drug testing services include random donor selection, urine specimen collection and storage, breath alcohol testing, courier services, laboratory analysis with or without expert witness testimony and Medical Review Officer (MRO) services. PLD specializes in high volume screening and confirmation testing using EMIT II analyzers and Gas Chromatography/ Mass Spectrometry (GC/MS) state of the art equipment.

PLD owns and operates several collection sites in California and Florida. All of PLD's specimen collectors are Drug & Alcohol Testing Industry Association (DATIA) certified and trained. Additionally, PLD also has mobile specimen collectors that can handle large volume clients across the United States.

PLD has provided drug testing products and services (DOT and non-DOT regulated) to a large number of high profile clients, including but not limited to the following organizations:

- Louisiana Office of Addictive Disorders, (2009 – current)
- Travis County, TX (2010 – current)
- US Federal Bureau of Prisons– Nationwide, (2006 – current)
- Commonwealth of Pennsylvania DOC, Probation & Parole, (2009-current)
- Broward County Sheriff's Office, Florida, (2008 – current)
- Placer County ASOC, CSOC, and Probation Department- (2008- current)
- Kentucky Department of Corrections, (2009 – current)
- Department of Federal Probation, (2006 – current)
- Oregon Department of Corrections, (2010 – current)
- California Department of Consumer Affairs, (2010 – current)
- Department of Public Safety & Corrections, Maryland (2011 – current)

In addition to being a SAMHSA certified laboratory, PLD is also certified by CLIA, CAP, and the TX Department of Public Safety (DPS) accreditation. Currently, PLD performs drug of abuse testing for more than 100,000 specimens per month. PLD has the capacity, equipment and resources to accommodate for the testing more than 160,000 specimens per month. The estimated amount of tests and services anticipated for this contract is understood and acknowledged and is within our capacity.

PLD will utilize a strong already in place collection network of facilities that are fully licensed and experienced third party collection sites and/or one or more mobile collection units to perform all collection services during business hours and after hours as required in this RFP. PLD will utilize a fully licensed and experienced Medical Review Officer to review all results and provide all MRO services as required in this RFS.

PLD does not intend to subcontract any of the work that will be performed under the Scope of Services to another company.

SECTION #3

OFFEROR REFERENCES

SECTION #3 Offeror References**Name of organization:**

United States Federal Bureau of Prisons

Name and title of contact person:

John Ely, Security Technology Manager

Tel. (202) 307-3191 or (202) 305-8545**Fax.** (202) 307-3071Email: jely@bop.gov**Term of contract and purpose:**

Original Contract Start Date: March 2007; Original Contract End Date: March 2010.

Contract extended from April 2012 to March 2013.

Phamatech provides drug-screen devices to over 180 locations throughout the United States to drug test over 250,000 inmates, and performs laboratory services and is the primary laboratory.

Total Dollar Value: \$1.5 million, annually**Length of contract:** Base year plus 4 renewal years **CONFIDENTIAL****Name of organization:**

The Sheriff of Broward County, Florida

Name of contact person:

Kristina M. Gulick, Director- Department of Community Control

Tel. (954) 535-2373**Fax.** (954) 914-2094Email: Kristina_Gulick@sheriff.org**Term of contract and purpose:**

Original Contract Start Date: January 2009; Original Contract End Date: January 2011.

Contract extended from January 2012 to December 2013.

Phamatech provides laboratory screening and confirmation services, specimen collection and transportation.

Total Dollar Value: \$500,000, annually**Length of contract:** 2 years plus 2 option years **CONFIDENTIAL**

Name of organization:

Commonwealth of Pennsylvania – Department of Corrections, Probation & Parole,
Commercial Drivers License Employees

Name of contact person:

Nicole Kramer

Tel. 717 346-7097

Fax. 717 214-9505

Email: nkramer@state.pa.us

**Term of contract and purpose:**

Original Contract Start Date: November 2009; Original Contract End Date:
October 2012. Contract extended from October 2012 to January 2013.

Phamatech provides statewide laboratory screening and confirmation services,
specimen collection, transportation, and reporting.

Total Dollar Value: \$ 850,000 annually

Length of contract: 3 Years

Name of organization:

Commonwealth of Kentucky- Justice and Public Safety Cabinet, Department of
Corrections

Name and title of contact person:

Julie Brewer

Tel. (502) 564-4726 x 302

Email: julie.brewer@ky.gov

Term of contract and purpose:

Original Contract Start Date: July 2010; Original Contract End Date: June 2012.
New Contract August 2012 to June 2014.

Phamatech provides drug-screen and confirmation laboratory services for urine and
saliva tests, as well as, confirmation testing for synthetic drugs.

Total Dollar Value: \$1.1 million, annually

Length of contract: Two years



SECTION #4

DESCRIPTION OF OFFEROR

SECTION #4 Description of Offeror

Phamatech, Inc., dba, *Phamatech Laboratories and Diagnostics* (PLD) was incorporated in the State of California in 1996. PLD is a federally licensed toxicology reference laboratory headquartered at 10151 Barnes Canyon Road, San Diego, CA 92121 with over 200 employees. Additionally, PLD is the only company in the United States that is federally licensed by the Substance Abuse and Mental Health Services Administration, (SAMHSA), with its own manufacturing facility of medical diagnostic screening devices (drug test kits, pregnancy, ovulation, etc.).

PLD will provide laboratory services include screening test, confirmation test, result and statistical reporting. Administrative functions include the preparation and shipment of supplies, printing COC forms, account set-up and coordination, customer service, reporting, billing and all other related functions.

PLD's SAMHSA certified laboratory provides testing services to corporations, professional health clinics, and government entities across the United States. Services include donor random selection, specimen collection, breath alcohol testing, courier services, laboratory analysis and MRO services. PLD has performed contracts and for both local clients within California and nationwide, and specializes in high volume screening tests using EMIT II analyzer and Gas Chromatography/ Mass Spectrometry (GC/MS) confirmation testing method.

PLD maintains a strict quality control and quality assurance procedure. As a SAMHSA licensed laboratory, PLD's entire operation is audited by SAMHSA certified auditors twice a year and must pass each inspection in order to maintain the SAMHSA license.

PLD currently has adequate facilities, equipment, staff and resources to implement this proposal. If necessary, PLD has the financial means to hire additional staff, purchase additional equipment, and obtain additional space and resources to perform the required services.

TEXAS DEPARTMENT OF PUBLIC SAFETY



THOMAS A. DAVIS, JR.
DIRECTOR

DAVID McEATHRON
ASST. DIRECTOR

Crime Laboratory Service, QA MSC 0460
P.O. Box 4143
Austin, Texas 78765-4143
512-424-2105
Fax: 512-424-5645



COMMISSION
ERNEST ANGELO, JR.
CHAIRMAN

ALLAN B. POLUNSKY
ELIZABETH ANDERSON
COMMISSIONERS

DPS ACCREDITATION

January 15, 2008

Dr. Thomas G. Aucoin
Phamatech Laboratories
10151 Barnes Canyon Road
San Diego, California 92121

RE: Application for DPS Accreditation under Title 37, Texas Administrative Code, Chapter 28, Subchapter H

Dear Dr. Thomas G. Aucoin:

With some exceptions, Code of Criminal Procedure, Article 38.35, requires Department of Public Safety (DPS) accreditation as a predicate to the admission of the forensic analysis of physical evidence and expert testimony relating to the evidence in a criminal case.

As the designee of the Director of the Department of Public Safety, I have considered your application based on your national accreditation from SAMHSA and grant Full DPS Accreditation to Phamatech Laboratories.

The term of SAMHSA accreditation is from 6/4/2007 to 6/4/2008 unless they have extended their accreditation as part of a routine renewal process, for the following disciplines:

Toxicology

The following limitations are imposed on these accredited disciplines: Toxicology (Urine Drug Testing).

The term of DPS accreditation is from 1/15/2008 until such time that the accreditation from SAMHSA is no longer current.

DPS Accreditation is contingent upon compliance with Title 37, Texas Administrative Code, Chapter 28, Subchapter H, including requirements of reporting correspondence, reports or communication between the laboratory and the accrediting body. DPS accreditation will be automatically rescinded at the same date and time as SAMHSA withdraws your laboratory accreditation.

Yours Truly,

D. Pat Johnson
Director, Crime Laboratory Service

CC: SAMHSA





DEPARTMENT OF HEALTH & HUMAN SERVICES

Substance Abuse and Mental
Health Services Administration

JUN 04 2007

Center for Mental Health Services
Center for Substance Abuse
Prevention
Center for Substance Abuse
Treatment
Rockville MD 20857

Thomas G. Aucoin, Ph.D.
Mr. Ken Kodama
Phamatech, Inc.
10151 Barnes Canyon Road
San Diego, California 92121

Dear Dr. Aucoin and Mr. Kodama:

I am pleased to inform you that Phamatech, Inc., San Diego, California, has successfully met all of the requirements for laboratory certification as specified in the Department of Health and Human Services' (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs (69 FR 19644).

Phamatech, Inc., San Diego, California, will be placed on the list of laboratories certified as eligible to bid on contracts to perform drug testing for Federal Drug-Free Workplace Programs. The list of laboratories certified by the Substance Abuse and Mental Health Services Administration on behalf of the Department are sent to all Federal agencies. Updates to this list are published every month in the Federal Register, and made available to the general public upon request.

To maintain certification from HHS, Phamatech, Inc., San Diego, California, must continue to meet all the requirements of the Federal Guidelines as specified in Subpart C - Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies. Maintenance of certification requires participation in a quarterly performance testing program plus periodic, on-site inspections (see sections 3.2(b), 3.17, 3.18, 3.19, and 3.20).

If you have any questions concerning the HHS National Laboratory Certification Program, please contact the Division of Workplace Programs at (240) 276-2600.

The HHS laboratory standards for urine drug testing certification were designed to assure Federal agencies and their employees that the laboratories and the scientific and methodological procedures used are of the highest quality. Your laboratory is to be congratulated for meeting all the requirements of the Department's program.

Sincerely,

A handwritten signature in black ink that reads "Terry L. Cline".

Terry L. Cline, Ph.D.
Administrator

SECTION #5

OFFEROR REPRESENTATIVE'S

SECTION #5 Offeror Representatives

Phamatech, Inc., dba, *Phamatech Laboratories and Diagnostics* (PLD) will provide Travis County with designated individual staff members that will be responsible for answering technical and contractual questions.

The following individuals will be responsible for supervision in their respective areas of expertise:

Phamatech Officers include:

- Dr. Tuan Pham, President and CEO
- Dr. Thomas Aucoin, Vice President of Laboratory
- Ken Kodama, Laboratory Manager
- John Polanco, Sales Director
- Lydia Jackson, Executive Account Manager
- Bonnie Filosa, Customer Service Manager
- Souk Sounakhene, Systems Administrator
- Jodee Callaghan, Controller and Finance Manager

Primary Account Manager, Executive Account Manager – Lydia Jackson Key point of contact.
Lydia's Office # 888-635-5840 x 226 Lydia's cell number: 619-956-6172

Back –up Account Manager, Sales Director- John Polanco,
John's Office # 888-635-5840 x 227 John's cell number: 619-665-6977
Resumes for Lydia & John are attached at the end of this section

Customer Service Manager, Bonnie Filosa- Bonnie will provide competent professional qualified technical questions. Bonnie Office # 888-635-5840 x 229
Bonnie's resume is attached at the end of this section.

VP Laboratory Director, Dr. Tom Aucoin or ***Laboratory Manager***, Ken Kodama.
Tom's Office # 888-635-5840 x 224 Ken's Office # 888-635-5840 x 244, both highly qualified, as certifying scientist and expert witnesses. Resumes are attached at the end of this section.

John Polanco – Sales Director

Mr. Polanco has been involved in the drug testing industry for over fifteen (15) years, and under PLD employment for ten (10) years. He serves as Sales Director for PLD, who is responsible for some of the company's largest customers including the U.S. Federal Bureau of Prisons, the Salvation Army and numerous Probation Departments in Texas and throughout the country. Before merging his company Elite Health Services with PLD

he had won several competitive bids; Harris County CSCD, Travis County Juvenile, El Paso Juvenile, El Paso CSCD, Angelina County, Smith County, Jefferson County, Tarrant County, Fort Bend County, American Airlines etc. He also operated his own collection sites in Dallas, Texas. Additionally, Mr. Polanco holds B.S. and M.A. graduate degrees.

Lydia Jackson – Executive Account Manager

Lydia interfaces with clients on a daily basis. Her duties include: updating client profiles; setting up clients' accounts and testing parameters; random selection; preparing statistical reports; verify invoices; communicate with clients regarding both new accounts and modifications to existing accounts. Lydia holds a B.S. degree. Lydia will serve as the back-up Account Manager for this contract.

Dr. Thomas Aucoin – Vice President of Laboratory

Dr. Aucoin is currently responsible for the overall operation of PLD Laboratory drug testing services. He has been in the drug testing industry for over twenty (20) years, the last six (6) years with PLD. Prior to joining PLD, Dr. Aucoin served as Vice President of Laboratory at LabCorp for over fifteen (15) years. He is a certifying scientist and qualifies as an expert witness in the field of Toxicology. Dr. Aucoin holds a Ph.D. degree and is an inventor of numerous patents. Dr. Aucoin is responsible for ongoing consultation with the Department regarding technical issues, changes in testing processes or regulations, and special test requests.

Ken Kodama – Laboratory Manager

Ken Kodama manages all of PLD laboratory day-to-day functions. He has over twenty (20) years of laboratory experience, the last six (6) years with PLD. He has previously worked in managerial positions in the Toxicology department at LabCorp and Quest. Ken Kodama is also qualified as a certifying Scientist. Ken holds a B.S. degree. Mr. Kodama will be responsible for certifying all laboratory results and answering client's questions regarding interpretation of results.

Bonnie Filosa – Customer Service Manager

Bonnie has been with PLD for over ten (10) years. She manages a team of customer service representatives that interact with clients daily. Prior to working at PLD, Bonnie works in the customer service department at American Airlines. Bonnie holds a B.S. degree. Bonnie and her team is responsible for coordinating all daily functions related to supplies, logistics, specimen collection, courier schedule, laboratory analysis, and reporting of results to the MRO or clients. They can be reached 24/7 by contacting our toll-free telephone.

Jodee Callaghan – Controller and Finance manager

Jodee has over fifteen (15) years of experience in different accounting responsibilities, including purchasing, receivables, payables, billing, inventory control, and financing. She has been with PLD for over ten (10) years and holds a B.S. degree. Jodee is responsible for all issues related to billing, payments, and credits.

Souk Sounakhene - Systems Administrator

Souk is a Systems Administrator with over ten (10) years of experience in system analysis, laboratory LIMS management and support. He has extensive knowledge on lab functionality and workflow from start to finish. He also has extensive knowledge of the lab system and administration, enabling him to perform tasks as an effective member of the information systems and laboratory support team. Souk is responsible for programming testing parameters, results and reporting format, as well as all web related functions.

SECTION #6
COST PROPOSAL

PART II, SECTION C, FEE SCHEDULE**DOT Testing UNOBSERVED****Cost per Test/Service****In Clinic:**

1. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines) \$ **45.00**

2. Breath alcohol test \$ **35.00**

On Site:

3. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines) \$ **125.00**

4. Breath alcohol test \$ **125.00**

NON-DOT Pre-Employment Testing

5. (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone and Ethanol) \$ **45.00**

6. Provider Travels to County to perform testing (fee per visit) \$ **75.00/ per visit**

NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program

7. **TYPE I** - (Amphetamines, Cannabinoids Cocaine, Opiates) \$ **55.00**

8. **TYPE II** - (Amphetamines, Methadone (Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene) \$ **60.00**

NON-DOT Countywide UN-OBSERVED

9. Drugs plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone plus Ethanol) \$ **55.00**

10. Expedited Results (4 Hours) \$ **N/A**

11. Expedited Results (within 24 hours) \$ **N/A**

NON-DOT UNOBSERVED

- | | |
|--|--------------------------|
| 12. <u>TYPE I</u> – Amphetamines, Cannabinoids, Cocaine, Opiates and Ethanol | \$ 45.00
_____ |
| 13. <u>TYPE II</u> -(Barbiturates, Benzodiazepines, Cannabinoids, Opiates, Ethanol) | \$ 45.00
_____ |

HHS/Child Protective Services Testing OBSERVED

- | | |
|--|--------------------------|
| 14. (Amphetamines, Cocaines, Opiates, Cannabinoids, Benzodiazepines, Barbiturates, Phencyclidine, Phropoxyphene, 2 nd (GL/MS) and another LAB and MRO, Ethanol) | \$ 65.00
_____ |
|--|--------------------------|

MISCELLANEOUS TESTING

- | | |
|---------------------------------------|--------------------------|
| 15. Eye Scanning (PassPoint or equal) | \$ N/A
_____ |
| 16. Hair Testing | \$ N/A
_____ |
| 17. Oral Fluid Testing | \$ 55.00
_____ |
| 18. Nail Testing | \$ N/A
_____ |
| 19. Drug Patch | \$ N/A
_____ |
| 20. ETG/ETS Testing | \$ 35.00
_____ |
| 21. K2/Spice Testing | \$ 50.00
_____ |
| 22. Bath Salt Testing | \$ 50.00
_____ |
| 23. Ambien Testing | \$ N/A
_____ |

CONFIRMATION TESTING

- | | |
|---|--------------------------|
| 21. Amphetamine Confirmation Test (GC/MS) | \$ 25.00
_____ |
| 22. Barbiturate Confirmation Test (GC/MS) | \$ 25.00
_____ |
| 23. Benzodiazepines (BZE) Confirmation Test (GC/MS) | \$ 25.00
_____ |
| 24. Cocaine Confirmation Test (GC/MS) | \$ 25.00
_____ |

- 25. Opiate Confirmation Test (GC/MS) \$ 25.00
- 26. Phencyclidine Confirmation Test (GC/MS) \$ 25.00
- 27. Cannabinoids (THC) Confirmation Test (GC/MS) \$ 25.00
- 28 Phropoxyphene Confirmation Test (GC/MS) \$ 25.00
- 29. Ethanol (Alcohol) \$ 50.00
- 30. 2nd (GC/MS) & another LAB and MRO \$ 50.00

TRAVEL TO PERFORM ON-CALL TESTING

- 31. Between 6:00 p.m. and 7:00 a.m. Monday through Friday (non Holiday weekdays) or Holidays and weekends 24 hour emergency on-site response \$ 150.00

EXPERT WITNESS

- 32. Expert Witness (Hourly Rate) \$ 100.00/per hr.

MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

- 33. SPANISH Speaking Interpreter on-site while Testing Center Open Per Hour Rate between the hours of 7:00 – 6:00 (for the Short Program/Drug Diversion Court Only) \$ 75.00/per hr.
- 34. Notification via daily sign-in sheets faxed to the following two Departments ONLY: SHORT Program/Drug Diversion Court And Pretrial Services Program. Daily cost for each department

Whenever open, will have **both** the required qualified man and required qualified woman for direct observed testing on their respective counterparts? Yes No

Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory used? Yes No

Location, contact person, phone number and address of all available clinics and hours of service at each location:
Austin - On Site Services 8711 Burnet Rd. Ste A6 Austin, TX 78757 512-407-8111 M-F 8-5pm

Austin - AccuDiagnostics 3910 S I-35 Ste 300 Austin, TX 78704 512-912-9600 M-F 8:30-5:30pm

Austin - North Lamar Chiropractic 10102 North Lamar Blvd. Austin, TX 787533 512-835-1955 M-F 9-6pm

Dallas - Excel Occupational Clinics 1050 W Mockingbird Ln. Dallas, TX 75247 214-951-9595 M-F 8-pm

Houston - Global Medical Testing 2636 S. Loop West Ste 225 Houston, TX 77054 713-662-3300 M-F 8-5pm

List kinds of identification client must bring:

Must bring Drivers License

List method of reporting to client:

Samples picked up from the collection sites will be air shipped overnight to Phamatech's laboratory. They will be processed immediately upon arrival and testing will be completed on the same day. All results are analyzed and certified by Phamatech scientists upon completion, and released to be electronically reported to the clients or the MRO as agreed (via email, fax, or web-site).

List Corporate Office Address:

10151 Barnes Canyon Road San Diego, CA 92121

SECTION #7

ATTACHMENTS OF PART I, SECTION B

RFS# 1208-005-ML

ATTACHMENT 1

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: 9/23/2012

Name of Affiant: JOHN POLANCO

Title of Affiant: SALES DIRECTOR

Business Name of Offeror: Phamatech Laboratories & Diagnostics Inc.

County of Offeror: San Diego, CA

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror 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 Exhibit B.

[Handwritten Signature]

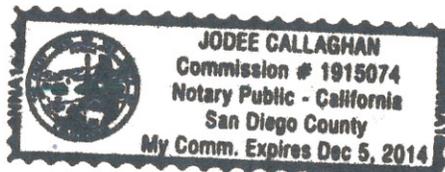
Signature of Affiant

10151 Barnes Canyon Road
San Diego, CA 92121

Address

SUBSCRIBED AND SWORN TO before me by 2 on OCTOBER, 2012

Notary Public, State of Texas



Typed or printed name of notary

My commission expires:

Jodee Callaghan

Dec. 5, 2014

[Handwritten Signature]

RFS# 1208-005-ML

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
September 10, 2012

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Julie Wheeler*	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
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.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
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	Vacant	
Attorney, Transactions Division	Daniel Bradford	

RFS# 1208-005-ML

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
Purchasing Agent Assistant IV	Lee Perry
Purchasing Agent Assistant IV	Jason Walker
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Patrick Strittmatter*
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV	Scott Wilson, CPPB
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.
Purchasing Agent Assistant IV	John E. Pena, CTPM
Purchasing Agent Assistant IV	Rosalinda Garcia
Purchasing Agent Assistant III.....	Shannon Pleasant, CTPM*
Purchasing Agent Assistant III.....	David Walch
Purchasing Agent Assistant III.....	Michael Long, CPPB
Purchasing Agent Assistant III.....	Loren Breland, CPPB
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB
Purchasing Agent Assistant III.....	Jesse Herrera, CTP, CTPM, CTCM*
Purchasing Agent Assistant III.....	C.W. Bruner, CTP
Purchasing Agent Assistant II.....	Jayne Rybak, CTP*
Purchasing Agent Assistant II.....	L. Wade Laursen*
Purchasing Agent Assistant II.....	Sam Francis*
HUB Coordinator.....	Sylvia Lopez
HUB Specialist.....	Betty Chapa
HUB Specialist.....	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Purchasing Business Analyst	Jennifer Francis
Domestic Relations Office	Roslynn Pitre
Pretrial Services	Larry Spacek
Drug Diversion Court.....	Sharon Caldwell-Hernandez
Sheriff's Office	Maria Wedhorn
Human Resources Risk Mgt.....	John Brady
Juvenile Court	Sylvia Mendoza
Juvenile Court	Emmit Hayes, Director of Probation Services Div.
Family Drug Treatment Court.....	Michelle Kimbrough

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u>	<u>Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Diana Gonzalez ..		12/16/12
Director, Health Services Division.. ..	Beth Devery		03/09/13
Purchasing Agent Assistant III.....	Elizabeth Corey, C.P.M....		03/14/13
Attorney, Transactions Division	Tamara Armstrong		03/30/13
Executive Assistant	Lori Duarte		06/15/13
Chief Information Officer	Joe Harlow		07/31/13
County Auditor	Susan Spataro, CPA		08/31/13

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

RFS# 1208-005-ML

EXHIBIT B
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION

The HUB Program policies and Minority and Woman-Owned Business <i>subcontracting goals</i> shall be applicable to the eligible procurement spent in the areas of Construction, Commodities, Services, and Professional Services.			
<input type="checkbox"/> COMMODITIES	Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall WBE Goal: 6.2%
<input type="checkbox"/> CONSTRUCTION	Overall MBE Goal: 13.7%	Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	Overall WBE Goal: 13.8%
<input checked="" type="checkbox"/> SERVICES	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	Overall WBE Goal: 15.0%
<input type="checkbox"/> PROFESSIONAL SERVICES	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

SECTION 1 BIDDER AND SOLICITATION INFORMATION			
Bidder Company Name: Phamatech, Inc.		State of Texas VID#:	
Address: 10151 Barnes Canyon Rd.	City: San Diego	State: CA	Zip Code: 92121
Contact: Adam Alexander	Phone No.: 888-635-5840 x 291	Fax No.: 858-635-5843	E-mail: aalexander@phamatech.co
Project Name: Drug & Alcohol Testing	Total Bid Amount:	Solicitation #: 1208-005-ML	
Is your company a certified HUB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Indicate Gender & Ethnicity: Asian/Native/American		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

Definitions:

The policy of the Travis County Board of Commissioners is to encourage and support the participation of Historically Underutilized Business Enterprises (HUBs) in the County's procurement process. HUBs include Minority and Woman-Owned Business Enterprises (M/WBEs) and Certified HUB Business Enterprises (CHUBs).

receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

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

SECTION 2 SUBCONTRACTING INTENTIONS			
Percentage to be subcontracted to Certified HUBs: 0%			
Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
Check the box that applies to the Bidder:			
<input checked="" type="checkbox"/> We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)			
<input type="checkbox"/> We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)			

RFS#1208-005-ML

SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS				(Duplicate as nec
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.				
<i>Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and certificate. Sub-goals are included to assist you in diversifying your subcontractors.</i>				
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	

SECTION 4**DISCLOSURE OF NON-HUB SUBCONTRACTORS**

Travis County

(Duplicate as needed)

Bid 1208-005-ML

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

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Sub Company Name:		State of Texas VID#: RFS#1208-005-ML	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	

Certifying Agency (Check all applicable):

 State of Texas (HUB) City of Austin Texas Unified Certification Program

(M/WBE)

(TUCP) (DBE)

SECTION 5**NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST**

If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.

 All subs to be utilized are "Non-HUBs." HUBs solicited did not respond. HUBs solicited were not competitive. HUBs were unavailable for the following trade(s):

SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST

The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.

- Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
- Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation?
The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)
- If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued?
If yes, provide a copy of the rejection letter.
- Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.
- Bidder has (0) zero HUB participation. Provide an explanation

SECTION 7 RESOURCES

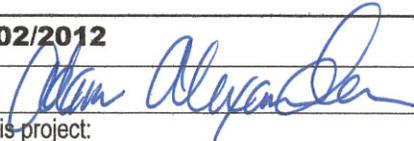
TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES		
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

SECTION 8 AFFIRMATION

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

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

- The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.
- The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us.
- Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.

Name and Title: Adam Alexander, Contract Specialist	Date: 10/02/2012
E-mail Address: aaalexander@phamatech.com	Signature: 
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title: Jodee Callaghan, Accounting Manager	E-mail Address: jodee@phamatech.com
Phone No.: 888-635-5840 x 240	Fax No.: 858635-5843

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

SECTION #7 Attachments of Part I, Section B

Attachment 2

Phamatech, Inc. is not a Travis County Historically Underutilized Business (HUB), we will not be utilizing subcontractors. Phamatech will make a "Good Faith Effort" if needed.

Phamatech, Inc. is certified as a Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC). *See Attached our Minority Business Enterprise Certificate.*



SAN DIEGO REGIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

PHAMATECH, INCORPORATED

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the San Diego Regional Minority Supplier Development Council

****NAICS Code(s): 325413 ; 621511 ;**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

March 6, 2012

Issued Date

March 25, 2013

Expiration Date

SD02894

Certificate Number

[Signature]
President, SDRMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

SECTION #8

INSURANCE DOCUMENTATION

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wateridge Insurance Services 10717 Sorrento Valley Rd. San Diego, CA 92121 George J. Sports	858-452-2200	CONTACT NAME: Sue Weekly, ARM AAI	
	858-452-6004	PHONE (A/C, No, Ext): 858-200-3340 FAX (A/C, No): 858-200-3341 E-MAIL ADDRESS: sweekly@wateridge.com PRODUCER CUSTOMER ID #: PHAMAT1	
INSURED Phamatech, Inc. 10151 Barnes Canyon Road San Diego, CA 92121	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Underwriters Ins. Co.		30104
	INSURER B : Medmarc		
	INSURER C : Hartford Accident & Indemnity		22357
	INSURER D : Evanston Insurance Company		35378
	INSURER E : Hartford Casualty Insurance Co		29424
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			72UUNTR9588	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
B	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			12CA380062 RETRO DATE: 6/1/2004	03/15/12	03/15/13	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> PROD LIAB						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> CLMS MADE/\$10KSIR						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ *EXCLUDED
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODLIAB* \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			72UUNTR9588	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		72RHUTR9385	06/01/12	06/01/13	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DEDUCTIBLE						PROD LIAB \$ EXCLUDED
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A	72WEFO4109	03/15/12	03/15/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> PROFESSIONAL LIAB			SM885846 RETRO DATE: 3/17/2009	03/17/12	03/17/13	EA OCC 1,000,000
	<input type="checkbox"/> CLAIMS MADE						AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

TRAVISC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Travis County	AUTHORIZED REPRESENTATIVE

SECTION #9

ADDENDUM'S

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

PRORESULTS

FOR

DRUG AND ALCOHOL SERVICES

CONTRACT NO. 4400001194



Travis County Purchasing Office

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II. DEFINITIONS

1.0 DEFINITIONS

In this Agreement,

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

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.

1.4 "Parties" mean Travis County and/or Contractor.

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

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

1.5.2 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;

but does not include:

1.5.3 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;

1.5.4 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 and individuals with similar risks as determined by "Contractor" in the ordinary course of its business; and

1.5.5 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.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Contract and marked Attachment D.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Option to Extend: County may unilaterally extend this Contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except the term, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

2.3 Termination. COUNTY may terminate this Contract at any time by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements. CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the TRAVIS COUNTY DEPARTMENTS/OFFICES and may rely on all factual information supplied by the TRAVIS COUNTY DEPARTMENTS/OFFICES in response to these requests. However TRAVIS COUNTY DEPARTMENTS/OFFICES shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 the client reference Number, (client name)
- 4.4.3 type of service in accordance with Attach. B.
- 4.4.4 the total amount being requested
- 4.4.5 date of collection

Original invoices shall be sent to: **See Part II, Section D, for the list of County Department addresses.**

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, 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:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Debarment, Suspension and Other Responsibility Matters. Certification under this Section 4.9 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." CONTRACTOR, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

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

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

Where CONTRACTOR is unable to certify to any of the statements in this Section 6.9, CONTRACTOR shall provide an 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.

4.10 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.

4.11 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.12 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Parent Coaching & Assessments Services 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 right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR.

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the County Department with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise CONTRACTOR as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 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, 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.

7.2 Warrants. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; 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

herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.1 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.1.1 Attachment A – Scope of Services
- 7.7.1.2 Attachment B – Fee Schedule
- 7.7.1.3 Attachment C – Insurance Requirements
- 7.7.1.4 Attachment D – Ethics Affidavit
- 7.7.1.5 Attachment E - Debarment
- 7.7.1.6 Attachment F - Proposal

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement 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 herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Travis County Departments

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

ProResults
7801 North Lamar, Suite B-159
Austin, TX 78757

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The Department designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Department designee shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The Department designee may designate representatives to transmit instructions and receive information.

7.11 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, 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 void. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the CONTRACTOR must submit a written notice to the Purchasing Agent with a copy to the Department designee within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the CONTRACTOR within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the CONTRACTOR's satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Department designee. 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.

7.12 Mediation. If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to Section 7.11, CONTRACTOR shall notify the Executive Manager, 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, 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.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other CONTRACTORS as reasonable and necessary and as required by the Travis County Departments/Offices.

7.14 Independent CONTRACTOR. The parties expressly acknowledge and agree that CONTRACTOR is an independent CONTRACTOR, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent CONTRACTOR. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, 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.

7.19.2 Number and Gender. Words of any gender in this Agreement 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 Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement 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 Agreement.

7.20 Conflict of Interest Questionnaire:

If required by Chapter 176, Texas Local Government Code, the CONTRACTOR shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The CONTRACTOR shall update this Questionnaire by September 1 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 a 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 a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Contractor

Travis County

By: _____
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Funds Verified By:

County Auditor

Approved by Purchasing:

Cyd Grimes, C.P.M., CPPO, Purchasing Agent



ATTACHMENT A**SCOPE OF SERVICES****SECTION A- TECHNICAL REQUIREMENTS-ALCOHOL TESTING****CONTRACTOR MUST:**

- 1.1 Provide trained breath alcohol technician(s) (BAT) to conduct evidential breath testing (EBT), including random selection for EBT, in compliance with Department of Transportation (DOT) regulations and 49 CFR, Parts 40 and 382, as amended.
- 1.2 Use EBT devices which are listed on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List (CPL) and meet the requirements for confirmation testing.
- 1.3 Provide in-clinic facilities that afford visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results and ensure that individuals tested at the specified Travis County on-site locations listed in Part II, Section B, Paragraph 2.17 are afforded similar privacy.
- 1.4 Provide all necessary equipment, personnel, and materials for EBT at the Contractor's location where testing is conducted and at the specified Travis County on-site testing locations.

PART II - SECTION B - TECHNICAL REQUIREMENTS - DRUG TESTING

- 1.0 **REQUIRED STANDARD OF WORKMANSHIP** Unless otherwise specifically provided for in this contract, the quality of all services rendered under it must conform to the highest standards in the relevant profession, trade or field of endeavor. All services must be rendered or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law or regulation. The regulations under which this testing is to be performed are provided (taken from the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Drug Testing Program," and the Department of Transportation (DOT) "Mandatory Guidelines for Commercial Driver's License (CDL)", as published and updated in the Federal Register. In this document these rules are referred to as "DHHS Guidelines" and "DOT Guidelines."
- 2.0 **TECHNICAL DEFINITIONS** For purposes of these Technical Requirements the following definitions are adopted:
- 2.1 ALIQUOT - A portion of a specimen used for testing.
- 2.2 BATCH - A group consisting of samples, calibrators, controls, and blind quality control specimens that is run in the same time frame under the identical assay conditions, including the technician, reagents, and instruments.
- 2.3 BZE - Benzoyllecgonine is a metabolite of cocaine that is identified and quantified in the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation test for cocaine metabolites.
- 2.4 CALIBRATORS - A certified negative human urine containing known quantities of drug and drug metabolites used to calibrate the relevant laboratory instruments.
- 2.5 CHAIN-OF-CUSTODY FORM - An approved DHHS or DOT external chain-of-custody document that tracks the handling and storage of each forensic urine specimen from time of collection to final disposition and includes entries documenting date, printed name that is clear and legible, original signature of person, purpose for handling or transfer of specimens or aliquots for every person into whose custody the specimen is transferred.
- 2.6 CONFIRMATORY TEST - A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time GC/MS or LC/MS are the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

- 2.7 CONTROLS - Known amounts of drug or drug metabolites spiked into a certified human negative urine which are used to validate calibration of an instrument, precision and accuracy of the procedure, and the performance of the technician.
- 2.8 THCA - Delta-9-Tetrahydrocannabinol-9Carboxylic Acid is a metabolite of delta-9-tetrahydrocannabinol (the major psychoactive compound of marijuana) that is identified and quantified in the GC/MS confirmation test for marijuana metabolites.
- 2.9 INITIAL TEST - An immunoassay screening test to eliminate "negative" urine specimens from further testing and identifies "presumptive" positive specimens for further testing and may use the Enzyme Multiple Immuno Technique.
- 2.10 LIMIT OF DETECTION - Three (3) standard deviations more than the mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.11 LIMIT OF QUANTITATION - The mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.12 MRO - A medical review officer who is a licensed physician responsible for receiving laboratory results generated by the Travis County drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive test result with the medical history and any other relevant biomedical information of the person who provided the specimen.
- 2.13 NON-DOT TESTING - Special drug and alcohol screens for Travis County Sheriff's Office and Travis County Drug Diversion Court not required by, or conducted under, DHHS or DOT guidelines. Non-DOT testing includes Non-DOT pre-employment testing, Non-DOT Drug Diversion Court testing, Non-DOT Pretrial Services Testing and HHSD/CPS.
- 2.14 NON-DOT PRE-EMPLOYMENT TESTING - A test for 10 specified drugs and/or their metabolites. These tests will be administered before employment in certain safety-sensitive positions within the Travis County Sheriff's Office. The specific drugs to be tested for and their respective presumptive cut-off levels are listed in Section 6.0.
- 2.15 NON-DOT DRUG DIVERSION COURT TESTING - These tests are of two types, Type I and Type II, each for 5 specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as a condition of probation or deferred adjudication as ordered by the Travis County Drug Diversion Court. The specific drugs to be tested for and their respective presumptive cut-off levels

for both Type I and Type II tests are listed in Section 6.0. (on fee schedule items 7 & 8).

- 2.16 NON-DOT PRETRIAL SERVICES TESTING - These tests are of two types, Type I and Type II, each for five (5) specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as condition of pretrial releases ordered by the Travis County Pretrial Services department. The specific drugs to be tested for and their respective presumptive cut-off levels for both Type I and Type II tests are listed in section 6.0 (on fee schedule items 12 & 13)
- 2.17 SECRETARY - The Secretary of Health and Human Services or the Secretary of Transportation in regards to issues which affect their respective drug testing programs. The Secretary may designate an individual from a recognized organization (to include a Contractor) to act on her/his behalf in the implementation of these DOT or DHHS Guidelines.
- 2.18 TRAVIS COUNTY ON-SITE TESTING LOCATIONS - Random drug and alcohol screening tests will be regularly conducted by the Contractor at the following Travis County locations:
- 2.18.1 TNR Satellite One Office - 9301 Johnny Morris Road, Austin, TX 78724
- 2.18.2 TNR Westside Service Center - 1405 FM 620 North, Austin, TX 78732
- 2.18.3 TNR Satellite Four Office - 5412 Lockhart Highway, Austin, TX 78744
- 2.18.4 Travis County Jail - 1000 San Antonio Street, Austin, TX 78701
- 2.18.5 Travis County Correctional Complex - 3614 Bill Price Road, Del Valle, TX 78617

3.0 **SCOPE OF WORK:**

- 3.1 The Contractor must provide all labor, facilities, equipment and material to perform the initial test for the detection of marijuana metabolites and cocaine metabolites on all urine specimens submitted, and additionally perform the initial test for opiates, phencyclidine and amphetamines on individually requested specimens.
- 3.2 The Contractor must provide all labor, facilities, equipment and material to perform GC/MS confirmation tests on all specimens that are screened positive by the initial test.
- 3.3 The Contractor must provide a method for identifying interfering substances which prevent the initial test, such as contaminants, adulterants, or other masking

- agents; and provide any special testing necessary to support the laboratory's results.
- 3.4 The Contractor must conduct additional GC/MS testing to identify 6 methamphetamine and Dextros and Levo when consistent with DHHS and/or DOT guidelines.
 - 3.5 All laboratory analysis will be provided in accordance with all DOT regulations and the DHHS procedures and 49CFR, Parts 40 and 382.
 - 3.6 Urinalysis will be conducted with an initial test to eliminate negative urine specimens from further analysis.
 - 3.7 Positive initial test results will be confirmed by conducting GC/MS method of analysis.
 - 3.8 The initial test and positive confirmatory test will be done by the same laboratory. Where a Travis County employee requests additional testing following a positive confirmatory test, such testing on another aliquot will be conducted by a different laboratory, certified by the DHHS, and as directed by the MRO.
 - 3.9 Remaining aliquots must be retained in frozen storage for 60 days after the date on which the laboratory acquires it.
 - 3.10 The Contractor must provide an MRO.
 - 3.11 Contractor will provide a scientific method for random selection of County commercial drivers for drug and alcohol testing. Data for input into the random selection data base will be provided by the County. Random lists must be generated and distributed to the County at least monthly or on a more frequent basis as requested.
 - 3.12 Contractor must provide to the County copies of records, and databases developed and maintained by the Contractor as part of the activities under the contract and must deliver them to the County quarterly or upon request. The records and databases must be provided both in paper form and in Excel electronic format.
 - 3.13 Contractor and subcontractors must accommodate the identification procedures required by the various county departments utilizing the Contractor services to verify identity of the person that gives the specimen.
 - 3.14 The Contractor is required to maintain and use a system of safeguarding County records which identify County personnel and any other information received in the performance of this contract, to ensure the highest level of privacy for County employees. Contractor shall provide all services required in a manner that would

comply with the Privacy Act, 5 U.S.C. 552a and Section 503 of Public Law 100-71, if Contractor were an entity bound to comply with these laws.

The Contractor and its employees shall not hold any discussion or release any information or data pertaining to the Travis County Alcohol and Drug Testing Program without the prior written approval of the Coordinator. This restriction applies to all releases of information to the public, industry, or government organizations.

- 3.15 The principal and other key personnel responsible for the project and named in the Contractor's proposal may not be removed from the program or have their time substantially decreased without prior approval of the County. Replacement personnel must have equivalent qualifications to the persons named and are subject to approval by the County.
- 3.16 Contractor must, upon request, pick up urine specimens collected by the Travis County Sheriff's Office within two hours of a request at 1000 San Antonio Street, Austin, Texas 78701.
- 3.17 **THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT AND THE JUVENILE DRUG COURT** will require Confirmation Test only. Initial screens are provided by the Departments personnel. Chain of custody procedures and forms must be provided to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT. THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT personnel will adhere to the Chain of Custody Procedures and deliver specimen to the Contractor for confirmation testing.

Contractor shall report results to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT within 72 hours of delivery, by fax which must be followed with notification via regular mail containing the MRO's certification of the results and a certified copy of the chain of custody form.

The Family Drug Treatment Court will occasionally require a Confirmation Test only.

- 3.18 CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each Client served by CONTRACTOR, the type of Service provided by CONTRACTOR, the total tests provided by CONTRACTOR, the hourly fee assessed for each Service provided by CONTRACTOR (expert witness), the name of the Provider and the total amount of payment requested for each Client. **Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR's representative. A list of County Departments which invoices should be sent can be found in Part II, Section D, Attachment D.**

4.0 **PROCEDURE MANUAL**

- 4.1 The laboratory must have a procedure manual which includes the principles of each test; preparation of reagents, calibrators and controls; methods used to determine limit of detection, limit of quantization, and linearity; calibration procedures; derivation of results; linearity of methods; cutoff values, mechanisms for reporting results; controls; criteria for unacceptable specimens and results; remedial actions to be taken when the test systems are outside of acceptable limits; reagents and their expiration dates; and references. Copies of all procedures and dates on which they are in effect must be maintained as part of the manual.
 - 4.2 Laboratory calibrators and controls must be prepared with pure drug reference standards, whenever possible from two different sources, or from at least two different lot numbers. The labels on these reagents must contain the following information: preparer; content; concentration; date when received, opened, prepared; content and concentration; and expiration date. The analytical data used to certify calibrators, controls, and human negative urine must be available for inspection.
 - 4.3 Instruments and equipment:
 - 4.3.1 Volumetric pipettes and measuring devices must be calibrated and certified for accuracy or be checked by gravimetric, colorimetric, or other verification procedure. Automatic pipettes and dilutors must be checked for accuracy and reproducibility before being placed in service and checked periodically after that.
 - 4.3.2 There must be written procedures for certification of new instruments, procedures for instrument set-up and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks, and instructions for major trouble shooting and repair. Contractor must maintain records on preventive maintenance and make these records available upon request.
 - 4.4 There must be written procedures for the actions, remedial and otherwise, to be taken when systems are out of acceptable limits, or discrepancies or errors are detected. There must be documentation in the form of Memorandum for the Record that these procedures are followed and that all necessary corrective actions are taken.
 - 4.5 The laboratory must have at least one qualified, experienced, and established forensic toxicologist to provide expert testimony in Travis County legal, administrative or disciplinary proceedings involving urinalysis cases.
- 5.0 **SPECIFIC TESTING** Specimens submitted must be initially tested for THC, BZE, opiates, phencyclidine and amphetamines. When conducting either initial or confirmatory tests, every batch must contain an appropriate number of standards for calibrating the

instrumentation and a minimum of 10 percent controls. Both internal blind quality control and external blind performance test samples must be true blind samples and not discernible to laboratory analysts.

6.0 INITIAL DRUG TEST PROCEDURES

- 6.1 For the DOT program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the DOT program must be screened for the following 5 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Cannabinoids (THC)	50 ng/ml
Benzodiazepines (BZE)	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	1,000 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.2 For the Non-DOT pre-employment testing program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT pre-employment testing program must be screened for the following 10 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids	20 ng/ml
Propoxyphene	300 ng/ml
Methadone	300 ng/ml
Ethanol	10 ng/dl

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.3 For the Non-DOT Drug Diversion Court (SHORT Program) Direct Observation testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type I testing program must be screened for the following 4 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.4 For the Non-DOT Drug Diversion Court (SHORT program) and the Juvenile Probation Department, Direct Observation testing - Type II program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type II testing program must be screened for the following 8 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.5 For the Non-DOT Juvenile and other miscellaneous Travis County Offices, Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

- 6.6 For the Non-Dot Pretrial Services Unobserved testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type I testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.7 For the Non-Dot Pretrial Services Unobserved testing - Type II program, all specimens must be screened using approved immunoassays that meet the

requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type II testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.8 For the Non-DOT Countywide Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

7.0 **CONFIRMATORY TEST PROCEDURES**

- 7.1 All confirmation testing must be performed using GC/MS, applying the procedures for each drug and/or metabolite(s) outlined in this section. All confirmation testing must be by quantitative analysis. Concentrations that exceed the linear region of the standard curve value may be diluted. If diluted, the dilution factor must be considered when calculating the actual drug content of the specimen. If the specimen is not diluted, the concentration of the specimen will be the actual determined value of the specimen. Limit of detection should be

determined for each GC/MS instrument. The limit of quantization should be determined for each GC/MS instrument.

7.2 The Cannabinoids (THC) confirmation test must meet the additional following parameters:

- 7.2.1 The target compound is THC,
- 7.2.2 A deuterated analog of THC with a certified purity confirmed by the laboratory is the internal standard, and
- 7.2.3 A positive report based on a forensically accepted GC/MS technique which indicates the presence of THC in a concentration greater than or equal to 15 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and one positive.

7.3 The Benzodiazepines (BZE) confirmation test employed must meet the following additional parameters:

- 7.3.1 The target compound is BZE,
- 7.3.2 A deuterated BZE analog with certified purity confirmed by the laboratory is the internal standard, and
- 7.3.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of BZE in a concentration greater than or equal to 150 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and the other positive.

7.4 The amphetamines confirmation test employed must meet the following additional parameters:

- 7.4.1 The target compounds for amphetamines are amphetamine, methamphetamine, or both,
- 7.4.2 A deuterated amphetamine and deuterated methamphetamine with certified purity confirmed by the laboratory is the internal standard, and
- 7.4.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of amphetamine and/or methamphetamine at a concentration greater than, or equal to, 500 ng/ml. Any methamphetamine positive must also indicate the presence of amphetamine greater than, or equal to, 200 ng/ml. Any methamphetamine positive sample must also be tested to identify and quantitative the D & L isomer. The run must include two blind quality control specimens, one negative and the other positive.

- 7.5 The opiates confirmation test employed must meet the following additional parameters:
- 7.5.1 The target compound for opiates are morphine and codeine,
 - 7.5.2 A deuterated morphine and deuterated codeine with certified purity confirmed by the laboratory is the internal standard, and
 - 7.5.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of morphine and/or codeine at a concentration of 300 ng/ml or greater. Any morphine positive with a concentration equal to or greater than 4,000 ng/ml must also be tested to determine the presence of 6-Monoacetylmorphine at a concentration of 10 ng/ml or greater. The run must include two blind quality control specimens, one negative and the other positive.
- 7.6 The phencyclidine (PCP) confirmation test employed must meet the following additional parameters:
- 7.6.1 The target compound is PCP (Parent Drug),
 - 7.6.2 A deuterated phencyclidine analog with certified purity confirmed by the laboratory is the internal standard, and
 - 7.6.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of phencyclidine in a concentration equal to or greater than 25 ng/ml. The run must include two blind quality control specimens, one negative and the other positive.
- 7.7 Barbiturates confirmation test employed
- 7.8 Cocaine confirmation test employed
- 7.9 Propoxyphene confirmation test employed

Testing procedures for the DOT drug testing programs must follow the requirements specified in Part II, Section B, Paragraph 1.0. If variation exists between these requirements and the DOT Final Regulations as published in the Federal Register, the guidance specified in DOT's Final Regulations governs.

- 8.0 **CERTIFICATION OF LABORATORIES ENGAGED IN URINE DRUG TESTING FOR FEDERAL AGENCIES** The Contractor must be certified and maintain certification in accordance with the applicable DHHS and DOT Guidelines in the Federal Register.

9.0 **DAY-TO-DAY MANAGEMENT**

- 9.1 The laboratory must have a qualified individual to assume professional, organizational, educational, and administrative responsibility for the laboratory's urine drug testing facility who is named in the proposal.
- 9.2 This individual must be engaged in and responsible for the day-to-day management of the drug testing laboratory even where another individual has overall responsibility for an entire multi- specialty laboratory.
- 9.3 This individual must ensure that there are enough personnel with adequate training and experience to supervise and conduct the work of the drug testing laboratory. He or she must ensure the continued competency of laboratory personnel by documenting their in-service training, reviewing their work performance, and verifying their skills.
- 9.4 This individual must ensure that the laboratory has a procedure manual which is complete, up-to-date, available for personnel performing tests, and followed by those personnel. The procedure manual must be reviewed, signed, and dated by this responsible individual whenever procedures are first placed into use or changed or when a new individual assumes responsibility for management of the drug testing laboratory. Copies of all procedures and dates on which they are in effect must be maintained.
- 9.5 This individual must maintain a quality assurance program to assure the proper performance and reporting of all test results; maintain acceptable analytical performance for all controls and standards; maintain quality control testing; and assure and document the validity, reliability, accuracy, precision, and performance characteristics of each test and test system.
- 9.6 This individual must take all remedial actions necessary to maintain satisfactory operation and performance of the laboratory in response to quality control systems not being within performance specifications, errors in result reporting or in analysis of performance testing results. This individual must ensure that sample results are not reported until all corrective actions have been taken and he or she can assure that the test results provided are accurate and reliable.
- 9.7 To obtain specimens under the Type I or Type II Programs for the Non-DOT Drug Diversion Court testing the contractor is responsible for the integrity of the collection of the urine specimens. The contractor must ensure that any environmental factors and/or any attempts on the part of the person being tested to manipulate the test results do not contaminate the specimens. If lab staff is used to observe individuals giving urine specimens, they must have the necessary training and skills to ensure the integrity of the urine tests. At a minimum, the following procedures must be used for the collection of urine and the reporting of testing results:

9.7.1 For storage of urinalysis supplies, the contractor shall:

9.7.1.1 store all urinalysis supplies in a secure area with access limited to employees involved in the collection process; and

9.7.1.2 prevent client access to the secure storage areas.

9.7.2 For observation of urine specimens, the contractor shall:

9.7.2.1 secure the collection area;

9.7.2.2 provide gender appropriate staff who shall be present in the lavatory to observe individuals giving the urine specimens; and

9.7.2.3 ensure that the staff observing individuals giving urine specimens have adequate training to safeguard the collection process from fraudulent attempts to alter the urine specimens and/or environmental factors that would affect the validity of the test results.

10.0 **TEST VALIDATION** The laboratory's urine drug testing facility must have a designated certifying scientist who reviews all pertinent data and quality control results to attest to the validity of the laboratory's test reports. A laboratory may designate more than one person as a certifying scientist. The certifying scientist(s) may be any employee who is qualified to be responsible for day-to-day management or operation of the drug testing laboratory.

11.0 **DAY-TO-DAY OPERATIONS AND SUPERVISION OF ANALYSTS** The laboratory's urine drug testing facility must have an individual to be responsible for day-to-day operations and to supervise the technical analysts. This individual must have at least a bachelor's degree in the chemical or biological sciences or medical technology or equivalent. This individual must have training and experience in the theory and practice of all methods and procedures used in the laboratory, a thorough understanding of quality control practices and procedures; a thorough understanding of the review, interpretation, and reporting of test results; knowledge of chain-of-custody procedures; and experience providing prompt remedial actions to be taken in response to test results out of acceptable range or detecting aberrant test or quality control results.

12.0 **OTHER PERSONNEL** Other technicians or non technical staff must have the necessary training and skills for the tasks assigned.

13.0 **WITNESSES**

13.1 Contractor personnel may be required to appear personally at administrative hearings to explain their laboratory procedures. The Contractor must have at least

one person available in each of the following categories on a full-time basis to testify at administrative hearings:

13.1.1 Category A: An expert in forensic toxicology drug testing issues who is capable of discussing Contractor's laboratory procedures and who has the following minimum qualifications:

13.1.1.1 Certification as a laboratory director by the State in forensic or clinical laboratory toxicology; or

13.1.1.2 A Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, pharmacology, or toxicology,

13.1.1.3 Training and experience comparable to a Ph.D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry, and pharmacology or toxicology,

13.1.1.4 Appropriate experience in analytical forensic toxicology including experience with the analysis of biological material for drugs of abuse, and

13.1.1.5 Appropriate training and/or experience in forensic applications of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology of drugs of abuse, or other factors which qualify the individual as an expert witness in forensic toxicology.

13.1.2 Category B: A person fully knowledgeable on the procedural aspects of urine drug testing at the Contractor's laboratory.

13.1.3 Category C: A processing technician who is a qualified and trained laboratory technician that handles testing of Travis County specimens on a day-to-day basis.

14.0 **TRAINING** The laboratory must have a manual and maintain records reflecting the training and certification of personnel, describing the procedures for initial and annual certifications. Procedures must also be in place which describe the decertification process and any remedial training required for recertification.

15.0 **FILES** Laboratory personnel files must include resume of training and experience; certification or license, if any; references; job descriptions, records of performance evaluation and advancement; incident reports; and results of tests which establish employee competency for the position he or she holds, such as test for color blindness, if appropriate.

16.0 QUALITY ASSURANCE AND QUALITY CONTROL

16.1 GENERAL:

Any drug testing laboratories used by the Contractor under this contract must have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, accessioning, aliquoting, chain-of-custody, security and reporting of results, initial and confirmatory testing, and validation of analytical procedures. Quality assurance procedures must be designed, implemented, and reviewed to monitor the conduct of each step of the process of testing for drugs.

16.2 LABORATORY QUALITY CONTROL REQUIREMENTS FOR INITIAL TESTS:

16.2.1 Each analytical run of specimens to be screened must include:

16.2.1.1 Urine specimens certified to contain no drug,

16.2.1.2 Urine specimens fortified with known standards, and

16.2.1.3 Positive controls with the drug or metabolite at or near the presumptive positive level.

16.2.2 In addition, with each batch of samples a sufficient number of standards must be included to ensure and document the linearity of the assay method over time in the concentration area of the cutoff. After acceptable values are obtained for the known standards, those values will be used to calculate sample data. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must be documented. A minimum of 10 percent of all test samples must be quality control specimens. Laboratory blind quality control samples, prepared from spiked urine specimens of determined concentration must be included in each run and should appear as normal samples to laboratory analysts. One percent of each run, with the minimum of at least one sample, must be the laboratory's own blind quality control samples.

16.3 CONFIRMATION TEST:

A run for the GC/MS will contain no more than 25 specimens and controls. The run must contain a minimum of four urine quality control specimens: one certified standard at the cutoff concentration, one certified sample at 40% of cutoff, one certified negative urine specimen, and one certified positive urine specimen at or near the cutoff. Two of the four quality control samples must be blind. The linearity and precision of the method must be periodically

documented. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must also be documented. The calibrators must be quantitative within 10% of the target value when the calibrators are certified, as required by DHHS and DOT guidelines. The concentration of all quality control specimens must assay within + or - 20% of their certified value. For only the Electron Impact GC/MS methods, the retention time of the drug must be within 2% of the extracted sample at the cutoff concentration and the ion ratios must be within + or - 20% of the extracted sample at the cutoff. The calculated concentration of the negative quality control specimens must not exceed the established limit of detection of the instrument for the drug being tested. All quality control samples must be within the acceptable range and meet all chromatographic criteria with all ion ratios within + or - 20% before reporting any sample results in that run. The chromatography of an internal standard from the negative specimen must meet the retention time and ion ratio requirements.

17.0 **SPECIMEN HANDLING AND RECEIVING REQUIREMENTS**

- 17.1 The Contractor must utilize an appropriate system to ship the specimens, if required. If not shipped via the U.S. Postal Service, then the Contractor must ensure that there is sufficient security to ensure the physical security and integrity of the specimen, the chain-of-custody, and shipping container.
- 17.2 The Contractor must provide specimen kits containing a kit box, urine specimen container, specimen bottle seal, protective seal, label, sealable plastic bag to hold the container, and foam insert. The urine containers must hold 100 ml., be made of inert materials that will not absorb or adsorb drugs, or drug metabolites, and meet DHHS and DOT standards. The cap liner must be made of inert material that will not absorb or adsorb drugs or drug metabolites from the specimen. The containers' temperature strip must be inside (unless prohibited by DHHS or DOT regulation) and be occluded. The occlusion must show tampering and allow for ready viewing by authorized personnel. The shipping containers must at least meet U.S. Postal Service standards and be pre-addressed and prepaid for shipment to the Contractor's laboratory. The Contractor must ship with the specimen kits at least one chain-of-custody forms for each specimen kit.
- 17.3 Upon receipt of specimens, the Contractor must record the condition of the shipping container, including information about damage in shipment, evidence of suspected specimen tampering, or other unusual conditions. The Contractor must compare information on specimen bottles to the information on the accompanying chain-of-custody forms. Records must be kept of the individuals that perform these checks. A Discrepancy Report must be generated, in accordance with Part II, Section B, Paragraph 21.3, and must be used to record discrepancies and provided to the office that collected the specimen.

18.0 **SECURITY OF LABORATORY AND SPECIMENS**

- 18.1 The identity and integrity of the urine specimens must be maintained within the laboratory. All specimens must be maintained in a secure area with limited and controlled access throughout all phases of processing and storage from receipt to final disposal.
- 18.2 Drug testing laboratories must be secure at all times. They must have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored. Access to these secured areas must be limited to specifically authorized individuals whose authorization is documented. With the exception of personnel authorized to conduct inspections on behalf of Federal agencies for which the laboratory is engaged in urine testing or on behalf of the Secretary, any person not employed by the Contractor must be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained and kept available for audit.
- 18.3 Laboratories must use chain-of-custody procedures to maintain control and accountability of specimens from receipt through the following processes:
 - 18.3.1 completion of testing,
 - 18.3.2 reporting results,
 - 18.3.3 during storage, and
 - 18.3.4 final disposition.
- 18.4 The date and purpose must be documented on a chain-of-custody form each time a specimen is handled or transferred, and every individual in the chain must be identified. Accordingly, authorized technicians must be responsible for each urine specimen or aliquot in their possession and must sign and complete chain-of-custody forms for these specimens or aliquots as they are received.

19.0 **RETENTION OF SPECIMENS**

- 19.1 Specimens that do not receive an initial test within 7 days of arrival at the laboratory must be placed in secure refrigeration units. Temperatures must not exceed 6 degrees centigrade. An emergency power generator must be available in case of prolonged power failure to maintain the stability and integrity of specimens.
- 19.2 All positive specimens must be placed in a limited access long-term, frozen storage area for a minimum of one year, and temperature must be maintained at -20 degrees centigrade. Within this one year period Travis County may request the

laboratory to retain the specimen for an additional period of time; but, if no such request is received the Contractor must provide a list of those specimens and request permission of the Alcohol and Drug Testing Program Coordinator (the "Coordinator") to destroy the specimens. The Coordinator shall approve destruction if there is no pending litigation. If there is a legal challenge, the Contractor is required to maintain the specimens for an indefinite period.

20.0 **DRUG TEST RESULTS REPORTING REQUIREMENTS**

- 20.1 The report must identify the drugs/metabolites tested for, whether positive or negative, and the presumptive positive level for each, the base specimen number assigned; the Contractor's laboratory number, and the test subject's Social Security number. The report must include a certified copy of the original chain-of-custody and must be signed by the certifying scientist. The results (positive and negative) for all specimens submitted on the same chain-of-custody form must be reported back to the MRO at the same time.
- 20.2 The laboratory must report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive for a specific drug or class of drug are reported positive for that specific drug.
- 20.3 The MRO may request quantization of test results from the laboratory, and the laboratory must provide quantization of test results.
- 20.4 Results must be transmitted in a secured manner so as to ensure confidentiality of the information. If the County approves a manner as one that is sufficiently secure, the laboratory may transmit results to the MRO by various electronic means. Results cannot be provided by telephone under any circumstances. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.
- 20.5 The laboratory must send only to the MRO a certified copy of the original chain-of-custody form signed by the individual responsible for day-to-day management of the drug testing laboratory or the individual for attesting to the validity of the test results.
- 20.6 The Contractor shall report to Travis County, by fax, **Non-DOT** negative or positive results of initial tests within twenty-four (24) hours from the date of collection. Fax notification of negative and positive initial test results must be followed with notification via regular mail containing a certified copy of the chain-of-custody form.

The Contractor shall provide to Travis County Pretrial Services a list of all Pretrial Services clients (individuals) who at the end of the business day did not appear at the collection facility to submit a sample as referred by the agency.

20.7 Contractor shall report to County **DOT** negative results of initial tests within 48 (forty-eight) hours from the date of collection if the collection is before 4:00 p.m. and 72 (seventy-two) hours if collection is after 4:00 p.m. by fax. Fax notification of negative initial test results must be followed with notification via regular mail containing the MRO's certification of the negative results and a certified copy of the chain-of custody form.

Contractor shall report to County **DOT** confirmatory positive test results of initial tests within 72 (seventy-two) hours and 96 (ninety-six) hours from the date of collection by fax, depending on the employee's response to the MRO. In some cases the reporting time may take longer due to circumstances which are governed by federal regulations. Fax notification of positive initial test results must be followed with notification via regular mail containing the MRO's certification of the positive results and a certified copy of the chain-of custody form.

21.0 **SUMMARY REPORTING REQUIREMENTS**

21.1 In accordance with the appropriate DHHS and/or DOT Guidelines, the Contractor must send to Travis County Departments/Offices (listed on Attachment 5) a monthly summary report. Initial and confirmation data must be included from test results reported within that month. Normally this summary must be forwarded by registered mail not more than 14 calendar days after the end of the month covered by the summary. The summary report must contain the following information:

21.1.1 Initial test reports must include the following information:

21.1.1.1 Number of specimens received,

21.1.1.2 Number of specimens reported out, and

21.1.1.3 Number of specimens screened positive for: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines

21.1.2 Confirmatory testing reports must include the following information:

21.1.2.1 Number of specimens received for confirmation, and

21.1.2.2 Number of specimens confirmed positive for: marijuana metabolite, cocaine metabolite, morphine, codeine, phencyclidine, amphetamine, and methamphetamine.

- 21.2 On a monthly basis the Contractor must supply to the Travis County Coordinator, the following information on specimens completed since the last report:
- 21.2.1 Identification number,
 - 21.2.2 Laboratory Accession Number,
 - 21.2.3 Date Specimen Received in Laboratory,
 - 21.2.4 Drugs Screened For,
 - 21.2.5 Confirmation Tests Conducted,
 - 21.2.6 Final Report (Positive or Negative),
 - 21.2.7 Date Report Sent to Travis County, and
 - 21.2.8 Specimen Turnaround Time.
- 21.3 No later than the 10th working day after the end of the calendar month, the Contractor must submit a discrepancy report to Travis County Departments/Offices (listed on Attachment 5) with the following data:
- 21.3.1 Reporting Month;
 - 21.3.2 For each submitting location sending specimens during the reporting month, the total number of specimens received; and
 - 21.3.3 For each department submitting specimens during the reporting month, the total number of specimens discarded, broken down into the following categories:
 - BU - Box unsealed or no signature or date on box seal
 - NHHS - No DHHS chain-of-custody-form
 - DOT - No DOT chain-of-custody form
 - ISSN - Incomplete social security number
 - ISPN - Incomplete base specimen number
 - NCOC - No chain-of-custody form
 - QNS - Volume in bottle is less than 30 ml
 - LSSN - Social Security number on specimen label does not match the social security on the chain-of-custody form
 - LAX - Laboratory Accident

22.0 **REPORTING REQUIREMENTS FOR DHHS AND DOT DRUG TESTING PROGRAM**

Activity in support of the DHHS and DOT drug testing program must be accounted for and reported separately by Contractor to Travis County Departments/Offices (listed on Attachment 5).

- 23.0 **SUBSTANTIATION** The Contractor must make available copies of all drug testing analytical results, including all certification specimen results, open performance test results, all quality control sample results and all personnel training and certification records when requested by Travis County Coordinator.
- 24.0 **RECORD RETENTION** Unless otherwise instructed by the DHHS in writing, all records pertaining to a given urine specimen must be retained by the drug testing laboratory for a minimum of 2 years. Upon request from Travis County, the Contractor must provide any information or documents pertaining to the procedures used at its laboratory for performance of this contract. Examples of procedures include chain-of-custody, testing protocols, quality control, procedures manual and results reporting. The County reserves the right to require the Contractor to change a procedure if the procedure is not consistent with current DHHS or DOT Guidelines.
- 25.0 **GENERAL LITIGATION SUPPORT** Depositions and interrogatories of Contractor personnel must be provided by the Contractor in conjunction with testing performed under this contract when requested by Travis County. Travis County will endeavor, where feasible to limit these requests to written interrogatories. The Contractor must establish procedures to insure timely and appropriate responses to requests for litigation support packages, discovery requests, and other inquiries. Where testimony is required in support of drug testing results, the Contractor must provide witnesses as required. The witness must also provide expert testimony in support of information contained in the Litigation Support Package, when requested.
- 26.0 **URINALYSIS DRUG TESTING LITIGATION SUPPORT PACKAGE**
- 26.1 The Contractor must provide within ten (10) business days documentary evidence in the form of a litigation support package to be used by Travis County at an administrative proceeding in conjunction with testing performed under this contract.
- 26.2 The litigation support package must consist of the following:
- 26.2.1 Certification and authentication by the appropriate laboratory official having custody of the original documents that the documents contained in the litigation support package are true and accurate copies of the original documents maintained by the laboratory as part of its regularly conducted laboratory activities;
- 26.2.2 Laboratory Report form;
- 26.2.3 Explanatory Affidavit, to include interpretation of test results;

- 26.2.4 All data from the initial test results including all standards and controls run with the batch;
- 26.2.5 All data including chromatographs and quantization reports from the GC/MS analysis including the standards and controls run with the batch;
- 26.2.6 Copies of all internal chain-of-custody documents; and
- 26.2.7 Summary qualifications of all personnel who appear on the chain-of-custody documents.

27.0 **CONTRACTOR FURNISHED MATERIAL**

- 27.1 The Contractor must provide containers to transport all specimens from Travis County. Containers must provide leak proof transportation to the Contractor's laboratory.
- 27.2 The Contractor must provide all U.S. Postal Service approved packaging material for the transportation of urine specimens or, if other type of transportation is chosen, the appropriate packaging material must be provided by the Contractor. The shipping costs for First Class shipping of the specimens from the sites to the laboratory shall be prepaid by the Contractor.

PART II, SECTION C. FEE SCHEDULE**ORIGINAL****DOT Testing UNOBSERVED****Cost per Test/Service**In Clinic:

- | | |
|---|----------------|
| 1. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines) | \$ 47.00 _____ |
| 2. Breath alcohol test | \$ 27.00 _____ |

On Site:

- | | |
|---|----------------|
| 3. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines) | \$ 52.00 _____ |
| 4. Breath alcohol test | \$ 52.00 _____ |

NON-DOT Pre-Employment Testing

- | | |
|--|----------------|
| 5. (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone and Ethanol) | \$ 32.00 _____ |
| 6. Provider Travels to County to perform testing (fee per visit) | \$ 52.00 _____ |

NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program

- | | |
|---|----------------|
| 7. TYPE I - (Amphetamines, Cannabinoids Cocaine, Opiates) | \$ 26.00 _____ |
| 8. TYPE II - (Amphetamines, Methadone (Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene) | \$ 30.00 _____ |

NON-DOT Countywide UN-OBSERVED

- | | |
|--|-----------------|
| 9. Drugs plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone plus Ethanol) | \$ 32.00 _____ |
| 10. Expedited Results (4 Hours) | \$ See Addendum |
| 11. Expedited Results (within 24 hours) | \$ See Addendum |

ORIGINAL

NON-DOT UNOBSERVED

12. **TYPE I**– Amphetamines, Cannabinoids, Cocaine, Opiates and Ethanol \$ 26.00

13. **TYPE II** -(Barbiturates, Benzodiazepines, Cannabinoids, Opiates, Ethanol) \$ 26.00

HHSD/Child Protective Services Testing OBSERVED

14. (Amphetamines, Cocaines, Opiates, Cannabinoids, Benzodiazepines, Barbiturates, Phencyclidine, Phropoxyphene, 2nd (GL/MS) and another LAB and MRO, Ethanol) \$ 32.00

MISCELLANEOUS TESTING

15. Eye Scanning (PassPoint or equal) \$ See Addendum

16. Hair Testing \$ See Addendum

17. Oral Fluid Testing \$ 47.00

18. Nail Testing \$ See Addendum

19. Drug Patch \$ See Addendum

20. ETG/ETS Testing \$ 52.00

21. K2/Spice Testing \$ 66.00

22. Bath Salt Testing \$ 81.00

23. Ambien Testing \$ 189 (unless combined with other standard County testing then \$69.00)

CONFIRMATION TESTING

21. Amphetamine Confirmation Test (GC/MS) \$ 30.50

22. Barbiturate Confirmation Test (GC/MS) \$ 30.50

23. Benzodiazepines (BZE) Confirmation Test (GC/MS) \$ 30.50

24. Cocaine Confirmation Test (GC/MS) \$ 30.50

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- 25. Opiate Confirmation Test (GC/MS) \$ 30.50
- 26. Phencyclidine Confirmation Test (GC/MS) \$ 30.50
- 27. Cannabinoids (THC) Confirmation Test (GC/MS) \$ 30.50
- 28 Phropoxyphene Confirmation Test (GC/MS) \$ 30.50
- 29. Ethanol (Alcohol) \$ 30.50
- 30. 2nd (GC/MS) & another LAB and MRO \$ 102.00

TRAVEL TO PERFORM ON-CALL TESTING

- 31. Between 6:00 p.m. and 7:00 a.m. Monday through Friday (non Holiday weekdays) or Holidays and weekends 24 hour emergency on-site response \$ 100.00 hourly

EXPERT WITNESS

- 32. Expert Witness (Hourly Rate) \$ 125.00

MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

- 33. SPANISH Speaking Interpreter on-site while Testing Center Open Per Hour Rate between the hours of 7:00 – 6:00 (for the Short Program/Drug Diversion Court Only) \$ See Addendum
- 34. Notification via daily sign-in sheets faxed to the following two Departments ONLY: SHORT Program/Drug Diversion Court And Pretrial Services Program. Daily cost for each department **NO CHARGE**

Whenever open, will have **both** the required qualified man and required qualified woman for direct observed testing on their respective counterparts? **X YES** No

Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory used?

X YES No

Location, contact person, phone number and address of all available clinics and hours of service at each location:

ProResults DNA & Drug Testing
 7801 North Lamar, Suite B-159
 Austin, TX 78701 Contact: Sandi or Douglas Reinlie (512) 374-9977

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List kinds of identification client must bring:

Client must bring valid State or Federal Photo ID. As a last resort a caseworker may request to ID a person over the phone or write a detailed physical description of the individual on their Drug Screen Release form. Example: height, weight, hair color, glasses or tattoos

List method of reporting to client:

Results are mainly emailed or faxed (if preferred)-however each department may request how result are to be sent..

List Corporate Office Address:

Sandad Inc.

DBA –ProResults

7801 North Lamar Blvd., Suite B-159

Austin, TX 78752

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).

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)

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

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.

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ATTACHMENT 1

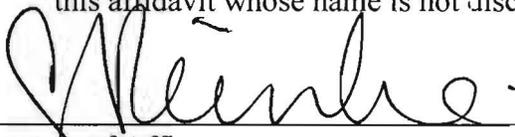
ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: 10/07/2012
Name of Affiant: Sandra Reinlie
Title of Affiant: President
Business Name of Offeror: ProResults (Sandad Inc.)
County of Offeror: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror 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 Exhibit B.



Signature of Affiant

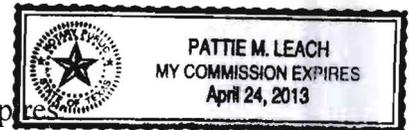
7801 North Lamar, Suite B-159

Austin, TX 78752

Address

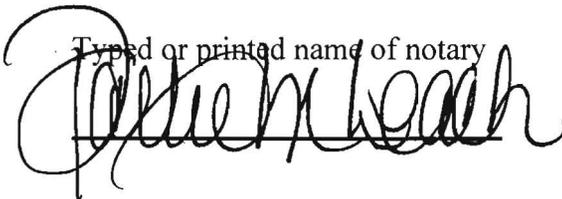
SUBSCRIBED AND SWORN TO before me by _____ on 10/15, 2012

Notary Public, State of Texas



Typed or printed name of notary

My commission expires



4/24/13

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
November 2, 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.....	Julie Wheeler*	
Executive Assistant.....	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
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.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
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.....	Vacant	
Attorney, Transactions Division.....	Elizabeth Winn	
Attorney, Transactions Division.....	Mary Etta Gerhardt	
Attorney, Transactions Division.....	Barbara Wilson	
Attorney, Transactions Division.....	Jim Connolly	
Attorney, Transactions Division.....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	

Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV CW Bruner, CTP
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Diana Gonzalez.....	12/16/12
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division.....	Tamara Armstrong.....	03/30/13
Executive Assistant.....	Lori Duarte	06/15/13
Chief Information Officer.....	Joe Harlow.....	07/31/13
County Auditor	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13

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

EXHIBIT 2
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

ATTACHMENT E
CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ___YES ___NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized

ATTACHMENT F

PROPOSAL

ORIGINAL

**Solicitation 1208-005-ML
Drug and Alcohol Testing**



Travis County

**ORIGINAL**RFS#1208-005-ML
10/07/2012

SUBJECT: Request for Services
TO: Travis County Purchasing Office

TRANSMITTAL LETTER

ProResults offers the following proposal to all Travis County departments requiring drug-testing services.

RELIABILITY

ProResults is committed to giving our customers consistent, professional and rapid results. The same calibrators and controls that are specifically designed for our contractor's equipment are used for every test series. The same reagents are used for every batch. Consistency and quality are as important to us as giving our customers the absolute best service possible.

EXTENDED HOURS

We understand the difficulty associated with scheduling a job in one part of Austin and making it to an appointment before closing when traffic is congested. This is why we have hours of operation from 8:30 AM to 5:30 PM, Monday thru Friday, with no appointment necessary. We are happy to accommodate alternate hours, however an appointment is required. We have also, on occasion, stayed in the office after hours for the occasional customer that has called while on the way but was delayed by traffic. While this isn't our normal protocol, we try to be as accommodating as possible for the convenience of our customers and their caseworkers.

RAPID RESULTS

ProResults works with numerous certified labs, and this gives us access to STAT tests results for some tests, if an emergency arises. We understand that getting results fast is of great importance to all departments. We provided superior customer service & will gladly help in way.

EXPERIENCE

We have been in business for more than seven years, balanced by our management staff with a combined technical and business background spanning over 30 years. We currently provide drug and alcohol-testing services for businesses and rehabilitation programs in Austin and our track record with the county speaks for itself, with the departments we have serviced in the previous contract period while this RFS process is being conducted. We have a direct record with Travis County of more than six years.

LOW PRICES

We understand that pricing is an issue for the county, just as it is for the private sector. Our commitment to make drug screening as affordable as possible extends to the county. Our pricing allows our clients to select testing types and quantities appropriate to their needs, while maximizing the effectiveness of their budget dollars.

COMMITMENT

ProResults understands that the services we provide impact the lives of people we test in a serious and sometimes dramatic way. Standard and DOT drug testing are designed to determine whether an individual has ingested an illegal substance, however the levels can vary. This is where our understanding of Travis County requirements is crucial. Observed collections are required to prevent individuals from adulterating or tampering with samples. Detection cut-off levels must be within the requirements of the county to make certain the various programs are being adhered to. Our commitment to this effort stems from a driven pursuit of professional excellence, and a principled obligation to help our community in a quantifiable manner.

Best Regards,

Sandi Reinlie,
President, ProResults



RFS#1208-005-ML
10/07/2012

ORIGINAL

DETAILED PROPOSAL

PART I, SECTION B – REQUIRED DOCUMENTATION

2.3.2 – Contractor has been providing professional drug and alcohol testing services since 2003.
 2.3.3 – Offeror has been providing drug and alcohol testing services for more than seven years.
 2.3.4 – ProResults uses certified, subcontracted labs to perform all chemical analysis & GC/MS confirmation of specimens. ProResults' employees are certified to perform collections of specimens, not limited to: urine, hair, nail, breath, & saliva. ProResults has been a long-time member of DATIA (Drug and Alcohol Testing Industry Association). Subcontractor Labs include: ATN, Quest, MedTox, LabCorp, Norchem, Expertox & Chromosomal Labs (SEE PROPOSER QUALIFICATIONS).

REFERENCES:

The Cole Group (Employment Services) Donald Cole
 5151 Katy Freeway, Suite 204 713-880-9494
 Houston, TX 77007
Services provided: pre-employment drug screening for their clients located in Austin, TX.
 The Cole Group has been our client since 2003.

Austin Drug and Alcohol Abuse Program Dan Davey
 7801 N Lamar, Suite D-109 512-454-8180
 Austin, TX 78752
Services provided: rehabilitation program for ADAAP's clients & DOT testing for ADAAP's employees.
 ADAAP has been our client for more than six years.

The Milner Law Firm Joe or Scott Milner
 4210 Spicewood Springs Rd., Suite 210 512-420-0555
 Austin, TX 78759
Services provided: E.t.G. Alcohol testing, hair & urine drug testing & court testimony.
 The Milner Law Firm has used our services for more than five years.

2.5 – ProResults provides the following services:
 DNA & forensic testing
 Drug testing using the following types of specimens: urine, hair, saliva, & nails
 Alcohol testing via urine (E.t.G. or immunoassay in conjunction with GC/MS), saliva & breath

ProResults has 4 employees to provide specimen collections both on-site & off-site, with our office centrally located in Austin, TX.

2.6 – ProResults representatives may be reached by calling our main phone # 512-374-9977
 Sandi Reinlie – President
 Doug Reinlie – Lab Consultant
 Gina Faulkner – Office Manager
 Mila Reinlie – Receptionist

PART II – SCOPE OF SERVICE

SECTION A – TECHNICAL REQUIREMENTS – ALCOHOL TESTING

1.0 – 1.4

ProResults utilizes a PBA-3000 for breath alcohol testing. This device is approved by the DOT and NHTSA and meets all requirements set forth in the RFS. This device is portable with and uses a portable printer. ProResults uses a private area for all testing.

ORIGINAL



RFS#1208-005-ML
10/07/2012

PART II – SCOPE OF SERVICE

SECTION B – TECHNICAL REQUIREMENTS – DRUG TESTING

1.0 Required Standard of Workmanship

ProResults and its subcontractors meet all criteria described within the Required Standard of Workmanship.

2.0-2.18 Technical Definitions

ProResults acknowledges and confirms the understanding and intent of the Technical Definitions and confirms compliance with said criteria.

3.0– 3.18 Scope of Work

ProResults and its subcontractors understand the requirements set forth in the RFS and currently comply with these requirements. ProResults and its subcontractors are governed by and adhere to State and Federal regulation pertaining to the technical requirements of Travis County.

4.0-12.0

Cited requirements are compliant with existing industry standards, which ProResults and its subcontractors adhere to.

13.0 – 13.1.3

Expert witness testimony as set forth in this section is available as required.

14.0 – 15.0

ProResults maintains complete training and personnel files for all staff members.

16.1 – 16.3

ProResults and its subcontractors follow all required quality assurance measures.

17.0 – 20.7

ProResults and its subcontractors adhere to the current standards set forth by Federal, State and County requirements set-forth in the cited paragraphs.

21.0 – 27.2

ProResults and its subcontractors current reporting standards are in compliance with the requirements of Travis County. We understand the standards of the litigation support package requirements and have processes in place to support these measures.

PART II – SCOPE OF SERVICE

SECTION C – ATTACHMENT 4: FEE SCHEDULE

See corresponding section of this proposal labeled ADENDUM & Attachment of Fee Schedule.

PART II – SCOPE OF SERVICE

SECTION D – ATTACHMENT 5: DEPARTMENT INVOICE CONTACTS

We have made note of these contacts and will keep them on file.

PART III– Professional Services Agreement

ProResults understands and agrees to all issues in this section and shall add the required Form W-9 to the list of required documents for submittal with this proposal. Please note that ProResults has a current W-9 filed with Travis County. SEE ATTACHED.



ORIGINAL

RFS#1208-005-ML
10/07/2012

INSURANCE REQUIREMENTS

ProResults understands the requirements of this section and agrees to comply with all insurance requirements associated with the services provided to Travis County.

ProResults understands and agrees to the terms and conditions set forth in this section of the RFS. This agreement is evidenced by the signature of ProResults duly authorized agent.

PROPOSER QUALIFICATIONS

RESUMES

See corresponding section of this proposal labeled BIOGRAPHIES.

NAMES OF LABORATORIES AND CERTIFICATIONS

ATN (Advanced Toxicology Network) – SAMHSA
Expertox – CLIA, CAP-FUDT
LabCorp – SAMHSA
MedTox – SAMHSA
USDTL – CAP-FUDT, CLIA
OMEGA – CLIA, Federal Voluntary Hair Proficiency Testing Program
Quest Diagnostics – SAMHSA, CAP-FUDT
Chromosomal Laboratories – AABB certified

DESCRIPTION OF COMPANY

ProResults is a seven-year old, locally owned drug and DNA testing company, open from 8:30AM to 5:30PM, Monday thru Friday with no appointment necessary. We are happy to accommodate alternate hours, however an appointment is required. For employee qualifications, please refer to the section of this proposal labeled BIOGRAPHIES. ProResults will provide the county with drug and alcohol testing services conducted, tested or collected in our office as prescribed by the RFS. Our office is located at 7801 N Lamar Blvd, Suite B-159. We are located on the Southeast corner of the intersection of Hwy 183 and Lamar. This is a heavily traveled, and recognized intersection in Austin, easily accessible by public transportation. Our location is diagonally located on the opposite side of the intersection from the North Lamar Transfer Station, which is a major hub for Austin METRO (Austin Transit System).

**ORIGINAL**RFS#1208-005-ML
10/07/2012

BIOGRAPHIES

Doug Reinlie

Doug holds an undergraduate degree in Business and Marketing. His career has spanned 39 years and includes expertise in owning and managing multiple businesses in private and franchise environments. Prior to his current position with ProResults, he attended training for the maintenance and operation of chemical analyzers and obtained certifications for Department of Transportation drug and alcohol collection and testing methodologies. After being trained on all of the equipment and collection procedures, he began performing administrative functions as the Government Contracts Manager. In this position he is directly responsible for the operations of the ProResults drug-screening office in Austin and performs the duties of Lab Manager.

Sandi Reinlie

Sandi graduated Magna Cum Laude with a Bachelor of Arts from Texas State University in 2001. After graduation, she worked as a business manager for a multimillion-dollar local corporation, with national sales and distribution. Currently, Sandi manages the Billing and Operations aspects of ProResults. She is responsible for taking collections, observed collections, and DOT collections. Additionally, Sandi attended training for the maintenance and operation of chemical analyzers and obtained certifications for Department of Transportation drug and alcohol collection and testing methodologies.

Gina Faulkner

Gina has been a star employee of ProResults (Sandad Inc.) for almost three years. She has completed training & received certification on the procedure of specimen collections for urine & hair samples. She is responsible for the collection of specimens, completing Chain of Custody forms, maintaining clients relations & invoicing.



ORIGINAL

RFS#1208-005-ML
10/07/2012

ADENDUM

REQUEST FOR SERVICES PROFESSIONAL DRUG AND ALCOHOL TESTING SERVICES

RFS NUMBER: S060252-ML

PART II, SECTION C, FEE SCHEDULE

1. Items #10 and #11 – Expedited results do not conform to DOT or HHS standards and cannot be confirmed within the time allotted. Negative results may be obtained within the time allotted, however, positive results would require confirmation, which would exceed the time allotted.
2. Item #15 – ProResults will agree to provide Eye Scanning for Travis County, utilizing the PassPoint system, under the following criteria. Travis County will disclose a pre-set total number of clients (minimum and maximum) that will be in the PassPoint program. This agreement is contingent upon Travis County committing to a one year term for the use of the PassPoint system. Further, Travis County must agree to a minimum weekly billing of \$1000 as an access fee in the event that the weekly volume of eye scans falls below 150 scans. Due to the requirements of the PassPoint system and the overall nature of eye scanning as related to drug testing, ProResults can only offer this program to Travis County, with the understanding of Travis County, that once a client is entered into the PassPoint system, the client must test on the same PassPoint machine each time. The PassPoint System can perform up to three hundred tests per day after baselines on all participants have been established. ProResults will waive the standard \$15 per baseline fee for Travis County. With these terms and conditions agreed to by Travis County, ProResults submits the following fee schedule for use of the PassPoint system.

PassPoint Fee Schedule

- 0 – 84 Eye Scans per week - \$1000 Flat Rate Access Fee
 - 85 – 149 Eye Scans per week - \$13 per scan
 - 150 – 199 Eye Scans per week - \$11 per scan
 - 200 – 274 Eye Scans per week - \$9 per scan
 - 275 – 374 Eye Scans per week - \$8 per scan
 - 375 – 499 Eye Scans per week - \$7 per scan
 - 500+ Eye Scans per week - \$6 per scan
 - Observed Collection Urinalysis Confirmation (9 panel + ETOH) of "High Risk" results - \$7 each
3. Item #16 – ProResults offers four types of Hair Testing. Standard time frame is 90 days.
 - 5 Panel Hair Tests (Amphetamines/Methamphetamines, Cocaine, THC, Opiates, PCP) \$88
 - 7 Panel Hair Tests (Amphetamines/Methamphetamines, Cocaine, THC, Opiates, Benzodiazepines, and Barbiturates) \$168
 - 10 Panel Hair Tests (Amphetamines/Methamphetamines, Cocaine, THC, Opiates, PCP, Benzodiazepines, Propoxyphenes, Barbiturates and Methadone) \$179
 - EtG (habitual abuse of alcohol)
 - BODY HAIR – may be collected if no head hair is present – the sample tests back approximately 6 months – \$35 additional
 4. Item # 18 – ProResults offers three types of Nail Testing. Standard time frame is 6 months. (uses nail clippings and scrapings)
 - 5 Panel Nail Test (Amphetamines/Methamphetamines, Cocaine, THC, Opiates, PCP) \$155
 - 10 Panel Nail Test (Amphetamines/Methamphetamines, Cocaine, THC, Opiates, PCP, Benzodiazepines, Propoxyphenes, Barbiturates and Methadone) \$218

**ORIGINAL**RFS#1208-005-ML
10/07/2012

Standard Time frame is 2 – 4 weeks (use nail clipping only, not scrapings)
EtG (habitual abuse of alcohol) \$194

5. Item #19 Drug Patch—ProResults will agree to provide the drug, sweat patch for the purpose of monitoring drug use & would require a minimum of 10 patches per individual tested. The cost for each drug patch is \$60.
6. Item # 33 – Spanish Speaking Interpreter—Requires minimum of 4 hours notice for an on-site interpreter. ProResults has a Russian interpreter on-site in the afternoon.
7. Additional Service #1 – Extended Adulteration Panel
Additional adulteration test for Creatinine, Nitrite, Gluteraldehyde, pH, Specific Gravity and Oxidants - \$15
8. Additional Service # 2 – E.t.G. Alcohol urine screen (Ethyl Glucuronide)
Detects as little as 1 drink for up to 80 hours.
9. Additional Service #3 – Comprehensive 18 Panel adds 8 items to existing 9 Panel plus alcohol. Items include Meperidine, Ketamine, Tramadol, Pentazodine, Oxycodone, Butorphanol, GHB and LSD. - \$62
10. Additional Service #4—Limit of Detection: No Charge
11. Additional Service #5—Designer Drugs/Synthetics
 - Kratom--\$120.00
 - Psychoactive Comprehensive Designer Drug Panel--\$170.00
 - Salvia Divinorium (plant)--\$90.00
 - Benzylpiperazines--\$120.00
 - Bromo-Dragon Fly--\$90.00
 - Phenethylamines--\$130.00
 - Psilcoin & Mescaline--\$150.00

ORIGINAL

Bid 1208-005-ML Drug and Alcohol Testing

Bid Number **1208-005-ML**
 Bid Title **Drug and Alcohol Testing**

Bid Start Date **Oct 2, 2012 10:57:38 AM CDT**
 Bid End Date **Oct 10, 2012 3:00:00 PM CDT**
 Question & Answer End Date **Oct 3, 2012 4:30:00 PM CDT**

Bid Contact **Mike Long**
Purchasing Agent Assistant III
512-854-4850
mike.long@co.travis.tx.us

Contract Duration **90 days**
 Contract Renewal **Not Applicable**
 Prices Good for **Not Applicable**

Standard Disclaimer **Unless otherwise noted, there is no fee charged to the vendor to participate in an electronic solicitation issued by Travis County. Travis County reserves the right to reject any or all bids, in whole or in part, to waive any informality in any bid, and to accept that bid which, in its discretion, is in the best interest of Travis County.**

Bid Comments **September 19, 2012**

You are invited to submit your proposal in accordance with the requirements in this REQUEST FOR SERVICES (RFS) #1208-005-ML, DRUG AND ALCOHOL TESTING SERVICES for Travis County.
Proposals must be submitted with an ORIGINAL (MARKED "ORIGINAL") AND NINE (9) COPIES to the Travis County Purchasing Agent, 700 Lavaca, 8th Floor, Austin, Texas 78701, no later than 3:00 P.M. CST ON October 10, 2012.
Or you may upload your proposal to Travis County's third party online procurement website, www.bidsync.com, no later than 3:00 p.m. CST on October 10, 2012.
***Please upload only one pdf document. If you submit your proposal online, there is no need to submit an original and nine (9) hard copies.**
FOR ANY INFORMATION RELATED TO THIS RFS, PROPOSERS MAY ONLY CONTACT CYD GRIMES, C.P.M., CPPO, PURCHASING AGENT; MARVIN BRICE, CPPB, ASSISTANT PURCHASING AGENT; OR MICHAEL LONG, CPPB, PURCHASING AGENT ASSISTANT AT (512) 854 9700. CONTACT WITH ANY OTHER PERSON ASSOCIATED WITH THIS RFS MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.
During this procurement process, potential proposers shall not contact individual members of the Travis County Commissioners Court regarding this solicitation. Any such contact may result in disqualification of the proposal.

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:
REQUEST FOR SERVICES
RFS #1208-005-ML
DRUG AND ALCOHOL TESTING SERVICES
DO NOT OPEN IN MAILROOM
Your consideration of this Request for Services is appreciated.
Sincerely,

Cyd V. Grimes, C.P.M., CPPO
Purchasing Agent

ORIGINAL

Item Response Form

Item **1208-005-ML--01-01 - Drug and Alcohol Testing**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Travis County**
No Location Specified

Qty 1

Description

Pricing for this RFS shall be submitted on Part II, Section C, Fee Schedule, and uploaded with your Proposal.

ORIGINAL



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes C.P.M., CPPO, Purchasing Agent

700 Lavaca Street, Ste. 800 O Austin, Texas 78701 O (512) 854-9700 O Fax (512) 854-9185

September 19, 2012

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REQUEST FOR SERVICES

RFS #1208-005-ML

DRUG AND ALCOHOL TESTING SERVICES

DO NOT OPEN IN MAILROOM

Your consideration of this Request for Services is appreciated.

Sincerely,

C;JV Grimes, C.P.M.; CPPO
Purchasing Agent

ORIGINAL**RFS# 1208-005-ML**

**REQUEST FOR SERVICES
DRUG AND ALCOHOL TESTING SERVICES
RFS NO. 1208-005-ML**

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ORIGINAL**RFS# 1208-005-ML****REQUEST FOR SERVICES****DRUG AND ALCOHOL TESTING SERVICES****RFS # 1208-005-ML****PART I - GENERAL REQUIREMENTS****PART I, SECTION A - GENERAL INFORMATION****1.0 PURPOSE:**

The Travis County Purchasing Agent, acting on behalf of the Travis County Commissioners Court, is requesting proposals from qualified firms, agencies or individuals interested in providing Drug and Alcohol Testing.

2.0 INCURRED EXPENSES:

There is no expressed or implied obligation for Travis County to reimburse offerors for any expense incurred in preparing proposals in response to this request, and Travis County will not reimburse anyone for these expenses. Travis County will consider proposals from all qualified, responsible offerors.

3.0 SUBMISSION OF PROPOSAL:

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

4.0 LATE PROPOSALS OR MODIFICATIONS:

Proposals and/or modifications to proposals received after the time set for the proposal submission will not be considered, and will be returned to sender unopened.

5.0 WITHDRAWAL OF PROPOSALS:

A proposal may not be withdrawn by the offeror without the permission of Travis County for a period of ninety (90) days following the date designated for the receipt of proposals, and an offeror agrees to this by submitting a proposal.

6.0 POINTS OF CONTACT:

Information regarding the purchasing process, the contents of this RFS, or questions concerning the Scope of Services in Part II may be obtained from the Travis County Purchasing Office.

ORIGINAL**RFS# 1208-005-ML**

When requesting information or submitting questions, please refer to the RFS number at the top of this page.

7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION:

If any Offeror contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other documents or any part thereof, a request for clarification should be submitted to the Purchasing Agent on or before SEVEN (7) DAYS PRIOR to the scheduled opening of the proposals. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFS will be made only by an RFS Amendment duly issued. A copy of such RFS Amendment will be mailed or faxed to each person receiving a solicitation.

8.0 GENERAL CONDITIONS:

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

9.0 QUALIFICATIONS:

The minimum required qualifications include:

Licensed/certified/credentialed personnel and facilities to provide drug and alcohol testing services in accordance with all applicable County, Texas State, and Federal statutes, rules/guidelines and regulations.

The Juvenile Probation Department and Family Drug Treatment Court will only accept those labs that are currently SAMSHA certified and meet the standards of Subpart C of the Mandatory Guidelines for Federal Drug Testing Programs.

10.0 OTHER CONDITIONS:

10.1 The Offeror agrees that all uses of Travis County facilities, utilities and supplies shall be solely with the prior approval of Travis County and solely for the benefit of Travis County and directly related to the Offeror's actions under this contract.

10.2 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment 3 "Insurance Requirements" which is incorporated herein by reference and made a part hereof.

10.3 **The offeror shall provide a facility located in Austin, Texas which operates between 7:00 a.m. until 7:00 p.m., Monday through Friday. The purpose of such hours is to collect urine specimens and conduct alcohol and drug testing.**

ORIGINAL**RFS# 1208-005-ML**

The offeror shall provide a qualified Male for Non DEPARTMENT OF TRANSPORTATION (DOT) Direct Observed Male testing and a qualified Female for Non-DOT Direct Observed Female testing at the above facility.

Offeror shall also provide HRMD/TNR Departments coverage twenty-four (24) hour, seven (7) days a week, including Weekend and Holiday coverage. Monday through Friday from 6:00 p.m. to 7:00 a.m. on non-holiday days. On Holidays and Weekends, twenty-four (24) hour coverage for on-site emergency service.

PART I, SECTION B -REQUIRED DOCUMENTATION

- 1.0 The documentation required for submittal with the Offeror's proposal is described in the following paragraphs. Paragraph 2.0 describes documentation that will be used in the evaluation of the Offeror's proposal. Paragraph 3.0 lists other documents that must be submitted. **Please note this Section B may not address all documentation required by the RFS. The offeror is cautioned to read the entire RFS to determine all requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFS.**
- 2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted with **an original (marked "original") and nine (9) copies**. They are to include the following:
 - 2.1 Title Page - The Title page must show the RFS subject and number; the Offeror's name; the name, address, and telephone number of a contact person; and the date of the proposal.
 - 2.2 Transmittal Letter - Submit a signed letter briefly addressing the Offeror's understanding of the work to be done, the commitment to do the work detailed within this RFS and a statement explaining why the offeror believes itself to be best qualified to do the required work.
 - 2.3 Detailed Proposal - The detailed proposal must address the ability to provide services for each requirement set forth in this RFS, including but not limited to, responses to the following items:
 - 2.3.1 The detailed proposal must address the ability to provide each requirement as set forth in this RFS. See especially Part I, Section C, item 2.0 Evaluation Factors and Award Criteria for information required.
 - 2.3.2 How long has Offeror been providing drug and alcohol testing services?
 - 2.3.3 Does your company intend to subcontract any of the work to be performed under the Scope of Services to another company? If so, what part, what percentage, and to whom?

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- 2.4 Offeror References - The Offeror must furnish references for at least three (3) organizations for which you or your firm has provided similar services during the past five (5) years. These references must include (a) a description of the service and location of the contract and (b) the name, address and telephone number of at least one (1) person that represents the Offeror's customer and a detailed description of the key issues worked on for those organizations. Travis County may contact or visit any of the listed customers to evaluate the services proposed in response to this RFS.
- 2.5 Description of Offeror - The description must include services the Offeror provides (including licensing authorities if applicable), the number of employees both inside and outside of Travis County, and the location of service facilities.
- 2.6 Offeror Representative - Include the name of the designated individual, along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the proposal.
- 2.7 Cost Proposal - Offerors shall complete the fee schedule as indicated in Part II Section C- Fee Schedule. Include an estimate and description of anticipated miscellaneous expenses, if applicable. These expenses may be reimbursed at cost plus a negotiated fee. Offerors shall propose the fee.
- 3.0 Offerors must complete and return the following documents with their proposal:
- 3.1* Ethics Affidavit (Attachment 1), including the accompanying Exhibits A and B;
- 3.2* HUB Declaration and List of Certified HUB Subcontractors (Attachment 2); and
- 3.3 All other information required by this RFS.
- *These documents are included as Attachments to this Part I, Section B.
- 4.0 Offeror must submit the following documents after contract award:
- 4.1 Insurance documentation within ten (10) days and before beginning work;
- 4.2 All other information required in this RFS.
- 5.0 Conflict of Interest
- If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 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 a 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 a filed Questionnaire on the official Travis County Internet website.

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

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ATTACHMENT 1

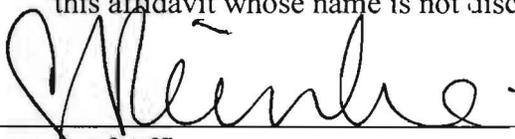
ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: 10/07/2012
Name of Affiant: Sandra Reinlie
Title of Affiant: President
Business Name of Offeror: ProResults (Sandad Inc.)
County of Offeror: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror 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 Exhibit B.



Signature of Affiant

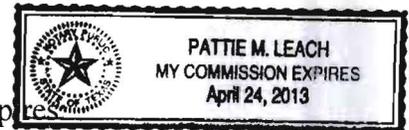
7801 North Lamar, Suite B-159

Austin, TX 78752

Address

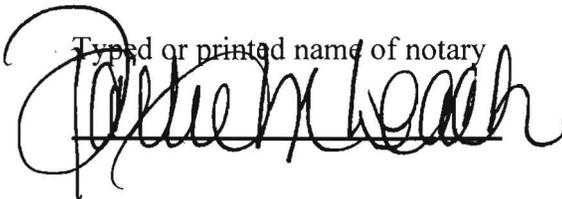
SUBSCRIBED AND SWORN TO before me by _____ on 10/15, 2012

Notary Public, State of Texas



Typed or printed name of notary

My commission expires



4/24/13

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
September 10, 2012

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Julie Wheeler*	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
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.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
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	Vacant	
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 Purchasing
 Agent Assistant IV Lee Perry Purchasing Agent
 Assistant IV Jason Walker Purchasing Agent
 Assistant IV Richard Villareal Purchasing Agent
 Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant III..... Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III..... David Walch
 Purchasing Agent Assistant III..... Michael Long, CPPB
 Purchasing Agent Assistant III..... Loren Breland, CPPB
 Purchasing Agent Assistant III..... Nancy Barchus, CPPB
 Purchasing Agent Assistant III..... Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III..... C.W. Bruner, CTP
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II..... Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist..... Betty Chapa
 HUB Specialist..... Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis
 Domestic Relations Office Roslynn Pitre
 Pretrial Services Larry Spacek
 Drug Diversion Court..... Sharon Caldwell-Hernandez
 Sheriff's Office Maria Wedhorn
 Human Resources Risk Mgt..... John Brady
 Juvenile Court Sylvia Mendoza
 Juvenile Court Emmit Hayes, Director of Probation Services Div.
 Family Drug Treatment Court..... Michelle Kimbrough

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u>	<u>Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Diana Gonzalez ..		12/16/12
Director, Health Services Division.. ..	Beth Devery		03/09/13
Purchasing Agent Assistant III.....	Elizabeth Corey, C.P.M....		03/14/13
Attorney, Transactions Division	Tamara Armstrong		03/30/13
Executive Assistant.....	Lori Duarte		06/15/13
Chief Information Officer	Joe Harlow		07/31/13
County Auditor ..	Susan Spataro, CPA		08/31/13

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

EXHIBIT B
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

NONE

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

ORIGINAL**ATTACHMENT 2****HUB PROCUREMENT PROGRAM:**

- 10.1 Pursuant to the Travis County Historically Underutilized Business (HUB) Procurement Program, the Travis County Commissioners Court adopted goals for Certified HUB Subcontractor participation in the Non-Professional Services category with an Overall 14.1% Minority-Owned Business Enterprise (MBE) goal and an Overall 15.0% Women-Owned Business Enterprise (WBE) goal (*Sub-goals: 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian-American*) to be observed by the County in its award of contracts and subcontracts to certified HUBs.
- 10.2 It is the policy of Travis County that HUBs shall have the maximum opportunity to participate in the performance of county contracts and subcontracts. Contractors shall make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out the County HUB Procurement Program shall constitute a breach of contract, and after notification of such breach by the Purchasing Agent, may result in termination of this contract.
- 10.3 For purposes of HUB participation, Travis County shall count the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.
- 10.4 The following section identifies the specific procedures to be followed with respect to this solicitation for proposals in compliance with the HUB Procurement Program.
- 10.5 **SECTION 1 - HUB PURCHASES**
- 10.5.1 To be eligible under this program, HUB Proposers and subcontractors must:
- 10.5.1.1 Be certified as HUB, M/WBE or DBE source by:
- (A) City of Austin Municipal Government,
 - (B) Texas Unified Certification Program, or
 - (C) State of Texas
- 10.5.1.2 Those who have an interest with conducting business with Travis County must register on line with the County's third-party vendor database system, BidSync at www.co.travis.tx.us/purchasing.
- 10.5.1.3 Identify the certifying agency and Item/Service for which is certified.
- 10.5.1.4 Obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.
- 10.5.1.5 Complete the HUB Declaration form in this RFS package.

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ORIGINAL

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION

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

<input type="checkbox"/> COMMODITIES	Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall WBE Goal: 6.2%
<input type="checkbox"/> CONSTRUCTION	Overall MBE Goal: 13.7%	Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	Overall WBE Goal: 13.8%
<input checked="" type="checkbox"/> SERVICES	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	Overall WBE Goal: 15.0%
<input type="checkbox"/> PROFESSIONAL SERVICES	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

SECTION 1 BIDDER AND SOLICITATION INFORMATION

Bidder Company Name: _____ State of Texas VID#: _____

Address: _____ City: _____ State: _____ Zip Code: _____

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

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

Is your company a certified HUB?
 Yes No

Indicate Gender & Ethnicity:
 State of Texas (HUB) City of Austin (M/WBE) Texas Unified Certification Program (TUCP) (DBE)

Definitions:

~~Minority and Woman-Owned Business (M/WBE) subcontracts awarded to certified HUBs shall be subject to the same terms and conditions as those awarded to other vendors.~~

receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

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

SECTION 2 SUBCONTRACTING INTENTIONS

Percentage to be subcontracted to Certified HUBs:

Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
--------------------	-----------------------	--------------------	-----------------------

Check the box that applies to the Bidder:

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

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

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SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS			
(Duplicate as req)			
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.			
<i>Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and v certificate. Sub-goals are included to assist you in diversifying your subcontractors.</i>			
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS(Duplicate as needed)
Bid 1208-005-ML
Page 734400001194 Drug and Alcohol Testing Services
Travis County exercises the right to verify subcontractors listed on this project.**ORIGINAL**

Sub Company Name:		State of Texas VID#:	
Address:		City:	
Contact:		Phone No.:	
Subcontract Amount:		Percentage:	
Sub Company Name:		State of Texas VID#:	
Address:		City:	
Contact:		Phone No.:	
Subcontract Amount:		Percentage:	
Sub Company Name:		State of Texas VID#:	
Address:		City:	
Contact:		Phone No.:	
Subcontract Amount:		Percentage:	
Sub Company Name:		State of Texas VID#:	
Address:		City:	
Contact:		Phone No.:	
Subcontract Amount:		Percentage:	
Sub Company Name:		State of Texas VID#:	
Address:		City:	
Contact:		Phone No.:	
Subcontract Amount:		Percentage:	
Sub Company Name:		State of Texas VID#:	
Address:		City:	
Contact:		Phone No.:	
Subcontract Amount:		Percentage:	
Sub Company Name:		State of Texas VID#:	
Address:		City:	
Contact:		Phone No.:	
Subcontract Amount:		Percentage:	
Certifying Agency (Check all applicable):		<input type="checkbox"/> State of Texas (HUB) <input type="checkbox"/> City of Austin (M/WBE) <input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	

SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST

If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.

- | | |
|--|--|
| <input type="checkbox"/> All subs to be utilized are "Non-HUBs." | <input type="checkbox"/> HUBs solicited did not respond. |
| <input type="checkbox"/> HUBs solicited were not competitive. | <input type="checkbox"/> HUBs were unavailable for the following trade(s): |

SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST

The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.

- Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
- Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation?
(The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)
- If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued?
If yes, provide a copy of the rejection letter.
- Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.
- Bidder has (0) zero HUB participation. Provide an explanation

SECTION 7 RESOURCES

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES		
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

SECTION 8 AFFIRMATION

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

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

- The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.
- The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us.
- Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.

Name and Title:	Date:
E-mail Address:	Signature:
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title:	E-mail Address:
Phone No.:	Fax No.:

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

ATTACHMENT 3
INSURANCE REQUIREMENTS

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** 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 Contractor's 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 Purchasing Agent immediately upon execution of this contract, but no more than ten (10) days from the date of execution of this contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent no later than ten (10) working days of execution of the contract by all parties. 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 makes 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 are 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.D, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** 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 Contractor's 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
- \$250,000 bodily injury each accident
 - \$250,000 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:

- a. Waiver of Subrogation (Form 420304)
- b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
- \$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. Products and Completed Operations
 - c. Independent Contractor Coverage

3. The Policy shall also include the following endorsements in favor of Travis County:
- 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)

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 \$1,000,000* 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 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 client while the client is in the care of the Contractor or Subcontractor and to cover negligent acts, 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.

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.

PART I, SECTION C - ADDITIONAL INFORMATION

- 1.0 **PROPOSAL DISCLOSURE:** Proposals will be opened in a manner so as to avoid disclosure of the contents to competing Offerors. They will be kept secret during the evaluation process; however, all proposals will be open for public inspection after award except for information that qualifies as trade secrets or other confidential information under the Texas Public Information Act, if such information is identified by the Offeror in its proposal.
- 2.0 **EVALUATION FACTORS:** Points will be assigned based on information submitted by Proposers. In reviewing responses to this RFS, Travis County will consider the following evaluation factors (listed in order of their respective importance) and their corresponding weights, as well as any other information that comes to the County's attention that the County deems relevant.
1. **Demonstrated Expertise of Personnel: 35%**
Demonstrated training, expertise and experience of key personnel to provide the services proposed.
 2. **Demonstrated Experience of the Firm: 25%**
Demonstrated experience of the firm in providing drug and alcohol testing services. This includes a description of the Proposer's ability to meet all requirements of the RFS.
 3. **Fee Proposal: 20%**
Proposer shall provide a fee schedule giving a fixed rate for Basic Services and listing of hourly rates for any additional services.
 4. **Proposed Approach to Providing Services: 20%**
Proposer must have adequate current full-time staff, both registered professionals in an applicable field and technical and administrative support staff, to competently and efficiently perform the work. Travis County will consider the following evaluation factors which are listed in order of importance:
- 3.0 **EVALUATION PROCESS:** An evaluation committee supervised by the Purchasing Agent and comprised of County staff with expertise in drug and alcohol testing will review and evaluate the submission as follows. Written submissions will be evaluated using the Evaluation Criteria listed. The scores received will be used to identify a "short list" of the respondents. Those selected may be asked to make oral presentations to the evaluation committee and /or the Commissioners Court.
- Plus any other information that comes to the County's attention that County deems relevant.
- 4.0 **METHOD OF AWARD:** The award of a contract shall be based on the demonstrated competence, experience and qualifications of the offeror(s) whose offer is determined to be the best-value, resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors as listed above. Travis County reserves the right to make award to more than one Offeror.

ORIGINAL**PART I. SECTION D - NEGOTIATIONS****1.0 NEGOTIATIONS:**

- 1.1 If such negotiations are deemed necessary, the Purchasing Agent shall supervise the same.
- 1.2 Travis County reserves the right to negotiate the price and any other terms with the Offeror.
- 1.3 Offerors may be required to submit additional data during the process of any negotiations.

2.0 DEVIATIONS:

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

3.0 RESERVATION OF RIGHTS:

- 3.1 County expressly reserves the right to:
 - 3.1.1 waive any defect, irregularity or informality in any proposal;
 - 3.1.2 waive any noncompliance with the requirements of this RFS
 - 3.1.3 reject or cancel any proposal or parts of any proposal;
 - 3.1.4 accept proposals from one or more offerors; or
 - 3.1.5 procure the services in whole or in part by other means.

4.0 PROTESTS:

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

NOTE: THE FOLLOWING SCOPE OF SERVICES, ALONG WITH THE OFFEROR’S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME PART OF THE CONTRACT.

PART II

SCOPE OF SERVICES

SECTION A- TECHNICAL REQUIREMENTS-ALCOHOL TESTING

(NOTE: This Scope of Services will become Attachment A to the Professional Services Agreement at the time of Contract Award)

CONTRACTOR MUST:

- 1.1 Provide trained breath alcohol technician(s) (BAT) to conduct evidential breath testing (EBT), including random selection for EBT, in compliance with Department of Transportation (DOT) regulations and 49 CFR, Parts 40 and 382, as amended.
- 1.2 Use EBT devices which are listed on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List (CPL) and meet the requirements for confirmation testing.
- 1.3 Provide in-clinic facilities that afford visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results and ensure that individuals tested at the specified Travis County on-site locations listed in Part II, Section B, Paragraph 2.17 are afforded similar privacy.
- 1.4 Provide all necessary equipment, personnel, and materials for EBT at the Contractor’s location where testing is conducted and at the specified Travis County on-site testing locations.

PART II - SECTION B - TECHNICAL REQUIREMENTS - DRUG TESTING

- 1.0 **REQUIRED STANDARD OF WORKMANSHIP** Unless otherwise specifically provided for in this contract, the quality of all services rendered under it must conform to the highest standards in the relevant profession, trade or field of endeavor. All services must be rendered or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law or regulation. The regulations under which this testing is to be performed are provided (taken from the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Drug Testing Program," and the Department of Transportation (DOT) "Mandatory Guidelines for Commercial Driver's License (CDL)", as published and updated in the Federal Register. In this document these rules are referred to as "DHHS Guidelines" and "DOT Guidelines."
- 2.0 **TECHNICAL DEFINITIONS** For purposes of these Technical Requirements the following definitions are adopted:
- 2.1 ALIQUOT - A portion of a specimen used for testing.
- 2.2 BATCH - A group consisting of samples, calibrators, controls, and blind quality control specimens that is run in the same time frame under the identical assay conditions, including the technician, reagents, and instruments.
- 2.3 BZE - Benzoylcegonine is a metabolite of cocaine that is identified and quantified in the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation test for cocaine metabolites.
- 2.4 CALIBRATORS - A certified negative human urine containing known quantities of drug and drug metabolites used to calibrate the relevant laboratory instruments.
- 2.5 CHAIN-OF-CUSTODY FORM - An approved DHHS or DOT external chain-of-custody document that tracks the handling and storage of each forensic urine specimen from time of collection to final disposition and includes entries documenting date, printed name that is clear and legible, original signature of person, purpose for handling or transfer of specimens or aliquots for every person into whose custody the specimen is transferred.
- 2.6 CONFIRMATORY TEST - A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time GC/MS or LC/MS are the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)
- 2.7 CONTROLS - Known amounts of drug or drug metabolites spiked into a certified human negative urine which are used to validate calibration of an instrument, precision and accuracy of the procedure, and the performance of the technician.
- 2.8 THCA - Delta-9-Tetrahydrocannabinol-9Carboxylic Acid is a metabolite of delta-9-tetrahydrocannabinol (the major psychoactive compound of marijuana) that is identified and quantified in the GC/MS confirmation test for marijuana metabolites.

- 2.9 INITIAL TEST - An immunoassay screening test to eliminate "negative" urine specimens from further testing and identifies "presumptive" positive specimens for further testing and may use the Enzyme Multiple Immuno Technique.
- 2.10 LIMIT OF DETECTION - Three (3) standard deviations more than the mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.11 LIMIT OF QUANTITATION - The mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.12 MRO - A medical review officer who is a licensed physician responsible for receiving laboratory results generated by the Travis County drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive test result with the medical history and any other relevant biomedical information of the person who provided the specimen.
- 2.13 NON-DOT TESTING - Special drug and alcohol screens for Travis County Sheriff's Office and Travis County Drug Diversion Court not required by, or conducted under, DHHS or DOT guidelines. Non-DOT testing includes Non-DOT pre-employment testing, Non-DOT Drug Diversion Court testing, Non-DOT Pretrial Services Testing and HHSD/CPS.
- 2.14 NON-DOT PRE-EMPLOYMENT TESTING - A test for 10 specified drugs and/or their metabolites. These tests will be administered before employment in certain safety-sensitive positions within the Travis County Sheriff's Office. The specific drugs to be tested for and their respective presumptive cut-off levels are listed in Section 6.0.
- 2.15 NON-DOT DRUG DIVERSION COURT TESTING - These tests are of two types, Type I and Type II, each for 5 specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as a condition of probation or deferred adjudication as ordered by the Travis County Drug Diversion Court. The specific drugs to be tested for and their respective presumptive cut-off levels for both Type I and Type II tests are listed in Section 6.0. (on fee schedule items 7 & 8).
- 2.16 NON-DOT PRETRIAL SERVICES TESTING - These tests are of two types, Type I and Type II, each for five (5) specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as condition of pretrial releases ordered by the Travis County Pretrial Services department. The specific drugs to be tested for and their respective presumptive cut-off levels for both Type I and Type II tests are listed in section 6.0 (on fee schedule items 12 & 13)
- 2.17 SECRETARY - The Secretary of Health and Human Services or the Secretary of Transportation in regards to issues which affect their respective drug testing programs. The Secretary may designate an individual from a recognized organization (to include a Contractor) to act on her/his behalf in the implementation of these DOT or DHHS Guidelines.
- 2.18 TRAVIS COUNTY ON-SITE TESTING LOCATIONS - Random drug and alcohol screening tests will be regularly conducted by the Contractor at the following Travis County locations:
- 2.18.1 TNR Satellite One Office - 9301 Johnny Morris Road, Austin, TX 78724

2.18.2 TNR Westside Service Center - 1405 FM 620 North, Austin, TX 78732

2.18.3 TNR Satellite Four Office - 5412 Lockhart Highway, Austin, TX 78744

2.18.4 Travis County Jail - 1000 San Antonio Street, Austin, TX 78701

2.18.5 Travis County Correctional Complex - 3614 Bill Price Road, Del Valle, TX 78617

3.0 **SCOPE OF WORK:**

- 3.1 The Contractor must provide all labor, facilities, equipment and material to perform the initial test for the detection of marijuana metabolites and cocaine metabolites on all urine specimens submitted, and additionally perform the initial test for opiates, phencyclidine and amphetamines on individually requested specimens.
- 3.2 The Contractor must provide all labor, facilities, equipment and material to perform GC/MS confirmation tests on all specimens that are screened positive by the initial test.
- 3.3 The Contractor must provide a method for identifying interfering substances which prevent the initial test, such as contaminants, adulterants, or other masking agents; and provide any special testing necessary to support the laboratory's results.
- 3.4 The Contractor must conduct additional GC/MS testing to identify 6 methamphetamine and Dextros and Levo when consistent with DHHS and/or DOT guidelines.
- 3.5 All laboratory analysis will be provided in accordance with all DOT regulations and the DHHS procedures and 49CFR, Parts 40 and 382.
- 3.6 Urinalysis will be conducted with an initial test to eliminate negative urine specimens from further analysis.
- 3.7 Positive initial test results will be confirmed by conducting GC/MS method of analysis.
- 3.8 The initial test and positive confirmatory test will be done by the same laboratory. Where a Travis County employee requests additional testing following a positive confirmatory test, such testing on another aliquot will be conducted by a different laboratory, certified by the DHHS, and as directed by the MRO.
- 3.9 Remaining aliquots must be retained in frozen storage for 60 days after the date on which the laboratory acquires it.
- 3.10 The Contractor must provide an MRO.
- 3.11 Contractor will provide a scientific method for random selection of County commercial drivers for drug and alcohol testing. Data for input into the random selection data base will be provided by the County. Random lists must be generated and distributed to the County at least monthly or on a more frequent basis as requested.

- 3.12 Contractor must provide to the County copies of records, and databases developed and maintained by the Contractor as part of the activities under the contract and must deliver them to the County quarterly or upon request. The records and databases must be provided both in paper form and in Excel electronic format.
- 3.13 Contractor and subcontractors must accommodate the identification procedures required by the various county departments utilizing the Contractor services to verify identity of the person that gives the specimen.
- 3.14 The Contractor is required to maintain and use a system of safeguarding County records which identify County personnel and any other information received in the performance of this contract, to ensure the highest level of privacy for County employees. Contractor shall provide all services required in a manner that would comply with the Privacy Act, 5 U.S.C. 552a and Section 503 of Public Law 100-71, if Contractor were an entity bound to comply with these laws.

The Contractor and its employees shall not hold any discussion or release any information or data pertaining to the Travis County Alcohol and Drug Testing Program without the prior written approval of the Coordinator. This restriction applies to all releases of information to the public, industry, or government organizations.

- 3.15 The principal and other key personnel responsible for the project and named in the Contractor's proposal may not be removed from the program or have their time substantially decreased without prior approval of the County. Replacement personnel must have equivalent qualifications to the persons named and are subject to approval by the County.
- 3.16 Contractor must, upon request, pick up urine specimens collected by the Travis County Sheriff's Office within two hours of a request at 1000 San Antonio Street, Austin, Texas 78701.
- 3.17 **THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT AND THE JUVENILE DRUG COURT** will require Confirmation Test only. Initial screens are provided by the Departments personnel. Chain of custody procedures and forms must be provided to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT. THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT personnel will adhere to the Chain of Custody Procedures and deliver specimen to the Contractor for confirmation testing.

Contractor shall report results to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT within 72 hours of delivery, by fax which must be followed with notification via regular mail containing the MRO's certification of the results and a certified copy of the chain of custody form.

The Family Drug Treatment Court will occasionally require a Confirmation Test only.

- 3.18 CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each Client served by CONTRACTOR, the type of Service provided by CONTRACTOR, the total tests provided by CONTRACTOR, the hourly fee assessed for each Service provided by CONTRACTOR (expert witness), the name of the Provider and the total amount of payment requested for each Client. **Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR's representative. A list of County Departments which invoices should be sent can be found in Part II, Section D, Attachment D.**

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4.0 **PROCEDURE MANUAL**

4.1 The laboratory must have a procedure manual which includes the principles of each test; preparation of reagents, calibrators and controls; methods used to determine limit of detection, limit of quantization, and linearity; calibration procedures; derivation of results; linearity of methods; cutoff values, mechanisms for reporting results; controls; criteria for unacceptable specimens and results; remedial actions to be taken when the test systems are outside of acceptable limits; reagents and their expiration dates; and references. Copies of all procedures and dates on which they are in effect must be maintained as part of the manual.

4.2 Laboratory calibrators and controls must be prepared with pure drug reference standards, whenever possible from two different sources, or from at least two different lot numbers. The labels on these reagents must contain the following information: preparer; content; concentration; date when received, opened, prepared; content and concentration; and expiration date. The analytical data used to certify calibrators, controls, and human negative urine must be available for inspection.

4.3 Instruments and equipment:

4.3.1 Volumetric pipettes and measuring devices must be calibrated and certified for accuracy or be checked by gravimetric, colorimetric, or other verification procedure. Automatic pipettes and dilutors must be checked for accuracy and reproducibility before being placed in service and checked periodically after that.

4.3.2 There must be written procedures for certification of new instruments, procedures for instrument set-up and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks, and instructions for major trouble shooting and repair. Contractor must maintain records on preventive maintenance and make these records available upon request.

4.4 There must be written procedures for the actions, remedial and otherwise, to be taken when systems are out of acceptable limits, or discrepancies or errors are detected. There must be documentation in the form of Memorandum for the Record that these procedures are followed and that all necessary corrective actions are taken.

4.5 The laboratory must have at least one qualified, experienced, and established forensic toxicologist to provide expert testimony in Travis County legal, administrative or disciplinary proceedings involving urinalysis cases.

5.0 **SPECIFIC TESTING** Specimens submitted must be initially tested for THC, BZE, opiates, phencyclidine and amphetamines. When conducting either initial or confirmatory tests, every batch must contain an appropriate number of standards for calibrating the instrumentation and a minimum of 10 percent controls. Both internal blind quality control and external blind performance test samples must be true blind samples and not discernible to laboratory analysts.

6.0 INITIAL DRUG TEST PROCEDURES

- 6.1 For the DOT program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the DOT program must be screened for the following 5 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Cannabinoids (THC)	50 ng/ml
Benzodiazepines (BZE)	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	1,000 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.2 For the Non-DOT pre-employment testing program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT pre-employment testing program must be screened for the following 10 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids	20 ng/ml
Propoxyphene	300 ng/ml
Methadone	300 ng/ml
Ethanol	10 ng/dl

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.3 For the Non-DOT Drug Diversion Court (SHORT Program) Direct Observation testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated

in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type I testing program must be screened for the following 4 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.4 For the Non-DOT Drug Diversion Court (SHORT program) and the Juvenile Probation Department, Direct Observation testing - Type II program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type II testing program must be screened for the following 8 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.5 For the Non-DOT Juvenile and other miscellaneous Travis County Offices, Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

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Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

6.6 For the Non-Dot Pretrial Services Unobserved testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type I testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

6.7 For the Non-Dot Pretrial Services Unobserved testing - Type II program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type II testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

6.8 For the Non-DOT Countywide Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and

subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

7.0 **CONFIRMATORY TEST PROCEDURES**

- 7.1 All confirmation testing must be performed using GC/MS, applying the procedures for each drug and/or metabolite(s) outlined in this section. All confirmation testing must be by quantitative analysis. Concentrations that exceed the linear region of the standard curve value may be diluted. If diluted, the dilution factor must be considered when calculating the actual drug content of the specimen. If the specimen is not diluted, the concentration of the specimen will be the actual determined value of the specimen. Limit of detection should be determined for each GC/MS instrument. The limit of quantization should be determined for each GC/MS instrument.
- 7.2 The Cannabinoids (THC) confirmation test must meet the additional following parameters:
- 7.2.1 The target compound is THC,
- 7.2.2 A deuterated analog of THC with a certified purity confirmed by the laboratory is the internal standard, and
- 7.2.3 A positive report based on a forensically accepted GC/MS technique which indicates the presence of THC in a concentration greater than or equal to 15 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and one positive.
- 7.3 The Benzodiazepines (BZE) confirmation test employed must meet the following additional parameters:
- 7.3.1 The target compound is BZE,
- 7.3.2 A deuterated BZE analog with certified purity confirmed by the laboratory is the internal standard, and
- 7.3.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of BZE in a concentration greater than or equal to 150 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and the other positive.
- 7.4 The amphetamines confirmation test employed must meet the following additional parameters:

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- 7.4.1 The target compounds for amphetamines are amphetamine, methamphetamine, or both,
- 7.4.2 A deuterated amphetamine and deuterated methamphetamine with certified purity confirmed by the laboratory is the internal standard, and
- 7.4.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of amphetamine and/or methamphetamine at a concentration greater than, or equal to, 500 ng/ml. Any methamphetamine positive must also indicate the presence of amphetamine greater than, or equal to, 200 ng/ml. Any methamphetamine positive sample must also be tested to identify and quantitative the D & L isomer. The run must include two blind quality control specimens, one negative and the other positive.
- 7.5 The opiates confirmation test employed must meet the following additional parameters:
- 7.5.1 The target compound for opiates are morphine and codeine,
- 7.5.2 A deuterated morphine and deuterated codeine with certified purity confirmed by the laboratory is the internal standard, and
- 7.5.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of morphine and/or codeine at a concentration of 300 ng/ml or greater. Any morphine positive with a concentration equal to or greater than 4,000 ng/ml must also be tested to determine the presence of 6-Monoacetylmorphine at a concentration of 10 ng/ml or greater. The run must include two blind quality control specimens, one negative and the other positive.
- 7.6 The phencyclidine (PCP) confirmation test employed must meet the following additional parameters:
- 7.6.1 The target compound is PCP (Parent Drug),
- 7.6.2 A deuterated phencyclidine analog with certified purity confirmed by the laboratory is the internal standard, and
- 7.6.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of phencyclidine in a concentration equal to or greater than 25 ng/ml. The run must include two blind quality control specimens, one negative and the other positive.
- 7.7 Barbiturates confirmation test employed
- 7.8 Cocaine confirmation test employed
- 7.9 Propoxyphene confirmation test employed

Testing procedures for the DOT drug testing programs must follow the requirements specified in Part II, Section B, Paragraph 1.0. If variation exists between these requirements and the DOT

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Final Regulations as published in the Federal Register, the guidance specified in DOT's Final Regulations governs.

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8.0 **CERTIFICATION OF LABORATORIES ENGAGED IN URINE DRUG TESTING FOR FEDERAL AGENCIES** The Contractor must be certified and maintain certification in accordance with the applicable DHHS and DOT Guidelines in the Federal Register.

9.0 **DAY-TO-DAY MANAGEMENT**

- 9.1 The laboratory must have a qualified individual to assume professional, organizational, educational, and administrative responsibility for the laboratory's urine drug testing facility who is named in the proposal.
- 9.2 This individual must be engaged in and responsible for the day-to-day management of the drug testing laboratory even where another individual has overall responsibility for an entire multi-specialty laboratory.
- 9.3 This individual must ensure that there are enough personnel with adequate training and experience to supervise and conduct the work of the drug testing laboratory. He or she must ensure the continued competency of laboratory personnel by documenting their in-service training, reviewing their work performance, and verifying their skills.
- 9.4 This individual must ensure that the laboratory has a procedure manual which is complete, up-to-date, available for personnel performing tests, and followed by those personnel. The procedure manual must be reviewed, signed, and dated by this responsible individual whenever procedures are first placed into use or changed or when a new individual assumes responsibility for management of the drug testing laboratory. Copies of all procedures and dates on which they are in effect must be maintained.
- 9.5 This individual must maintain a quality assurance program to assure the proper performance and reporting of all test results; maintain acceptable analytical performance for all controls and standards; maintain quality control testing; and assure and document the validity, reliability, accuracy, precision, and performance characteristics of each test and test system.
- 9.6 This individual must take all remedial actions necessary to maintain satisfactory operation and performance of the laboratory in response to quality control systems not being within performance specifications, errors in result reporting or in analysis of performance testing results. This individual must ensure that sample results are not reported until all corrective actions have been taken and he or she can assure that the test results provided are accurate and reliable.
- 9.7 To obtain specimens under the Type I or Type II Programs for the Non-DOT Drug Diversion Court testing the contractor is responsible for the integrity of the collection of the urine specimens. The contractor must ensure that any environmental factors and/or any attempts on the part of the person being tested to manipulate the test results do not contaminate the specimens. If lab staff is used to observe individuals giving urine specimens, they must have the necessary training and skills to ensure the integrity of the urine tests. At a minimum, the following procedures must be used for the collection of urine and the reporting of testing results:

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9.7.1 For storage of urinalysis supplies, the contractor shall:

9.7.1.1 store all urinalysis supplies in a secure area with access limited to employees involved in the collection process; and

9.7.1.2 prevent client access to the secure storage areas.

9.7.2 For observation of urine specimens, the contractor shall:

9.7.2.1 secure the collection area;

9.7.2.2 provide gender appropriate staff who shall be present in the lavatory to observe individuals giving the urine specimens; and

9.7.2.3 ensure that the staff observing individuals giving urine specimens have adequate training to safeguard the collection process from fraudulent attempts to alter the urine specimens and/or environmental factors that would affect the validity of the test results.

10.0 **TEST VALIDATION** The laboratory's urine drug testing facility must have a designated certifying scientist who reviews all pertinent data and quality control results to attest to the validity of the laboratory's test reports. A laboratory may designate more than one person as a certifying scientist. The certifying scientist(s) may be any employee who is qualified to be responsible for day-to-day management or operation of the drug testing laboratory.

11.0 **DAY-TO-DAY OPERATIONS AND SUPERVISION OF ANALYSTS** The laboratory's urine drug testing facility must have an individual to be responsible for day-to-day operations and to supervise the technical analysts. This individual must have at least a bachelor's degree in the chemical or biological sciences or medical technology or equivalent. This individual must have training and experience in the theory and practice of all methods and procedures used in the laboratory, a thorough understanding of quality control practices and procedures; a thorough understanding of the review, interpretation, and reporting of test results; knowledge of chain-of-custody procedures; and experience providing prompt remedial actions to be taken in response to test results out of acceptable range or detecting aberrant test or quality control results.

12.0 **OTHER PERSONNEL** Other technicians or non technical staff must have the necessary training and skills for the tasks assigned.

13.0 **WITNESSES**

13.1 Contractor personnel may be required to appear personally at administrative hearings to explain their laboratory procedures. The Contractor must have at least one person available in each of the following categories on a full-time basis to testify at administrative hearings:

13.1.1 **Category A:** An expert in forensic toxicology drug testing issues who is capable of discussing Contractor's laboratory procedures and who has the following minimum qualifications:

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- 13.1.1.1 Certification as a laboratory director by the State in forensic or clinical laboratory toxicology; or
- 13.1.1.2 A Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, pharmacology, or toxicology,
- 13.1.1.3 Training and experience comparable to a Ph.D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry, and pharmacology or toxicology,
- 13.1.1.4 Appropriate experience in analytical forensic toxicology including experience with the analysis of biological material for drugs of abuse, and
- 13.1.1.5 Appropriate training and/or experience in forensic applications of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology of drugs of abuse, or other factors which qualify the individual as an expert witness in forensic toxicology.

13.1.2 Category B: A person fully knowledgeable on the procedural aspects of urine drug testing at the Contractor's laboratory.

13.1.3 Category C: A processing technician who is a qualified and trained laboratory technician that handles testing of Travis County specimens on a day-to-day basis.

14.0 **TRAINING** The laboratory must have a manual and maintain records reflecting the training and certification of personnel, describing the procedures for initial and annual certifications. Procedures must also be in place which describe the decertification process and any remedial training required for recertification.

15.0 **FILES** Laboratory personnel files must include resume of training and experience; certification or license, if any; references; job descriptions, records of performance evaluation and advancement; incident reports; and results of tests which establish employee competency for the position he or she holds, such as test for color blindness, if appropriate.

16.0 **QUALITY ASSURANCE AND QUALITY CONTROL**

16.1 GENERAL:

Any drug testing laboratories used by the Contractor under this contract must have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, accessioning, aliquoting, chain-of-custody, security and reporting of results, initial and confirmatory testing, and validation of analytical procedures. Quality assurance procedures must be designed, implemented, and reviewed to monitor the conduct of each step of the process of testing for drugs.

16.2 LABORATORY QUALITY CONTROL REQUIREMENTS FOR INITIAL TESTS:

16.2.1 Each analytical run of specimens to be screened must include:

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- 16.2.1.1 Urine specimens certified to contain no drug,
- 16.2.1.2 Urine specimens fortified with known standards, and
- 16.2.1.3 Positive controls with the drug or metabolite at or near the presumptive positive level.

16.2.2 In addition, with each batch of samples a sufficient number of standards must be included to ensure and document the linearity of the assay method over time in the concentration area of the cutoff. After acceptable values are obtained for the known standards, those values will be used to calculate sample data. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must be documented. A minimum of 10 percent of all test samples must be quality control specimens. Laboratory blind quality control samples, prepared from spiked urine specimens of determined concentration must be included in each run and should appear as normal samples to laboratory analysts. One percent of each run, with the minimum of at least one sample, must be the laboratory's own blind quality control samples.

16.3 CONFIRMATION TEST:

A run for the GC/MS will contain no more than 25 specimens and controls. The run must contain a minimum of four urine quality control specimens: one certified standard at the cutoff concentration, one certified sample at 40% of cut-off, one certified negative urine specimen, and one certified positive urine specimen at or near the cutoff. Two of the four quality control samples must be blind. The linearity and precision of the method must be periodically documented. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must also be documented. The calibrators must quantitative within 10% of the target value when the calibrators are certified, as required by DHHS and DOT guidelines. The concentration of all quality control specimens must assay within + or - 20% of their certified value. For only the Electron Impace GC/MS methods, the retention time of the drug must be within 2% of the extracted sample at the cutoff concentration and the ion ratios must be within + or - 20% of the extracted sample at the cutoff. The calculated concentration of the negative quality control specimens must not exceed the established limit of detection of the instrument for the drug being tested. All quality control samples must be within the acceptable range and meet all chromatographic criteria with all ion ratios within + or - 20% before reporting any sample results in that run. The chromatography of an internal standard from the negative specimen must meet the retention time and ion ratio requirements.

17.0 SPECIMEN HANDLING AND RECEIVING REQUIREMENTS

- 17.1 The Contractor must utilize an appropriate system to ship the specimens, if required. If not shipped via the U.S. Postal Service, then the Contractor must ensure that there is sufficient security to ensure the physical security and integrity of the specimen, the chain-of-custody, and shipping container.
- 17.2 The Contractor must provide specimen kits containing a kit box, urine specimen container, specimen bottle seal, protective seal, label, sealable plastic bag to hold the container, and foam insert. The urine containers must hold 100 ml., be made of inert materials that will not absorb or

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adsorb drugs, or drug metabolites, and meet DHHS and DOT standards. The cap liner must be made of inert material that will not absorb or adsorb drugs or drug metabolites from the specimen. The containers' temperature strip must be inside (unless prohibited by DHHS or DOT regulation) and be occluded. The occlusion must show tampering and allow for ready viewing by authorized personnel. The shipping containers must at least meet U.S. Postal Service standards and be pre-addressed and prepaid for shipment to the Contractor's laboratory. The Contractor must ship with the specimen kits at least one chain-of-custody forms for each specimen kit.

- 17.3 Upon receipt of specimens, the Contractor must record the condition of the shipping container, including information about damage in shipment, evidence of suspected specimen tampering, or other unusual conditions. The Contractor must compare information on specimen bottles to the information on the accompanying chain-of-custody forms. Records must be kept of the individuals that perform these checks. A Discrepancy Report must be generated, in accordance with Part II, Section B, Paragraph 21.3, and must be used to record discrepancies and provided to the office that collected the specimen.

18.0 **SECURITY OF LABORATORY AND SPECIMENS**

- 18.1 The identity and integrity of the urine specimens must be maintained within the laboratory. All specimens must be maintained in a secure area with limited and controlled access throughout all phases of processing and storage from receipt to final disposal.
- 18.2 Drug testing laboratories must be secure at all times. They must have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored. Access to these secured areas must be limited to specifically authorized individuals whose authorization is documented. With the exception of personnel authorized to conduct inspections on behalf of Federal agencies for which the laboratory is engaged in urine testing or on behalf of the Secretary, any person not employed by the Contractor must be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained and kept available for audit.
- 18.3 Laboratories must use chain-of-custody procedures to maintain control and accountability of specimens from receipt through the following processes:
- 18.3.1 completion of testing,
 - 18.3.2 reporting results,
 - 18.3.3 during storage, and
 - 18.3.4 final disposition.
- 18.4 The date and purpose must be documented on a chain-of-custody form each time a specimen is handled or transferred, and every individual in the chain must be identified. Accordingly, authorized technicians must be responsible for each urine specimen or aliquot in their possession and must sign and complete chain-of-custody forms for these specimens or aliquots as they are received.

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- 19.1 Specimens that do not receive an initial test within 7 days of arrival at the laboratory must be placed in secure refrigeration units. Temperatures must not exceed 6 degrees centigrade. An emergency power generator must be available in case of prolonged power failure to maintain the stability and integrity of specimens.
- 19.2 All positive specimens must be placed in a limited access long-term, frozen storage area for a minimum of one year, and temperature must be maintained at -20 degrees centigrade. Within this one year period Travis County may request the laboratory to retain the specimen for an additional period of time; but, if no such request is received the Contractor must provide a list of those specimens and request permission of the Alcohol and Drug Testing Program Coordinator (the "Coordinator") to destroy the specimens. The Coordinator shall approve destruction if there is no pending litigation. If there is a legal challenge, the Contractor is required to maintain the specimens for an indefinite period.

20.0 DRUG TEST RESULTS REPORTING REQUIREMENTS

- 20.1 The report must identify the drugs/metabolites tested for, whether positive or negative, and the presumptive positive level for each, the base specimen number assigned; the Contractor's laboratory number, and the test subject's Social Security number. The report must include a certified copy of the original chain-of-custody and must be signed by the certifying scientist. The results (positive and negative) for all specimens submitted on the same chain-of-custody form must be reported back to the MRO at the same time.
- 20.2 The laboratory must report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive for a specific drug or class of drug are reported positive for that specific drug.
- 20.3 The MRO may request quantization of test results from the laboratory, and the laboratory must provide quantization of test results.
- 20.4 Results must be transmitted in a secured manner so as to ensure confidentiality of the information. If the County approves a manner as one that is sufficiently secure, the laboratory may transmit results to the MRO by various electronic means. Results cannot be provided by telephone under any circumstances. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.
- 20.5 The laboratory must send only to the MRO a certified copy of the original chain-of-custody form signed by the individual responsible for day-to-day management of the drug testing laboratory or the individual for attesting to the validity of the test results.
- 20.6 The Contractor shall report to Travis County, by fax, **Non-DOT** negative or positive results of initial tests within twenty-four (24) hours from the date of collection. Fax notification of negative and positive initial test results must be followed with notification via regular mail containing a certified copy of the chain-of-custody form.

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The Contractor shall provide to Travis County Pretrial Services a list of all Pretrial Services clients (individuals) who at the end of the business day did not appear at the collection facility to submit a sample as referred by the agency.

- 20.7 Contractor shall report to County **DOT** negative results of initial tests within 48 (forty-eight) hours from the date of collection if the collection is before 4:00 p.m. and 72 (seventy-two) hours if collection is after 4:00 p.m. by fax. Fax notification of negative initial test results must be followed with notification via regular mail containing the MRO’s certification of the negative results and a certified copy of the chain-of custody form.

Contractor shall report to County **DOT** confirmatory positive test results of initial tests within 72 (seventy-two) hours and 96 (ninety-six) hours from the date of collection by fax, depending on the employee’s response to the MRO. In some cases the reporting time may take longer due to circumstances which are governed by federal regulations. Fax notification of positive initial test results must be followed with notification via regular mail containing the MRO’s certification of the positive results and a certified copy of the chain-of custody form.

21.0 SUMMARY REPORTING REQUIREMENTS

- 21.1 In accordance with the appropriate DHHS and/or DOT Guidelines, the Contractor must send to Travis County Departments/Offices (listed on Attachment 5) a monthly summary report. Initial and confirmation data must be included from test results reported within that month. Normally this summary must be forwarded by registered mail not more than 14 calendar days after the end of the month covered by the summary. The summary report must contain the following information:

21.1.1 Initial test reports must include the following information:

- 21.1.1.1 Number of specimens received,
- 21.1.1.2 Number of specimens reported out, and
- 21.1.1.3 Number of specimens screened positive for: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines

21.1.2 Confirmatory testing reports must include the following information:

- 21.1.2.1 Number of specimens received for confirmation, and
- 21.1.2.2 Number of specimens confirmed positive for: marijuana metabolite, cocaine metabolite, morphine, codeine, phencyclidine, amphetamine, and methamphetamine.

- 21.2 On a monthly basis the Contractor must supply to the Travis County Coordinator, the following information on specimens completed since the last report:

- 21.2.1 Identification number,
- 21.2.2 Laboratory Accession Number,

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21.2.3 Date Specimen Received in Laboratory,

21.2.4 Drugs Screened For,

21.2.5 Confirmation Tests Conducted,

21.2.6 Final Report (Positive or Negative),

21.2.7 Date Report Sent to Travis County, and

21.2.8 Specimen Turnaround Time.

21.3 No later than the 10th working day after the end of the calendar month, the Contractor must submit a discrepancy report to Travis County Departments/Offices (listed on Attachment 5) with the following data:

21.3.1 Reporting Month;

21.3.2 For each submitting location sending specimens during the reporting month, the total number of specimens received; and

21.3.3 For each department submitting specimens during the reporting month, the total number of specimens discarded, broken down into the following categories:

BU - Box unsealed or no signature or date on box seal

NHHS - No DHHS chain-of-custody-form

DOT - No DOT chain-of-custody form

ISSN - Incomplete social security number

ISPN - Incomplete base specimen number

NCOC - No chain-of-custody form

QNS - Volume in bottle is less than 30 ml

LSSN - Social Security number on specimen label does not match the social security on the chain-of-custody form

LAX - Laboratory Accident

22.0 **REPORTING REQUIREMENTS FOR DHHS AND DOT DRUG TESTING PROGRAM**

Activity in support of the DHHS and DOT drug testing program must be accounted for and reported separately by Contractor to Travis County Departments/Offices (listed on Attachment 5).

23.0 **SUBSTANTIATION** The Contractor must make available copies of all drug testing analytical results, including all certification specimen results, open performance test results, all quality control sample results and all personnel training and certification records when requested by Travis County Coordinator.

24.0 **RECORD RETENTION** Unless otherwise instructed by the DHHS in writing, all records pertaining to a given urine specimen must be retained by the drug testing laboratory for a minimum of 2 years. Upon request from Travis County, the Contractor must provide any information or documents pertaining to the procedures used at its laboratory for performance of this contract. Examples of

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procedures include chain-of-custody, testing protocols, quality control, procedures manual and results reporting. The County reserves the right to require the Contractor to change a procedure if the procedure is not consistent with current DHHS or DOT Guidelines.

- 25.0 **GENERAL LITIGATION SUPPORT** Depositions and interrogatories of Contractor personnel must be provided by the Contractor in conjunction with testing performed under this contract when requested by Travis County. Travis County will endeavor, where feasible to limit these requests to written interrogatories. The Contractor must establish procedures to insure timely and appropriate responses to requests for litigation support packages, discovery requests, and other inquiries. Where testimony is required in support of drug testing results, the Contractor must provide witnesses as required. The witness must also provide expert testimony in support of information contained in the Litigation Support Package, when requested.

26.0 **URINALYSIS DRUG TESTING LITIGATION SUPPORT PACKAGE**

- 26.1 The Contractor must provide within ten (10) business days documentary evidence in the form of a litigation support package to be used by Travis County at an administrative proceeding in conjunction with testing performed under this contract.
- 26.2 The litigation support package must consist of the following:
- 26.2.1 Certification and authentication by the appropriate laboratory official having custody of the original documents that the documents contained in the litigation support package are true and accurate copies of the original documents maintained by the laboratory as part of its regularly conducted laboratory activities;
 - 26.2.2 Laboratory Report form;
 - 26.2.3 Explanatory Affidavit, to include interpretation of test results;
 - 26.2.4 All data from the initial test results including all standards and controls run with the batch;
 - 26.2.5 All data including chromatographs and quantization reports from the GC/MS analysis including the standards and controls run with the batch;
 - 26.2.6 Copies of all internal chain-of-custody documents; and
 - 26.2.7 Summary qualifications of all personnel who appear on the chain-of-custody documents.

27.0 **CONTRACTOR FURNISHED MATERIAL**

- 27.1 The Contractor must provide containers to transport all specimens from Travis County. Containers must provide leak proof transportation to the Contractor's laboratory.
- 27.2 The Contractor must provide all U.S. Postal Service approved packaging material for the transportation of urine specimens or, if other type of transportation is chosen, the appropriate packaging material must be provided by the Contractor. The shipping costs for First Class shipping of the specimens from the sites to the laboratory shall be prepaid by the Contractor.

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PART II, SECTION C. FEE SCHEDULE

DOT Testing UNOBSERVED

Cost per Test/Service

In Clinic:

- 1. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines) \$ 47.00
- 2. Breath alcohol test \$ 27.00

On Site:

- 3. Split sample urine drug screen (Cannabinoids, Benzodiazepines, Opiates, Phencyclidine, Amphetamines) \$ 52.00
- 4. Breath alcohol test \$ 52.00

NON-DOT Pre-Employment Testing

- 5. (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone and Ethanol) \$ 32.00
- 6. Provider Travels to County to perform testing (fee per visit) \$ 52.00

NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program

- 7. **TYPE I** - (Amphetamines, Cannabinoids Cocaine, Opiates) \$ 26.00
- 8. **TYPE II** - (Amphetamines, Methadone (Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene) \$ 30.00

NON-DOT Countywide UN-OBSERVED

- 9. Drugs plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone plus Ethanol) \$ 32.00
- 10. Expedited Results (4 Hours) \$ See Addendum
- 11. Expedited Results (within 24 hours) \$ See Addendum

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NON-DOT UNOBSERVED

12. **TYPE I**– Amphetamines, Cannabinoids, Cocaine, Opiates and Ethanol \$ 26.00

13. **TYPE II** -(Barbiturates, Benzodiazepines, Cannabinoids, Opiates, Ethanol) \$ 26.00

HHSD/Child Protective Services Testing OBSERVED

14. (Amphetamines, Cocaines, Opiates, Cannabinoids, Benzodiazepines, Barbiturates, Phencyclidine, Phropoxyphene, 2nd (GL/MS) and another LAB and MRO, Ethanol) \$ 32.00

MISCELLANEOUS TESTING

15. Eye Scanning (PassPoint or equal) \$ See Addendum

16. Hair Testing \$ See Addendum

17. Oral Fluid Testing \$ 47.00

18. Nail Testing \$ See Addendum

19. Drug Patch \$ See Addendum

20. ETG/ETS Testing \$ 52.00

21. K2/Spice Testing \$ 66.00

22. Bath Salt Testing \$ 81.00

23. Ambien Testing \$ 189 (unless combined with other standard County testing then \$69.00)

CONFIRMATION TESTING

21. Amphetamine Confirmation Test (GC/MS) \$ 30.50

22. Barbiturate Confirmation Test (GC/MS) \$ 30.50

23. Benzodiazepines (BZE) Confirmation Test (GC/MS) \$ 30.50

24. Cocaine Confirmation Test (GC/MS) \$ 30.50

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- 25. Opiate Confirmation Test (GC/MS) \$ 30.50
- 26. Phencyclidine Confirmation Test (GC/MS) \$ 30.50
- 27. Cannabinoids (THC) Confirmation Test (GC/MS) \$ 30.50
- 28 Phropoxyphene Confirmation Test (GC/MS) \$ 30.50
- 29. Ethanol (Alcohol) \$ 30.50
- 30. 2nd (GC/MS) & another LAB and MRO \$ 102.00

TRAVEL TO PERFORM ON-CALL TESTING

- 31. Between 6:00 p.m. and 7:00 a.m. Monday through Friday (non Holiday weekdays) or Holidays and weekends 24 hour emergency on-site response \$ 100.00 hourly

EXPERT WITNESS

- 32. Expert Witness (Hourly Rate) \$ 125.00

MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

- 33. SPANISH Speaking Interpreter on-site while Testing Center Open Per Hour Rate between the hours of 7:00 – 6:00 (for the Short Program/Drug Diversion Court Only) \$ See Addendum
- 34. Notification via daily sign-in sheets faxed to the following two Departments ONLY: SHORT Program/Drug Diversion Court And Pretrial Services Program. Daily cost for each department **NO CHARGE**

Whenever open, will have **both** the required qualified man and required qualified woman for direct observed testing on their respective counterparts? **X YES** No

Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory used?

X YES No

Location, contact person, phone number and address of all available clinics and hours of service at each location:

ProResults DNA & Drug Testing
 7801 North Lamar, Suite B-159
 Austin, TX 78701 Contact: Sandi or Douglas Reinlie (512) 374-9977

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List kinds of identification client must bring:

Client must bring valid State or Federal Photo ID. As a last resort a caseworker may request to ID a person over the phone or write a detailed physical description of the individual on their Drug Screen Release form. Example: height, weight, hair color, glasses or tattoos

List method of reporting to client:

Results are mainly emailed or faxed (if preferred)-however each department may request how result are to be sent..

List Corporate Office Address:

Sandad Inc.

DBA –ProResults

7801 North Lamar Blvd., Suite B-159

Austin, TX 78752

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**PART II, SECTION D, TRAVIS COUNTY DEPARTMENTS TO FAX INVOICES FOR SERVICES TO
THE FOLLOWING:**

Travis County Domestic Relations Attn: Roslynn Pitre
Fax Number (512) 854-9818 Phone Number (512) 854-9236
P O Box 1495, Austin, Texas 78767

Travis County Pretrial Services, Office T3 Attn: Larry Spacek
Fax Number (512) 854-9018 Fax Number for Results (512) 854-3103
Phone Number (512) 854-3103
509 West 11th Street, Room 1.700, Austin, Texas 78701

Travis County Drug Diversion Court Attn: Sharon Caldwell-Hernandez
Fax Number (512) 854-4643 Phone Number - (512) 854-4898
2201 Post Road - South Bldg.
Austin, Texas 78701

Travis County Sheriff Attn: Maria Wedhorn
Fax Number (512) 854-4997 Phone Number (512) 854-4474
501 West 11th Street
Attn: Fiscal 3rd Floor, Austin, Texas 78701

Travis County Human Resource Management Department/Risk Management
Attn: John Brady
Fax Number (512) 854-7134 Phone Number (512) 854-9586
700 Lavaca St. Rm 446, Austin, Texas 78701

Travis County Juvenile Court Attn: Sylvia Mendoza
Fax Number (512) 854-7093 Phone Number (512) 854-561
2515 South Congress Avenue, Austin, Texas 78704

Travis County Child Protective Services/HHS Attn: Andrea Colunga Bussey
Fax Number (512) 854-4123 Phone Number 854-4100
100 North IH 35, Austin, TX 78701

Travis County Family Drug Treatment Court Attn: Michelle Kimbrough
Fax number (512)854-5907 Phone Number 854-8876
PO Box 1748, Austin, TX 78767

Travis County Juvenile Court Attn: Emmitt Hayes, Director of Probation Services Division
Fax Number (512) 854-7099 Phone Number 854-7031
2512 South Congress Avenue, Austin, Texas 78704

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PART III

DRAFT PROFESSIONAL SERVICES AGREEMENT

NOTE: THIS AGREEMENT TO SERVE AS EXAMPLE ONLY. PROVISIONS MAY BE MODIFIED, DELETED OR ADDED AS DEEMED NECESSARY.

**CONTRACT FOR DRUG AND ALCOHOL TESTING SERVICES
BETWEEN TRAVIS COUNTY AND**

I. PARTIES

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

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

("Contractor")

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II. DEFINITIONS

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.
- 1.4 "Parties" mean Travis County and/or Contractor.
- 1.5 "Is doing business" and "has done business" mean:

1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable; or

1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

but does not include:

1.5.3 Any payments, receipts, loans or receipts of a loan which are less than \$250.00 per calendar year in the aggregate; or

1.5.4 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.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Contract and marked Attachment D.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Option to Extend: County may unilaterally extend this Contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an “Option to Extend” and collectively, the “Options to Extend”), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

2.3 Termination. COUNTY may terminate this Contract at any time by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination.

3.0 CONTRACTOR’S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR’S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the TRAVIS COUNTY DEPARTMENTS/OFFICES and may rely on all factual information supplied by the TRAVIS COUNTY DEPARTMENTS/OFFICES in response to these requests. However TRAVIS COUNTY DEPARTMENTS/OFFICES shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR’S proposal.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR’S compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- 4.1.1 Not to exceed amount: As needed Basis
- 4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY’S satisfaction and given COUNTY’S approval, which shall not be unreasonably withheld. COUNTY’S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR’S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 the client reference Number, (client name)
- 4.4.3 type of service in accordance with Attach. B.
- 4.4.4 the total amount being requested
- 4.4.5 date of collection

Original invoices shall be sent to: **See Part II, Section D, for the list of County Department addresses.**

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, 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:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Debarment, Suspension and Other Responsibility Matters. Certification under this Section 4.9 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." CONTRACTOR, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

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

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

Where CONTRACTOR is unable to certify to any of the statements in this Section 6.9, CONTRACTOR shall provide an 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.

4.10 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.

4.11 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.12 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Parent Coaching & Assessments Services 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 right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR.

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and

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documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the County Department with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise CONTRACTOR as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 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, 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.

7.2 Warrants. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

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7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; 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 herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.1 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.1.1 Attachment A – Scope of Services
- 7.7.1.2 Attachment B – Fee Schedule

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7.7.1.3 Attachment C – Insurance Requirements

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement 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 herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Travis County Departments

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

CONTRACTOR Name
CONTRACTOR Address

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The Department designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Department designee shall have complete authority to interpret and define in writing COUNTY’S policies and decisions with respect to CONTRACTOR’S services. The Department designee may designate representatives to transmit instructions and receive information.

7.11 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, 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 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

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County person, the CONTRACTOR must submit a written notice to the Purchasing Agent with a copy to the Department designee within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the CONTRACTOR within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the CONTRACTOR's satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Department designee. 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.

7.12 Mediation. If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to Section 7.11, CONTRACTOR shall notify the Executive Manager, 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, 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.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other CONTRACTORS as reasonable and necessary and as required by the Travis County Departments/Offices.

7.14 Independent CONTRACTOR. The parties expressly acknowledge and agree that CONTRACTOR is an independent CONTRACTOR, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent CONTRACTOR. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, 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.

7.19.2 Number and Gender. Words of any gender in this Agreement 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 Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement 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 Agreement.

7.20 Conflict of Interest Questionnaire:

If required by Chapter 176, Texas Local Government Code, the CONTRACTOR shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The CONTRACTOR shall update this Questionnaire by September 1 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 a 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 a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

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DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Contractor

Travis County

By: _____
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Funds Verified By:

County Auditor

Approved by Purchasing:

Cyd Grimes, C.P.M., CPPO, Purchasing Agent

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ATTACHMENT A
SCOPE OF SERVICES

(Part II of the RFS and changes resulting from negotiations will be inserted and made a part of this Contract at the time of Contract Award.)

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ATTACHMENT B
FEE SCHEDULE

(Part II of the RFS and changes resulting from negotiations will be inserted and made a part of this Contract at the time of Contract Award.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T INSURANCE SERVICES INC PO BOX 2248 GRAND RAPIDS MI 49501-2248	CONTACT NAME: CUSTOMER SERVICE CENTER	
	PHONE (A/C, No, Ext): (866) 972-7378	FAX (A/C, No): (800) 455-9611
E-MAIL ADDRESS: BUSINESS.CUSTOMERSERVICE@FARMERSINSURANCE.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ASSURANCE COMPANY OF AMERICA		19305
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 SANDAD, LLC DBA PRORESULTS DRUG & DNA TESTING

 7801 N LAMAR BLVD STE 159B
 AUSTIN TX 78752

COVERAGES **CERTIFICATE NUMBER:** Cert ID 107778 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	N	N	PAS003941533	1/5/2012	1/5/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	\$
A	AUTOMOBILE LIABILITY	N	N	PAS003941533	1/5/2012	1/5/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$					
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED						RETENTION \$	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 MEDICAL OFFICES / SANDAD, LLC DBA PRORESULTS DRUG & DNA TESTING IS COVERED FOR GENERAL LIABILITY BY THIS POLICY SUBJECT TO THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER SANDAD, LLC DBA PRORESULTS DRUG & DNA TESTING 7801 N LAMAR BLVD STE 159B AUSTIN TX 78752	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ATTACHMENT C
INSURANCE REQUIREMENTS

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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).

ORIGINAL**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)

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

ORIGINAL

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.

ORIGINAL

Question and Answers for Bid #1208-005-ML - Drug and Alcohol Testing

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Oct 3, 2012 4:30:00 PM CDT

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

SOURCE 1 SOLUTIONS

FOR

DRUG AND ALCOHOL SERVICES

CONTRACT NO. 4400001193



Travis County Purchasing Office

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II. DEFINITIONS

1.0 DEFINITIONS

In this Agreement,

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

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.

1.4 "Parties" mean Travis County and/or Contractor.

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

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

1.5.2 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;

but does not include:

1.5.3 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;

1.5.4 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 and individuals with similar risks as determined by "Contractor" in the ordinary course of its business; and

1.5.5 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.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Contract and marked Attachment D.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Option to Extend: County may unilaterally extend this Contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except the term, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

2.3 Termination. COUNTY may terminate this Contract at any time by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements. CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the TRAVIS COUNTY DEPARTMENTS/OFFICES and may rely on all factual information supplied by the TRAVIS COUNTY DEPARTMENTS/OFFICES in response to these requests. However TRAVIS COUNTY DEPARTMENTS/OFFICES shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 the client reference Number, (client name)
- 4.4.3 type of service in accordance with Attach. B.
- 4.4.4 the total amount being requested
- 4.4.5 date of collection

Original invoices shall be sent to: **See Part II, Section D, for the list of County Department addresses.**

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, 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:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Debarment, Suspension and Other Responsibility Matters. Certification under this Section 4.9 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." CONTRACTOR, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

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

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

Where CONTRACTOR is unable to certify to any of the statements in this Section 6.9, CONTRACTOR shall provide an 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.

4.10 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.

4.11 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.12 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Parent Coaching & Assessments Services 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 right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR.

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the County Department with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise CONTRACTOR as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 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, 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.

7.2 Warrants. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; 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

herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.1 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.1.1 Attachment A – Scope of Services
- 7.7.1.2 Attachment B – Fee Schedule
- 7.7.1.3 Attachment C – Insurance Requirements
- 7.7.1.4 Attachment D – Ethics Affidavit
- 7.7.1.5 Attachment E - Debarment
- 7.7.1.6 Attachment F - Proposal

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement 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 herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Travis County Departments

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Source 1 Solutions
8500 Shoal Creek, Bldg. 2, Ste. D
Austin, TX 78757

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The Department designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Department designee shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The Department designee may designate representatives to transmit instructions and receive information.

7.11 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, 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 void. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the CONTRACTOR must submit a written notice to the Purchasing Agent with a copy to the Department designee within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the CONTRACTOR within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the CONTRACTOR's satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Department designee. 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.

7.12 Mediation. If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to Section 7.11, CONTRACTOR shall notify the Executive Manager, 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, 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.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other CONTRACTORS as reasonable and necessary and as required by the Travis County Departments/Offices.

7.14 Independent CONTRACTOR. The parties expressly acknowledge and agree that CONTRACTOR is an independent CONTRACTOR, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent CONTRACTOR. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, 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.

7.19.2 Number and Gender. Words of any gender in this Agreement 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 Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement 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 Agreement.

7.20 Conflict of Interest Questionnaire:

If required by Chapter 176, Texas Local Government Code, the CONTRACTOR shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The CONTRACTOR shall update this Questionnaire by September 1 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 a 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 a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Contractor

Travis County

Richie Interests Inc. dba Source1 Solutions
By: Dana Richie - President
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 11.15.12

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Funds Verified By:

County Auditor

Approved by Purchasing:

Cyd Grimes, C.P.M., CPPO, Purchasing Agent



ATTACHMENT A**SCOPE OF SERVICES****SECTION A- TECHNICAL REQUIREMENTS-ALCOHOL TESTING****CONTRACTOR MUST:**

- 1.1 Provide trained breath alcohol technician(s) (BAT) to conduct evidential breath testing (EBT), including random selection for EBT, in compliance with Department of Transportation (DOT) regulations and 49 CFR, Parts 40 and 382, as amended.
- 1.2 Use EBT devices which are listed on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List (CPL) and meet the requirements for confirmation testing.
- 1.3 Provide in-clinic facilities that afford visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results and ensure that individuals tested at the specified Travis County on-site locations listed in Part II, Section B, Paragraph 2.17 are afforded similar privacy.
- 1.4 Provide all necessary equipment, personnel, and materials for EBT at the Contractor's location where testing is conducted and at the specified Travis County on-site testing locations.

PART II - SECTION B - TECHNICAL REQUIREMENTS - DRUG TESTING

- 1.0 **REQUIRED STANDARD OF WORKMANSHIP** Unless otherwise specifically provided for in this contract, the quality of all services rendered under it must conform to the highest standards in the relevant profession, trade or field of endeavor. All services must be rendered or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law or regulation. The regulations under which this testing is to be performed are provided (taken from the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Drug Testing Program," and the Department of Transportation (DOT) "Mandatory Guidelines for Commercial Driver's License (CDL)", as published and updated in the Federal Register. In this document these rules are referred to as "DHHS Guidelines" and "DOT Guidelines."
- 2.0 **TECHNICAL DEFINITIONS** For purposes of these Technical Requirements the following definitions are adopted:
- 2.1 ALIQUOT - A portion of a specimen used for testing.
- 2.2 BATCH - A group consisting of samples, calibrators, controls, and blind quality control specimens that is run in the same time frame under the identical assay conditions, including the technician, reagents, and instruments.
- 2.3 BZE - Benzoyllecgonine is a metabolite of cocaine that is identified and quantified in the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation test for cocaine metabolites.
- 2.4 CALIBRATORS - A certified negative human urine containing known quantities of drug and drug metabolites used to calibrate the relevant laboratory instruments.
- 2.5 CHAIN-OF-CUSTODY FORM - An approved DHHS or DOT external chain-of-custody document that tracks the handling and storage of each forensic urine specimen from time of collection to final disposition and includes entries documenting date, printed name that is clear and legible, original signature of person, purpose for handling or transfer of specimens or aliquots for every person into whose custody the specimen is transferred.
- 2.6 CONFIRMATORY TEST - A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time GC/MS or LC/MS are the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

- 2.7 CONTROLS - Known amounts of drug or drug metabolites spiked into a certified human negative urine which are used to validate calibration of an instrument, precision and accuracy of the procedure, and the performance of the technician.
- 2.8 THCA - Delta-9-Tetrahydrocannabinol-9Carboxylic Acid is a metabolite of delta-9-tetrahydrocannabinol (the major psychoactive compound of marijuana) that is identified and quantified in the GC/MS confirmation test for marijuana metabolites.
- 2.9 INITIAL TEST - An immunoassay screening test to eliminate "negative" urine specimens from further testing and identifies "presumptive" positive specimens for further testing and may use the Enzyme Multiple Immuno Technique.
- 2.10 LIMIT OF DETECTION - Three (3) standard deviations more than the mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.11 LIMIT OF QUANTITATION - The mean value of the result of analyzing at least 12 negative urine specimens and calculating the standard deviation of the values for each specimen.
- 2.12 MRO - A medical review officer who is a licensed physician responsible for receiving laboratory results generated by the Travis County drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive test result with the medical history and any other relevant biomedical information of the person who provided the specimen.
- 2.13 NON-DOT TESTING - Special drug and alcohol screens for Travis County Sheriff's Office and Travis County Drug Diversion Court not required by, or conducted under, DHHS or DOT guidelines. Non-DOT testing includes Non-DOT pre-employment testing, Non-DOT Drug Diversion Court testing, Non-DOT Pretrial Services Testing and HHSD/CPS.
- 2.14 NON-DOT PRE-EMPLOYMENT TESTING - A test for 10 specified drugs and/or their metabolites. These tests will be administered before employment in certain safety-sensitive positions within the Travis County Sheriff's Office. The specific drugs to be tested for and their respective presumptive cut-off levels are listed in Section 6.0.
- 2.15 NON-DOT DRUG DIVERSION COURT TESTING - These tests are of two types, Type I and Type II, each for 5 specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as a condition of probation or deferred adjudication as ordered by the Travis County Drug Diversion Court. The specific drugs to be tested for and their respective presumptive cut-off levels

for both Type I and Type II tests are listed in Section 6.0. (on fee schedule items 7 & 8).

- 2.16 NON-DOT PRETRIAL SERVICES TESTING - These tests are of two types, Type I and Type II, each for five (5) specified drugs and/or their metabolites. Both the Type I and Type II tests will be administered as condition of pretrial releases ordered by the Travis County Pretrial Services department. The specific drugs to be tested for and their respective presumptive cut-off levels for both Type I and Type II tests are listed in section 6.0 (on fee schedule items 12 & 13)
- 2.17 SECRETARY - The Secretary of Health and Human Services or the Secretary of Transportation in regards to issues which affect their respective drug testing programs. The Secretary may designate an individual from a recognized organization (to include a Contractor) to act on her/his behalf in the implementation of these DOT or DHHS Guidelines.
- 2.18 TRAVIS COUNTY ON-SITE TESTING LOCATIONS - Random drug and alcohol screening tests will be regularly conducted by the Contractor at the following Travis County locations:
- 2.18.1 TNR Satellite One Office - 9301 Johnny Morris Road, Austin, TX 78724
- 2.18.2 TNR Westside Service Center - 1405 FM 620 North, Austin, TX 78732
- 2.18.3 TNR Satellite Four Office - 5412 Lockhart Highway, Austin, TX 78744
- 2.18.4 Travis County Jail - 1000 San Antonio Street, Austin, TX 78701
- 2.18.5 Travis County Correctional Complex - 3614 Bill Price Road, Del Valle, TX 78617

3.0 **SCOPE OF WORK:**

- 3.1 The Contractor must provide all labor, facilities, equipment and material to perform the initial test for the detection of marijuana metabolites and cocaine metabolites on all urine specimens submitted, and additionally perform the initial test for opiates, phencyclidine and amphetamines on individually requested specimens.
- 3.2 The Contractor must provide all labor, facilities, equipment and material to perform GC/MS confirmation tests on all specimens that are screened positive by the initial test.
- 3.3 The Contractor must provide a method for identifying interfering substances which prevent the initial test, such as contaminants, adulterants, or other masking

- agents; and provide any special testing necessary to support the laboratory's results.
- 3.4 The Contractor must conduct additional GC/MS testing to identify 6 methamphetamine and Dextros and Levo when consistent with DHHS and/or DOT guidelines.
 - 3.5 All laboratory analysis will be provided in accordance with all DOT regulations and the DHHS procedures and 49CFR, Parts 40 and 382.
 - 3.6 Urinalysis will be conducted with an initial test to eliminate negative urine specimens from further analysis.
 - 3.7 Positive initial test results will be confirmed by conducting GC/MS method of analysis.
 - 3.8 The initial test and positive confirmatory test will be done by the same laboratory. Where a Travis County employee requests additional testing following a positive confirmatory test, such testing on another aliquot will be conducted by a different laboratory, certified by the DHHS, and as directed by the MRO.
 - 3.9 Remaining aliquots must be retained in frozen storage for 60 days after the date on which the laboratory acquires it.
 - 3.10 The Contractor must provide an MRO.
 - 3.11 Contractor will provide a scientific method for random selection of County commercial drivers for drug and alcohol testing. Data for input into the random selection data base will be provided by the County. Random lists must be generated and distributed to the County at least monthly or on a more frequent basis as requested.
 - 3.12 Contractor must provide to the County copies of records, and databases developed and maintained by the Contractor as part of the activities under the contract and must deliver them to the County quarterly or upon request. The records and databases must be provided both in paper form and in Excel electronic format.
 - 3.13 Contractor and subcontractors must accommodate the identification procedures required by the various county departments utilizing the Contractor services to verify identity of the person that gives the specimen.
 - 3.14 The Contractor is required to maintain and use a system of safeguarding County records which identify County personnel and any other information received in the performance of this contract, to ensure the highest level of privacy for County employees. Contractor shall provide all services required in a manner that would

comply with the Privacy Act, 5 U.S.C. 552a and Section 503 of Public Law 100-71, if Contractor were an entity bound to comply with these laws.

The Contractor and its employees shall not hold any discussion or release any information or data pertaining to the Travis County Alcohol and Drug Testing Program without the prior written approval of the Coordinator. This restriction applies to all releases of information to the public, industry, or government organizations.

- 3.15 The principal and other key personnel responsible for the project and named in the Contractor's proposal may not be removed from the program or have their time substantially decreased without prior approval of the County. Replacement personnel must have equivalent qualifications to the persons named and are subject to approval by the County.
- 3.16 Contractor must, upon request, pick up urine specimens collected by the Travis County Sheriff's Office within two hours of a request at 1000 San Antonio Street, Austin, Texas 78701.
- 3.17 **THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT AND THE JUVENILE DRUG COURT** will require Confirmation Test only. Initial screens are provided by the Departments personnel. Chain of custody procedures and forms must be provided to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT. THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT personnel will adhere to the Chain of Custody Procedures and deliver specimen to the Contractor for confirmation testing.

Contractor shall report results to the THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT within 72 hours of delivery, by fax which must be followed with notification via regular mail containing the MRO's certification of the results and a certified copy of the chain of custody form.

The Family Drug Treatment Court will occasionally require a Confirmation Test only.

- 3.18 CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each Client served by CONTRACTOR, the type of Service provided by CONTRACTOR, the total tests provided by CONTRACTOR, the hourly fee assessed for each Service provided by CONTRACTOR (expert witness), the name of the Provider and the total amount of payment requested for each Client. **Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR's representative. A list of County Departments which invoices should be sent can be found in Part II, Section D, Attachment D.**

4.0 **PROCEDURE MANUAL**

- 4.1 The laboratory must have a procedure manual which includes the principles of each test; preparation of reagents, calibrators and controls; methods used to determine limit of detection, limit of quantization, and linearity; calibration procedures; derivation of results; linearity of methods; cutoff values, mechanisms for reporting results; controls; criteria for unacceptable specimens and results; remedial actions to be taken when the test systems are outside of acceptable limits; reagents and their expiration dates; and references. Copies of all procedures and dates on which they are in effect must be maintained as part of the manual.
 - 4.2 Laboratory calibrators and controls must be prepared with pure drug reference standards, whenever possible from two different sources, or from at least two different lot numbers. The labels on these reagents must contain the following information: preparer; content; concentration; date when received, opened, prepared; content and concentration; and expiration date. The analytical data used to certify calibrators, controls, and human negative urine must be available for inspection.
 - 4.3 Instruments and equipment:
 - 4.3.1 Volumetric pipettes and measuring devices must be calibrated and certified for accuracy or be checked by gravimetric, colorimetric, or other verification procedure. Automatic pipettes and dilutors must be checked for accuracy and reproducibility before being placed in service and checked periodically after that.
 - 4.3.2 There must be written procedures for certification of new instruments, procedures for instrument set-up and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks, and instructions for major trouble shooting and repair. Contractor must maintain records on preventive maintenance and make these records available upon request.
 - 4.4 There must be written procedures for the actions, remedial and otherwise, to be taken when systems are out of acceptable limits, or discrepancies or errors are detected. There must be documentation in the form of Memorandum for the Record that these procedures are followed and that all necessary corrective actions are taken.
 - 4.5 The laboratory must have at least one qualified, experienced, and established forensic toxicologist to provide expert testimony in Travis County legal, administrative or disciplinary proceedings involving urinalysis cases.
- 5.0 **SPECIFIC TESTING** Specimens submitted must be initially tested for THC, BZE, opiates, phencyclidine and amphetamines. When conducting either initial or confirmatory tests, every batch must contain an appropriate number of standards for calibrating the

instrumentation and a minimum of 10 percent controls. Both internal blind quality control and external blind performance test samples must be true blind samples and not discernible to laboratory analysts.

6.0 INITIAL DRUG TEST PROCEDURES

- 6.1 For the DOT program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the DOT program must be screened for the following 5 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Cannabinoids (THC)	50 ng/ml
Benzodiazepines (BZE)	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	1,000 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.2 For the Non-DOT pre-employment testing program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT pre-employment testing program must be screened for the following 10 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids	20 ng/ml
Propoxyphene	300 ng/ml
Methadone	300 ng/ml
Ethanol	10 ng/dl

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.3 For the Non-DOT Drug Diversion Court (SHORT Program) Direct Observation testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type I testing program must be screened for the following 4 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.4 For the Non-DOT Drug Diversion Court (SHORT program) and the Juvenile Probation Department, Direct Observation testing - Type II program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Drug Diversion Court - Type II testing program must be screened for the following 8 drugs and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml

The level at which a presumptive positive occurs is subject to change by either the DHHS or the DOT, as advances in technology or other considerations warrant identification of these substances at other concentrations.

- 6.5 For the Non-DOT Juvenile and other miscellaneous Travis County Offices, Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

- 6.6 For the Non-Dot Pretrial Services Unobserved testing - Type I program, all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type I testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Amphetamines	1,000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.7 For the Non-Dot Pretrial Services Unobserved testing - Type II program, all specimens must be screened using approved immunoassays that meet the

requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in PART II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Pretrial Services - Type II testing program must be screened for the following four (4) drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drugs (s) and/or drug metabolites(s) at or above the statistically determined level indicated below.

Ethanol (Alcohol)	10 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Opiates	300 ng/ml
Cannabinoids (THC)	20 ng/ml

- 6.8 For the Non-DOT Countywide Unobserved testing - all specimens must be screened using approved immunoassays that meet the requirements of the Food and Drug Administration for commercial distribution. All initial tests must be conducted under chain-of-custody procedures, as specified by DHHS guidelines stated in Part II, Section B, Paragraph 1.0. Specimens submitted under the Non-DOT Countywide Unobserved testing program must be screened for the following 8 drugs and Ethanol and the results are considered presumptive positive and subject to further confirmation testing if the specimen shows the presence of drug(s) and/or drug metabolite(s) at or above the statistically determined level indicated below:

Amphetamines	1,000 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines (BZE)	200 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cannabinoids (THC)	20 ng/ml
Propoxyphene	300 ng/ml
Ethanol (Alcohol)	10 ng/ml

7.0 **CONFIRMATORY TEST PROCEDURES**

- 7.1 All confirmation testing must be performed using GC/MS, applying the procedures for each drug and/or metabolite(s) outlined in this section. All confirmation testing must be by quantitative analysis. Concentrations that exceed the linear region of the standard curve value may be diluted. If diluted, the dilution factor must be considered when calculating the actual drug content of the specimen. If the specimen is not diluted, the concentration of the specimen will be the actual determined value of the specimen. Limit of detection should be

determined for each GC/MS instrument. The limit of quantization should be determined for each GC/MS instrument.

7.2 The Cannabinoids (THC) confirmation test must meet the additional following parameters:

- 7.2.1 The target compound is THC,
- 7.2.2 A deuterated analog of THC with a certified purity confirmed by the laboratory is the internal standard, and
- 7.2.3 A positive report based on a forensically accepted GC/MS technique which indicates the presence of THC in a concentration greater than or equal to 15 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and one positive.

7.3 The Benzodiazepines (BZE) confirmation test employed must meet the following additional parameters:

- 7.3.1 The target compound is BZE,
- 7.3.2 A deuterated BZE analog with certified purity confirmed by the laboratory is the internal standard, and
- 7.3.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of BZE in a concentration greater than or equal to 150 ng/ml on the GC/MS test. The run must include two blind quality control specimens, one negative and the other positive.

7.4 The amphetamines confirmation test employed must meet the following additional parameters:

- 7.4.1 The target compounds for amphetamines are amphetamine, methamphetamine, or both,
- 7.4.2 A deuterated amphetamine and deuterated methamphetamine with certified purity confirmed by the laboratory is the internal standard, and
- 7.4.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of amphetamine and/or methamphetamine at a concentration greater than, or equal to, 500 ng/ml. Any methamphetamine positive must also indicate the presence of amphetamine greater than, or equal to, 200 ng/ml. Any methamphetamine positive sample must also be tested to identify and quantitative the D & L isomer. The run must include two blind quality control specimens, one negative and the other positive.

- 7.5 The opiates confirmation test employed must meet the following additional parameters:
- 7.5.1 The target compound for opiates are morphine and codeine,
 - 7.5.2 A deuterated morphine and deuterated codeine with certified purity confirmed by the laboratory is the internal standard, and
 - 7.5.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of morphine and/or codeine at a concentration of 300 ng/ml or greater. Any morphine positive with a concentration equal to or greater than 4,000 ng/ml must also be tested to determine the presence of 6-Monoacetylmorphine at a concentration of 10 ng/ml or greater. The run must include two blind quality control specimens, one negative and the other positive.
- 7.6 The phencyclidine (PCP) confirmation test employed must meet the following additional parameters:
- 7.6.1 The target compound is PCP (Parent Drug),
 - 7.6.2 A deuterated phencyclidine analog with certified purity confirmed by the laboratory is the internal standard, and
 - 7.6.3 A positive report is based on a forensically accepted GC/MS technique which indicates the presence of phencyclidine in a concentration equal to or greater than 25 ng/ml. The run must include two blind quality control specimens, one negative and the other positive.
- 7.7 Barbiturates confirmation test employed
- 7.8 Cocaine confirmation test employed
- 7.9 Propoxyphene confirmation test employed

Testing procedures for the DOT drug testing programs must follow the requirements specified in Part II, Section B, Paragraph 1.0. If variation exists between these requirements and the DOT Final Regulations as published in the Federal Register, the guidance specified in DOT's Final Regulations governs.

- 8.0 **CERTIFICATION OF LABORATORIES ENGAGED IN URINE DRUG TESTING FOR FEDERAL AGENCIES** The Contractor must be certified and maintain certification in accordance with the applicable DHHS and DOT Guidelines in the Federal Register.

9.0 **DAY-TO-DAY MANAGEMENT**

- 9.1 The laboratory must have a qualified individual to assume professional, organizational, educational, and administrative responsibility for the laboratory's urine drug testing facility who is named in the proposal.
- 9.2 This individual must be engaged in and responsible for the day-to-day management of the drug testing laboratory even where another individual has overall responsibility for an entire multi- specialty laboratory.
- 9.3 This individual must ensure that there are enough personnel with adequate training and experience to supervise and conduct the work of the drug testing laboratory. He or she must ensure the continued competency of laboratory personnel by documenting their in-service training, reviewing their work performance, and verifying their skills.
- 9.4 This individual must ensure that the laboratory has a procedure manual which is complete, up-to-date, available for personnel performing tests, and followed by those personnel. The procedure manual must be reviewed, signed, and dated by this responsible individual whenever procedures are first placed into use or changed or when a new individual assumes responsibility for management of the drug testing laboratory. Copies of all procedures and dates on which they are in effect must be maintained.
- 9.5 This individual must maintain a quality assurance program to assure the proper performance and reporting of all test results; maintain acceptable analytical performance for all controls and standards; maintain quality control testing; and assure and document the validity, reliability, accuracy, precision, and performance characteristics of each test and test system.
- 9.6 This individual must take all remedial actions necessary to maintain satisfactory operation and performance of the laboratory in response to quality control systems not being within performance specifications, errors in result reporting or in analysis of performance testing results. This individual must ensure that sample results are not reported until all corrective actions have been taken and he or she can assure that the test results provided are accurate and reliable.
- 9.7 To obtain specimens under the Type I or Type II Programs for the Non-DOT Drug Diversion Court testing the contractor is responsible for the integrity of the collection of the urine specimens. The contractor must ensure that any environmental factors and/or any attempts on the part of the person being tested to manipulate the test results do not contaminate the specimens. If lab staff is used to observe individuals giving urine specimens, they must have the necessary training and skills to ensure the integrity of the urine tests. At a minimum, the following procedures must be used for the collection of urine and the reporting of testing results:

9.7.1 For storage of urinalysis supplies, the contractor shall:

9.7.1.1 store all urinalysis supplies in a secure area with access limited to employees involved in the collection process; and

9.7.1.2 prevent client access to the secure storage areas.

9.7.2 For observation of urine specimens, the contractor shall:

9.7.2.1 secure the collection area;

9.7.2.2 provide gender appropriate staff who shall be present in the lavatory to observe individuals giving the urine specimens; and

9.7.2.3 ensure that the staff observing individuals giving urine specimens have adequate training to safeguard the collection process from fraudulent attempts to alter the urine specimens and/or environmental factors that would affect the validity of the test results.

10.0 **TEST VALIDATION** The laboratory's urine drug testing facility must have a designated certifying scientist who reviews all pertinent data and quality control results to attest to the validity of the laboratory's test reports. A laboratory may designate more than one person as a certifying scientist. The certifying scientist(s) may be any employee who is qualified to be responsible for day-to-day management or operation of the drug testing laboratory.

11.0 **DAY-TO-DAY OPERATIONS AND SUPERVISION OF ANALYSTS** The laboratory's urine drug testing facility must have an individual to be responsible for day-to-day operations and to supervise the technical analysts. This individual must have at least a bachelor's degree in the chemical or biological sciences or medical technology or equivalent. This individual must have training and experience in the theory and practice of all methods and procedures used in the laboratory, a thorough understanding of quality control practices and procedures; a thorough understanding of the review, interpretation, and reporting of test results; knowledge of chain-of-custody procedures; and experience providing prompt remedial actions to be taken in response to test results out of acceptable range or detecting aberrant test or quality control results.

12.0 **OTHER PERSONNEL** Other technicians or non technical staff must have the necessary training and skills for the tasks assigned.

13.0 **WITNESSES**

13.1 Contractor personnel may be required to appear personally at administrative hearings to explain their laboratory procedures. The Contractor must have at least

one person available in each of the following categories on a full-time basis to testify at administrative hearings:

13.1.1 Category A: An expert in forensic toxicology drug testing issues who is capable of discussing Contractor's laboratory procedures and who has the following minimum qualifications:

13.1.1.1 Certification as a laboratory director by the State in forensic or clinical laboratory toxicology; or

13.1.1.2 A Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, pharmacology, or toxicology,

13.1.1.3 Training and experience comparable to a Ph.D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry, and pharmacology or toxicology,

13.1.1.4 Appropriate experience in analytical forensic toxicology including experience with the analysis of biological material for drugs of abuse, and

13.1.1.5 Appropriate training and/or experience in forensic applications of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology of drugs of abuse, or other factors which qualify the individual as an expert witness in forensic toxicology.

13.1.2 Category B: A person fully knowledgeable on the procedural aspects of urine drug testing at the Contractor's laboratory.

13.1.3 Category C: A processing technician who is a qualified and trained laboratory technician that handles testing of Travis County specimens on a day-to-day basis.

14.0 **TRAINING** The laboratory must have a manual and maintain records reflecting the training and certification of personnel, describing the procedures for initial and annual certifications. Procedures must also be in place which describe the decertification process and any remedial training required for recertification.

15.0 **FILES** Laboratory personnel files must include resume of training and experience; certification or license, if any; references; job descriptions, records of performance evaluation and advancement; incident reports; and results of tests which establish employee competency for the position he or she holds, such as test for color blindness, if appropriate.

16.0 QUALITY ASSURANCE AND QUALITY CONTROL

16.1 GENERAL:

Any drug testing laboratories used by the Contractor under this contract must have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, accessioning, aliquoting, chain-of-custody, security and reporting of results, initial and confirmatory testing, and validation of analytical procedures. Quality assurance procedures must be designed, implemented, and reviewed to monitor the conduct of each step of the process of testing for drugs.

16.2 LABORATORY QUALITY CONTROL REQUIREMENTS FOR INITIAL TESTS:

16.2.1 Each analytical run of specimens to be screened must include:

16.2.1.1 Urine specimens certified to contain no drug,

16.2.1.2 Urine specimens fortified with known standards, and

16.2.1.3 Positive controls with the drug or metabolite at or near the presumptive positive level.

16.2.2 In addition, with each batch of samples a sufficient number of standards must be included to ensure and document the linearity of the assay method over time in the concentration area of the cutoff. After acceptable values are obtained for the known standards, those values will be used to calculate sample data. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must be documented. A minimum of 10 percent of all test samples must be quality control specimens. Laboratory blind quality control samples, prepared from spiked urine specimens of determined concentration must be included in each run and should appear as normal samples to laboratory analysts. One percent of each run, with the minimum of at least one sample, must be the laboratory's own blind quality control samples.

16.3 CONFIRMATION TEST:

A run for the GC/MS will contain no more than 25 specimens and controls. The run must contain a minimum of four urine quality control specimens: one certified standard at the cutoff concentration, one certified sample at 40% of cutoff, one certified negative urine specimen, and one certified positive urine specimen at or near the cutoff. Two of the four quality control samples must be blind. The linearity and precision of the method must be periodically

documented. Implementation of procedures to ensure that carryover does not contaminate the testing of an individual's specimen must also be documented. The calibrators must be quantitative within 10% of the target value when the calibrators are certified, as required by DHHS and DOT guidelines. The concentration of all quality control specimens must assay within + or - 20% of their certified value. For only the Electron Impact GC/MS methods, the retention time of the drug must be within 2% of the extracted sample at the cutoff concentration and the ion ratios must be within + or - 20% of the extracted sample at the cutoff. The calculated concentration of the negative quality control specimens must not exceed the established limit of detection of the instrument for the drug being tested. All quality control samples must be within the acceptable range and meet all chromatographic criteria with all ion ratios within + or - 20% before reporting any sample results in that run. The chromatography of an internal standard from the negative specimen must meet the retention time and ion ratio requirements.

17.0 **SPECIMEN HANDLING AND RECEIVING REQUIREMENTS**

- 17.1 The Contractor must utilize an appropriate system to ship the specimens, if required. If not shipped via the U.S. Postal Service, then the Contractor must ensure that there is sufficient security to ensure the physical security and integrity of the specimen, the chain-of-custody, and shipping container.
- 17.2 The Contractor must provide specimen kits containing a kit box, urine specimen container, specimen bottle seal, protective seal, label, sealable plastic bag to hold the container, and foam insert. The urine containers must hold 100 ml., be made of inert materials that will not absorb or adsorb drugs, or drug metabolites, and meet DHHS and DOT standards. The cap liner must be made of inert material that will not absorb or adsorb drugs or drug metabolites from the specimen. The containers' temperature strip must be inside (unless prohibited by DHHS or DOT regulation) and be occluded. The occlusion must show tampering and allow for ready viewing by authorized personnel. The shipping containers must at least meet U.S. Postal Service standards and be pre-addressed and prepaid for shipment to the Contractor's laboratory. The Contractor must ship with the specimen kits at least one chain-of-custody forms for each specimen kit.
- 17.3 Upon receipt of specimens, the Contractor must record the condition of the shipping container, including information about damage in shipment, evidence of suspected specimen tampering, or other unusual conditions. The Contractor must compare information on specimen bottles to the information on the accompanying chain-of-custody forms. Records must be kept of the individuals that perform these checks. A Discrepancy Report must be generated, in accordance with Part II, Section B, Paragraph 21.3, and must be used to record discrepancies and provided to the office that collected the specimen.

18.0 **SECURITY OF LABORATORY AND SPECIMENS**

- 18.1 The identity and integrity of the urine specimens must be maintained within the laboratory. All specimens must be maintained in a secure area with limited and controlled access throughout all phases of processing and storage from receipt to final disposal.
- 18.2 Drug testing laboratories must be secure at all times. They must have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored. Access to these secured areas must be limited to specifically authorized individuals whose authorization is documented. With the exception of personnel authorized to conduct inspections on behalf of Federal agencies for which the laboratory is engaged in urine testing or on behalf of the Secretary, any person not employed by the Contractor must be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained and kept available for audit.
- 18.3 Laboratories must use chain-of-custody procedures to maintain control and accountability of specimens from receipt through the following processes:
 - 18.3.1 completion of testing,
 - 18.3.2 reporting results,
 - 18.3.3 during storage, and
 - 18.3.4 final disposition.
- 18.4 The date and purpose must be documented on a chain-of-custody form each time a specimen is handled or transferred, and every individual in the chain must be identified. Accordingly, authorized technicians must be responsible for each urine specimen or aliquot in their possession and must sign and complete chain-of-custody forms for these specimens or aliquots as they are received.

19.0 **RETENTION OF SPECIMENS**

- 19.1 Specimens that do not receive an initial test within 7 days of arrival at the laboratory must be placed in secure refrigeration units. Temperatures must not exceed 6 degrees centigrade. An emergency power generator must be available in case of prolonged power failure to maintain the stability and integrity of specimens.
- 19.2 All positive specimens must be placed in a limited access long-term, frozen storage area for a minimum of one year, and temperature must be maintained at -20 degrees centigrade. Within this one year period Travis County may request the

laboratory to retain the specimen for an additional period of time; but, if no such request is received the Contractor must provide a list of those specimens and request permission of the Alcohol and Drug Testing Program Coordinator (the "Coordinator") to destroy the specimens. The Coordinator shall approve destruction if there is no pending litigation. If there is a legal challenge, the Contractor is required to maintain the specimens for an indefinite period.

20.0 **DRUG TEST RESULTS REPORTING REQUIREMENTS**

- 20.1 The report must identify the drugs/metabolites tested for, whether positive or negative, and the presumptive positive level for each, the base specimen number assigned; the Contractor's laboratory number, and the test subject's Social Security number. The report must include a certified copy of the original chain-of-custody and must be signed by the certifying scientist. The results (positive and negative) for all specimens submitted on the same chain-of-custody form must be reported back to the MRO at the same time.
- 20.2 The laboratory must report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive for a specific drug or class of drug are reported positive for that specific drug.
- 20.3 The MRO may request quantization of test results from the laboratory, and the laboratory must provide quantization of test results.
- 20.4 Results must be transmitted in a secured manner so as to ensure confidentiality of the information. If the County approves a manner as one that is sufficiently secure, the laboratory may transmit results to the MRO by various electronic means. Results cannot be provided by telephone under any circumstances. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.
- 20.5 The laboratory must send only to the MRO a certified copy of the original chain-of-custody form signed by the individual responsible for day-to-day management of the drug testing laboratory or the individual for attesting to the validity of the test results.
- 20.6 The Contractor shall report to Travis County, by fax, **Non-DOT** negative or positive results of initial tests within twenty-four (24) hours from the date of collection. Fax notification of negative and positive initial test results must be followed with notification via regular mail containing a certified copy of the chain-of-custody form.

The Contractor shall provide to Travis County Pretrial Services a list of all Pretrial Services clients (individuals) who at the end of the business day did not appear at the collection facility to submit a sample as referred by the agency.

20.7 Contractor shall report to County **DOT** negative results of initial tests within 48 (forty-eight) hours from the date of collection if the collection is before 4:00 p.m. and 72 (seventy-two) hours if collection is after 4:00 p.m. by fax. Fax notification of negative initial test results must be followed with notification via regular mail containing the MRO's certification of the negative results and a certified copy of the chain-of custody form.

Contractor shall report to County **DOT** confirmatory positive test results of initial tests within 72 (seventy-two) hours and 96 (ninety-six) hours from the date of collection by fax, depending on the employee's response to the MRO. In some cases the reporting time may take longer due to circumstances which are governed by federal regulations. Fax notification of positive initial test results must be followed with notification via regular mail containing the MRO's certification of the positive results and a certified copy of the chain-of custody form.

21.0 **SUMMARY REPORTING REQUIREMENTS**

21.1 In accordance with the appropriate DHHS and/or DOT Guidelines, the Contractor must send to Travis County Departments/Offices (listed on Attachment 5) a monthly summary report. Initial and confirmation data must be included from test results reported within that month. Normally this summary must be forwarded by registered mail not more than 14 calendar days after the end of the month covered by the summary. The summary report must contain the following information:

21.1.1 Initial test reports must include the following information:

21.1.1.1 Number of specimens received,

21.1.1.2 Number of specimens reported out, and

21.1.1.3 Number of specimens screened positive for: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines

21.1.2 Confirmatory testing reports must include the following information:

21.1.2.1 Number of specimens received for confirmation, and

21.1.2.2 Number of specimens confirmed positive for: marijuana metabolite, cocaine metabolite, morphine, codeine, phencyclidine, amphetamine, and methamphetamine.

- 21.2 On a monthly basis the Contractor must supply to the Travis County Coordinator, the following information on specimens completed since the last report:
- 21.2.1 Identification number,
 - 21.2.2 Laboratory Accession Number,
 - 21.2.3 Date Specimen Received in Laboratory,
 - 21.2.4 Drugs Screened For,
 - 21.2.5 Confirmation Tests Conducted,
 - 21.2.6 Final Report (Positive or Negative),
 - 21.2.7 Date Report Sent to Travis County, and
 - 21.2.8 Specimen Turnaround Time.
- 21.3 No later than the 10th working day after the end of the calendar month, the Contractor must submit a discrepancy report to Travis County Departments/Offices (listed on Attachment 5) with the following data:
- 21.3.1 Reporting Month;
 - 21.3.2 For each submitting location sending specimens during the reporting month, the total number of specimens received; and
 - 21.3.3 For each department submitting specimens during the reporting month, the total number of specimens discarded, broken down into the following categories:
 - BU - Box unsealed or no signature or date on box seal
 - NHHS - No DHHS chain-of-custody-form
 - DOT - No DOT chain-of-custody form
 - ISSN - Incomplete social security number
 - ISPN - Incomplete base specimen number
 - NCOC - No chain-of-custody form
 - QNS - Volume in bottle is less than 30 ml
 - LSSN - Social Security number on specimen label does not match the social security on the chain-of-custody form
 - LAX - Laboratory Accident

22.0 **REPORTING REQUIREMENTS FOR DHHS AND DOT DRUG TESTING PROGRAM**

Activity in support of the DHHS and DOT drug testing program must be accounted for and reported separately by Contractor to Travis County Departments/Offices (listed on Attachment 5).

- 23.0 **SUBSTANTIATION** The Contractor must make available copies of all drug testing analytical results, including all certification specimen results, open performance test results, all quality control sample results and all personnel training and certification records when requested by Travis County Coordinator.
- 24.0 **RECORD RETENTION** Unless otherwise instructed by the DHHS in writing, all records pertaining to a given urine specimen must be retained by the drug testing laboratory for a minimum of 2 years. Upon request from Travis County, the Contractor must provide any information or documents pertaining to the procedures used at its laboratory for performance of this contract. Examples of procedures include chain-of-custody, testing protocols, quality control, procedures manual and results reporting. The County reserves the right to require the Contractor to change a procedure if the procedure is not consistent with current DHHS or DOT Guidelines.
- 25.0 **GENERAL LITIGATION SUPPORT** Depositions and interrogatories of Contractor personnel must be provided by the Contractor in conjunction with testing performed under this contract when requested by Travis County. Travis County will endeavor, where feasible to limit these requests to written interrogatories. The Contractor must establish procedures to insure timely and appropriate responses to requests for litigation support packages, discovery requests, and other inquiries. Where testimony is required in support of drug testing results, the Contractor must provide witnesses as required. The witness must also provide expert testimony in support of information contained in the Litigation Support Package, when requested.
- 26.0 **URINALYSIS DRUG TESTING LITIGATION SUPPORT PACKAGE**
- 26.1 The Contractor must provide within ten (10) business days documentary evidence in the form of a litigation support package to be used by Travis County at an administrative proceeding in conjunction with testing performed under this contract.
- 26.2 The litigation support package must consist of the following:
- 26.2.1 Certification and authentication by the appropriate laboratory official having custody of the original documents that the documents contained in the litigation support package are true and accurate copies of the original documents maintained by the laboratory as part of its regularly conducted laboratory activities;
- 26.2.2 Laboratory Report form;
- 26.2.3 Explanatory Affidavit, to include interpretation of test results;

- 26.2.4 All data from the initial test results including all standards and controls run with the batch;
- 26.2.5 All data including chromatographs and quantization reports from the GC/MS analysis including the standards and controls run with the batch;
- 26.2.6 Copies of all internal chain-of-custody documents; and
- 26.2.7 Summary qualifications of all personnel who appear on the chain-of-custody documents.

27.0 **CONTRACTOR FURNISHED MATERIAL**

- 27.1 The Contractor must provide containers to transport all specimens from Travis County. Containers must provide leak proof transportation to the Contractor's laboratory.
- 27.2 The Contractor must provide all U.S. Postal Service approved packaging material for the transportation of urine specimens or, if other type of transportation is chosen, the appropriate packaging material must be provided by the Contractor. The shipping costs for First Class shipping of the specimens from the sites to the laboratory shall be prepaid by the Contractor.

ATTACHMENT B

FEE SCHEDULE

PART II, SECTION C, FEE SCHEDULE

<u>DOT Testing UNOBSERVED</u> <u>Test/Service</u>	<u>Cost per</u>
<u>In Clinic:</u>	
1. Split sample urine drug screen (Cannabinoids, Cocaine, Opiates, Phencyclidine, Amphetamines)	<u>\$55.00</u>
2. Breath alcohol test	<u>\$35.00</u>
<u>On Site:</u>	
3. Split sample urine drug screen (Cannabinoids, Cocaine, Opiates, Phencyclidine, Amphetamines)	<u>\$75.00</u>
4. Breath alcohol test	<u>\$45.00</u>
<u>NON-DOT Pre-Employment Testing</u>	
5. (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone and Ethanol)	<u>\$41.00</u>
6. Provider Travels to County to perform testing (fee per visit)	<u>\$75.00</u>
<u>NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program</u>	
7. <u>TYPE I</u> - (Amphetamines, Cannabinoids, Cocaine, Opiates)	<u>\$40.00</u>
8. <u>TYPE II</u> – (Amphetamines, Methadone Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene)	<u>\$40.00</u>
<u>NON-DOT Countywide UN-OBSERVED</u>	
9. Drugs plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone plus Ethanol)	<u>\$41.00</u>
10. Expedited Results (4 Hours)	<u>\$N/A</u>
11. Expedited Results (within 24 hours)	<u>\$N/A</u>

NON-DOT UNOBSERVED

12. **TYPE I** – Amphetamines, Cannabinoids, Cocaine, Opiates and Ethanol **\$41.00**
13. **TYPE II** -(Barbiturates, Benzodiazepines, Cannabinoids, Opiates, Ethanol) **\$41.00**

HHSD/Child Protective Services Testing OBSERVED

14. (Amphetamines, Cocaines, Opiates, Cannabinoids, Benzodiazepines, Barbiturates, Phencyclidine, Phropoxyphene, 2nd (GC/MS) and another LAB and MRO, Ethanol) **\$41.00**(testing)
\$250.00(2nd lab)

MISCELLANEOUS TESTING

15. Eye Scanning (PassPoint or equal) **\$N/A**
16. Hair Testing **\$80.00**
17. Oral Fluid Testing **\$36.00**
18. Nail Testing **\$N/A**
19. Drug Patch **\$N/A**
20. ETG/ETS Testing **\$95.00**
21. K2/Spice Testing **N/A**
22. Bath Salt Testing **\$192.90**
23. Ambien Testing **\$55.00**

CONFIRMATION TESTING

24. Amphetamine Confirmation Test (GC/MS) **\$40.00**
25. Barbiturate Confirmation Test (GC/MS) **\$40.00**
26. Benzodiazepines Confirmation Test (GC/MS) **\$40.00**
27. Cocaine Confirmation Test (GC/MS) **\$40.00**
28. Opiate Confirmation Test (GC/MS) **\$40.00**

- | | |
|---|------------------------|
| 29. Phencyclidine Confirmation Test (GC/MS) | <u>\$40.00</u> |
| 26. Cannabinoids (THC) Confirmation Test (GC/MS) | <u>\$ 40.00</u> |
| 27 Phropoxyphene Confirmation Test (GC/MS) | <u>\$ 40.00</u> |
| 28. Ethanol (Alcohol) | <u>\$ 40.00</u> |
| 29. 2 nd (GC/MS) & another LAB and MRO | <u>\$250.00</u> |

TRAVEL TO PERFORM ON-CALL TESTING

- | | |
|--|---------------------|
| 30. Between 6:00 p.m. and 7:00 a.m. Monday
through Friday (non Holiday weekdays) or Holidays
and weekends 24 hour emergency on-site response | <u>\$N/A</u> |
|--|---------------------|

EXPERT WITNESS

- | | |
|----------------------------------|--------------------------------------|
| 31. Expert Witness (Hourly Rate) | <u>\$350.00</u>
3 hr. min. |
|----------------------------------|--------------------------------------|

MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

- | | |
|---|------------------------|
| 32. SPANISH Speaking Interpreter on-site while Testing Center Open
Per Hour Rate between the hours of 7:00 – 6:00 (for the Short
Program/Drug Diversion Court Only) | <u>\$N/A</u> |
| 33. Notification via daily sign-in sheets faxed to the following two
Departments ONLY: SHORT Program/Drug Diversion Court
And Pretrial Services Program. Daily cost for each department | <u>\$N/A</u> |
| 34. Medical Review Officer Fee | <u>\$45.00</u> |
| 35. Litigation Package | <u>\$375.00</u> |

Whenever open, will have **both** the required qualified man and required qualified woman for direct observed testing on their respective counterparts? Yes No

Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory used?

Yes No **Certification # 0325**

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).

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)

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

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.

RFS#1208-005-ML

RFS#1208-005-ML

ATTACHMENT 1

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: October 10, 2012
Name of Affiant: Dana Richie
Title of Affiant: President
Business Name of Offeror: Source 1 Solutions
County of Offeror: Travis
Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror 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 Exhibit B.

Dana Richie
Signature of Affiant

8500 Shoal Creek Blvd. Bldg 2, Ste D
Austin, TX 78757
Address

SUBSCRIBED AND SWORN TO before me by Dana Richie on October 10, 2012

Notary Public, State of Texas



Kathy G. Richie
Typed or printed name of notary
Kathy G. Richie

My commission expires:
4/26/13

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
November 2, 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.....	Felicita 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.....	Julie Wheeler*	
Executive Assistant.....	Jacob Cottingham	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor.....	Nicki Riley*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
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.	
Interim Chief Information Officer.....	Tanya Acevedo	
Interim Chief Information Officer.....	Rod Brown	
Interim Chief Information Officer.....	Walter Lagrone	
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.....	Vacant	
Attorney, Transactions Division.....	Elizabeth Winn	
Attorney, Transactions Division.....	Mary Etta Gerhardt	
Attorney, Transactions Division.....	Barbara Wilson	
Attorney, Transactions Division.....	Jim Connolly	
Attorney, Transactions Division.....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson	
Purchasing Agent.....	Cyd Grimes, C.P.M., CPPO	

Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV CW Bruner, CTP
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Diana Gonzalez.....	12/16/12
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division.....	Tamara Armstrong.....	03/30/13
Executive Assistant.....	Lori Duarte	06/15/13
Chief Information Officer.....	Joe Harlow.....	07/31/13
County Auditor	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13

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

EXHIBIT 2
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

ATTACHMENT E
CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? YES NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized

ATTACHMENT F

PROPOSAL

Travis County

Request for Services (RFS) #1208-005-ML Drug & Alcohol Testing

**Source 1 Solutions
8500 Shoal Creek Blvd.
Bldg. 2, Ste. D
Austin, TX 78757
Contact: Dana Richie
Ph: (512) 918-3400
Toll Free: (866) 770-1706
Fax: (512) 918-3403
dana@source1-solutions.com**

October 10, 2012

RFS#1208-005-ML

October 10, 2012
Travis County Purchasing Department
Attn: Cyd Grimes
700 Lavaca Street, Suite 800
Austin, Texas 78701

Dear Travis County Purchasing Agents,

I would like to take this opportunity to introduce our company, Source 1 Solutions. Source 1 is a Third Party Administration Company specializing in Substance Abuse Testing and Background Research. After reviewing RFS # 1208-005-ML, Source 1 Solutions feels that we can meet and exceed your expectations for an efficient Professional Drug & Alcohol Testing Program. Source 1 will accomplish this by utilizing trained professionals in a professional environment suitable for the collection of specimens. We realize the importance of our profession and we take every step to insure the integrity & consistency of each collection or test. Our mission is to provide the highest quality and most up-to-date technology in substance abuse testing along with the most reliable background information, all backed with *excellent customer service*. Source 1 Solutions was created through the vision of Drug Testing professionals who took their knowledge of the industry and listened to the needs of the Human Resource & Safety Professionals, then built a company tailored for those needs. Source 1 is an employee owned **HUB Certified** Vendor and a member of DATIA (Drug & Alcohol Testing Industry Association). I hope you find this information to be insightful and we look forward to continuing working with Travis County in fulfilling your Substance Abuse Testing needs. Please feel free to contact me if you have any questions or would like additional information regarding our services. Thank you again for your time and I look forward to talking with you soon.

Sincerely,



Dana Richie
President
Source 1 Solutions

RFS#1208-005-ML

RFS #1208-005-ML**PART I - GENERAL REQUIREMENTS****PART I, SECTION A - GENERAL INFORMATION**

- 1.0 **PURPOSE:**
Source 1 Solutions has read and understands all statements in 1.0.
- 2.0 **INCURRED EXPENSES:**
Source 1 Solutions has read and understands all statements in 2.0
- 3.0 **SUBMISSION OF PROPOSAL:**
Source 1 Solutions has read, understands and will comply with all statements in 3.0.
- 4.0 **LATE PROPOSALS OR MODIFICATIONS:**
Source 1 Solutions has read, understands and will comply with all statements in 4.0.
- 5.0 **WITHDRAWAL OF PROPOSALS:**
Source 1 Solutions has read, understands and will comply with all statements in 5.0.
- 6.0 **POINTS OF CONTACT:**
Source 1 Solutions has read and understands all statements in 6.0.
- 7.0 **CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION:**
Source 1 Solutions has read, understands and will comply with all statements in 7.0.
- 8.0 **GENERAL CONDITIONS:**
Source 1 Solutions has read, understands and will comply with all statements in 8.0.
- 9.0 **QUALIFICATIONS:**
Source 1 Solutions has read, understands and will comply with all statements in 9.0
- 10.0 **OTHER CONDITIONS:**
Source 1 Solutions has read, understands all statements in 10.1 – 10.3.
Source 1 Solutions is unable to provide 24 hour, seven days a week, including weekend and holiday coverage, including hours from 6:00pm to 7:00am and 24 hours coverage for onsite emergency service.

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PART I, SECTION B -REQUIRED DOCUMENTATION

- 1.0 Source 1 Solutions has read and understands all statements in 1.0.
- 2.0 Source 1 Solutions has read and understands all statements in 2.0.

2.1: See Attached.

2.2: See Attached.

2.3: Source 1 Solutions was formed in December of 2001 by Industry professionals with an additional 2 years previous experience as Vice President/Operations, Compliance/Investigations and Marketing/Sales of a similar company.

Source 1 Solutions does not intend to subcontract any work performed to another company.

2.4 Offeror References

Roberts Trucking	Ph: 806-457-2149	Renee Alaniz	DOT testing-Austin
Travis Co.	Ph. 512-834-3366	Katy Reyes	Non-DOT/Hair testing-Austin
DFPS	Ph: 512-834-3240	Tim Fadell	Non-DOT, Hair, & Oral Fluids (Bell, Travis & Wmsn Co.)

- 2.5 Source 1 Solutions is a Third Party Administration Company specializing in Drug Testing & Background Checks. Source 1 Solutions facilitates drug testing programs for corporate and state entities along with providing testing for the legal and private community. Source 1 offers a vast array of drug testing including some of the most up to date technology available such as the Oral Fluids Intercept testing device. Source 1 Solutions is a Woman owned business that employs four Full time employees and another 40 contract collectors at it's other designated collection facilities across Central Texas. Source 1 Solutions corporate office is located at 8500 Shoal Creek Blvd. and has one other satellite office located in Temple at 1005 Marlandwood Rd. Source 1 Solutions utilizes Quest Diagnostics. Quest Diagnostics's SAMHSA# is 0325.

Dana Richie – President/CFO

Dana Richie is one of the founders of Source 1 Solutions and brings with her vast experience in the field of Drug Screen Collections and Background Checks. As the owner of Source 1 Solutions, in addition to being a Certified Breath Alcohol Technician and a Certified Oral, Urine and Hair Collector, Dana manages and performs all aspects of Background Verification, Random Testing and Statistical Reporting. This includes establishing and maintaining the relationships and the online database memberships required for Nationwide

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Criminal Background research, Motor Vehicle Reports, Credit Reports, Previous Employment, Social Security Number and Education Verifications.

Dana manages the scheduling and performing of on-site drug testing. Dana also administers the development and implementation of Randomware, a random-list generating software that is used to manage the random drug testing programs of our customers. This experience gives her invaluable insight into the implementing of Random Drug Testing programs, the requirements to remain DOT compliant, and providing customers with required and requested monthly, quarterly and annual reporting.

Dana's experience as a Compliance Coordinator has highlighted her skills of attention to detail, organization and timeliness. Dana regularly verifies that her contacts and relationships with each company that Source1 utilizes as a provider remain intact so as to offer only the highest level of service and preferred pricing. Dana uses these abilities and experience to manage the Investigations and Compliance Departments. Dana also assists in the Marketing & Sales and Operations departments, as well as in training, billing and accounting.

Connie Higginbotham – Collector

Connie Higginbotham joined Source1 in February 2005 and brings with her experience in the field of medical testing and Drug Screen Collections in the Bell County area. Connie has met and been certified in DOT and Non-DOT Urine Collections along with receiving training in Alternative specimen collections such as the Oral Fluids tests and Hair Follicle collection. Connie has also met DOT requirements to act as a Saliva Testing Technician. Conniespends her day interacting with Clients and individuals and performing collections as needed along with assisting with the coordination of on-site testing.

Kathy Richie – Collector

Kathy Richie joined Source1 in July 2006 Kathy has met and been certified in DOT and Non-DOT Urine Collections along with receiving training in Alternative specimen collections such as the Oral Fluids tests and Hair Follicle collection. Kathy has also met DOT requirements to act as a Saliva Testing Technician. Kathy spends her day interacting with Clients and individuals and performing collections as needed along with assisting the company accounting.

Cody Higginbotham – Collector

Cody Higginbotham joined Source 1 Solutions in 2007 and has been certified in DOT, Non-DOT, Hair, and oral fluids testing. Cody handles client calls and performs drug screen collections.

2.6 Offeror Representative Dana Richie – 512-918-3400

2.7 Cost Proposal - See Part C- Fee Schedule (Attachment 4)

3.0-3.3 See Attached

4.0 Source 1 Solutions has read, understands and will comply with all statements in 4.0

5.0 Source 1 Solutions has read, understands and will comply with all statements in 5.0

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ATTACHMENT 1

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: October 10, 2012
Name of Affiant: Dana Richie
Title of Affiant: President
Business Name of Offeror: Source 1 Solutions
County of Offeror: Travis
Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror 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 Exhibit B.

Dana Richie
Signature of Affiant

8500 Shoal Creek Blvd. Bldg 2, Ste D
Austin, TX 78757
Address

SUBSCRIBED AND SWORN TO before me by Dana Richie on October 10, 2012

Notary Public, State of Texas



Kathy G. Richie
Typed or printed name of notary
Kathy G. Richie

My commission expires:
4/26/13

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EXHIBIT B
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

Mike Long

Cyd Grimes

Michelle Kimbrough

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION

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

<input type="checkbox"/> COMMODITIES	Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall WBE Goal: 6.2%
<input type="checkbox"/> CONSTRUCTION	Overall MBE Goal: 13.7%	Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	Overall WBE Goal: 13.8%
<input checked="" type="checkbox"/> SERVICES	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	Overall WBE Goal: 15.0%
<input type="checkbox"/> PROFESSIONAL SERVICES	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

SECTION 1 BIDDER AND SOLICITATION INFORMATION

Bidder Company Name: *Richie Interests Inc, dba Source 1 Solutions* State of Texas VID#: *1208143106100*

Address: *8500 Shoal Creek Blvd* City: *Austin* State: *TX* Zip Code: *78757*

Contact: *Dana Richie* Phone No.: *512-918-3400* Fax No.: *512-918-3403* E-mail: *dana@source1-solutions.com*

Project Name: Total Bid Amount: Solicitation #: *1208-005-ML*

Is your company a certified HUB?
 Yes No Indicate Gender & Ethnicity: *WO/W*

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

Definitions:
 The policy of the Travis County Purchasing Office to Minority/Woman-Owned Business (M/WBE) Goals is to make a "Good Faith Effort" to subcontract with HUBs. This professional services associated with the projects.

receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

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

SECTION 2 SUBCONTRACTING INTENTIONS

Percentage to be subcontracted to Certified HUBs:

Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
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Check the box that applies to the Bidder:

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

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

We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)

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SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST			
<p>The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.</p>			
<p><input checked="" type="checkbox"/> Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.</p>			
<p><input type="checkbox"/> Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation? The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)</p>			
<p><input type="checkbox"/> If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued? If yes, provide a copy of the rejection letter.</p>			
<p><input type="checkbox"/> Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.</p>			
<p><input type="checkbox"/> Bidder has (0) zero HUB participation. Provide an explanation</p>			
SECTION 7 RESOURCES			
TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES		CERTIFYING AGENCIES VENDOR DATABASE WEBSITES	
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

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SECTION 8 AFFIRMATION	
<p>As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.</p> <p>Bidder understands and agrees that, if awarded any portion of the solicitation:</p> <ul style="list-style-type: none"> ▪ The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator. ▪ The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us. ▪ Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder. 	
Name and Title: <i>Dana Richie - President</i>	Date: <i>October 10, 2012</i>
E-mail Address: <i>dana@source1-solutions.com</i>	Signature: <i>Dana Richie</i>
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title: <i>Kathy Richie - Bookkeeper</i>	E-mail Address: <i>kathy@source1-solutions.com</i>
Phone No.: <i>512-918-3400</i>	Fax No.: <i>512-918-3403</i>
Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.	

PART 1 – SECTION C – ADDITIONAL INFORMATION**1.0 PROPOSAL DISCLOSURE:**

Source 1 Solutions has read and understands all statements in 1.0.

2.0 EVALUATION FACTORS:

Source 1 Solutions has read and understands all statements in 2.0.

3.0 EVALUATION PROCESS

Source 1 Solutions has read and understands all statements in 3.0

4.0 METHOD OF AWARD:

Source 1 Solutions has read and understands all statements in 4.0.

PART 1 – SECTION D – NEGOTIATIONS**1.0 NEGOTIATIONS:**

Source 1 Solutions has read, understands and will comply with all statements in 1.0.

2.0 DEVIATIONS:

Source 1 Solutions has read, understands and will comply with all statements in 2.0.

3.0 RESERVATIONS OF RIGHTS:

Source 1 Solutions has read and understands all statements in 3.0.

4.0 PROTESTS:

Source 1 Solutions has read and understands all statements in 4.0.

PART II – SCOPE OF SERVICE**SECTION A – TECHNICAL REQUIREMENTS – ALCOHOL TESTING**

- A. Source 1 Solutions will provide three full-time Saliva Testing Technicians (STT) utilizing DOT approved alcohol screening devices that are listed on the NHTSA conforming products list (CPL). Source 1 Solutions will utilize our current random selection software, *Randomware*, for the random selection process. This program is currently in use and we have personnel with over three years experience running the *Randomware* program. This program has proven to be an efficient and user friendly program that allows us to import list directly from an excel format.
- B. All positive Screening Tests will be confirmed by EBT in accordance with the DOT guidelines.
- C. Source 1 Solutions will provide facilities that afford visual and aural privacy to the individual being tested which will be sufficient to prevent unauthorized persons from

seeing or hearing test results. In addition, we will provide all necessary equipment and personnel when conducting testing at the specified Travis County on-site testing locations as referenced in Part II, Section B, Paragraph 2.17.

- D. Source 1 Solutions will provide all necessary equipment, personnel, and materials for EBT at the Contractor's location and at the specified Travis County on-site location.

PART II – SCOPE OF SERVICE

SECTION B – TECHNICAL REQUIREMENTS – DRUG TESTING

1.0 REQUIRED STANDARD OF WORKMANSHIP:

Source 1 Solutions has insured that every Collector, BAT and STT has received proper training on the use of equipment, collection process, problem collection training, Chain of custody requirements, and the steps to insure the integrity during the process. Each collector has demonstrated the knowledge and proficiency of the collection process by meeting the guidelines as set forth by the Department of Transportation. All collectors have also been trained in Non-Mandated testing procedures. Each collector has a certificate stating that they have met these requirements for each procedure they have been trained in.

2.0 TECHNICAL DEFINITIONS:

Source 1 Solutions has read and understands all definitions as stated in 2.1 – 2.18.5.

3.0 SCOPE OF WORK:

Re: 3.1 – 3.18

Source 1 Solutions in conjunction with Quest Diagnostics will provide all necessary labor, facilities, equipment and material to perform the initial test and GC/MS confirmation for all specimens in accordance with DHHS and/or DOT guidelines and as set forth in paragraphs 3.1-3.18.

Re: 3.10

Source 1 Solutions currently has a relationship and will provide MRO services through Austin based MRO, James Hefner, MD.

Re: 3.11

Source 1 Solutions will utilize our current random selection software, *Randomware*, for the random selection process. This program is currently in use and we have personnel with over ten years experience running the *Randomware* program. This program has proven to be an efficient and user friendly program that allows us to import list directly from an excel format. The program allows for multiple pools with multiple departments and can be set-up to run Daily, Monthly, Quarterly or Yearly depending on the needs of the client. This program also keeps a history of each pull and allows for statistical reports.

Re: 3.12

All records and databases will be available upon the request of authorized personnel and can be prepared electronically, in paper and in Excel format.

Re: 3.13

Source 1 Solutions will accommodate the various county departments in the identification process. We routinely require a State issued ID, such as a Drivers License, Military ID, Picture ID. We realize that some individuals may not have any valid picture ID and we will work with the county to help identify such individuals via telephone and visual ID or descriptions if necessary.

Re: 3.14

Source 1 Solutions maintains the strictest of confidentiality. We do this by maintaining all records in password and firewall protected computer systems along with keeping Chain of custodies and paperwork in locked file cabinets. All useless and dated material is shredded.

Re: 3.15

Source 1 Solutions agrees and will comply with this request.

Re: 3.16

All specimens will be picked up at the county's request the same day. In the case where there are an adequate number of specimens on a routine/daily basis, a courier can be arranged to pick up specimens at an arranged time on a daily basis if needed at no additional cost to the county.

Re: 3.17

Source 1 Solutions agrees and will comply with this request.

Re: 3.18

Source 1 Solutions agrees and will comply with this request.

4.0 **PROCEDURE MANUAL**

Re: 4.0

Quest Diagnostics meets or exceeds all of Travis County's requirements for procedure manual.

5.0 **SPECIFIC TESTING**

Quest Diagnostics meets or exceeds all of Travis County's requirements for specific testing.

6.0 **INITIAL DRUG TEST PROCEDURES**

Source 1 Solutions has read and understands all requirements as stated in 6.1 – 6.8

7.0 **CONFIRMATORY TEST PROCEDURES**

Re: 7.1 – 7.9

Quest Diagnostics meets or exceeds all of Travis County's requirements for confirmatory test procedures in accordance with DHHS and DOT Guidelines.

8.0 **CERTIFICATION OF LABORATORIES ENGAGED IN URINE DRUG TESTING FOR FEDERAL AGENCIES** Quest Diagnostics is SAMHSA, CAP AND CLIA Certified

Quest Diagnostics's toxicology lab is held up to the highest standards in the industry. In 1994, Quest Diagnostics received its Substance Abuse and Mental Health Services Administration (SAMHSA) Certification from the Department of Health and Human Services. Quest Diagnostics maintains all required state and federal certifications.

Internal Proficiency Testing Programs to Ensure Accuracy

Accreditation requires that Quest Diagnostics be enrolled with several agencies which provide proficiency testing specimens to our laboratory.

Following are the programs that submit specimens to the Substance Abuse Testing Division:

- National Laboratory Certification Program (SAMHSA)
- Forensic Urine Drug Testing (CAP)
- New York State Proficiency Testing
- Pennsylvania Proficiency Testing for Drugs of Abuse
- Florida Proficiency Testing for Drugs of Abuse

9.0 **DAY-TO-DAY MANAGEMENT**

Re: 9.1 – 9.7

Quest Diagnostics exceeds all of Travis County's requirements for day-to-day management. Quest Diagnostics enjoys the unique position of having several responsible persons and as well as alternates all completely qualified to meet the day-to-day management requirements.

Re: 9.7.1 – 9.7.2.3

Source 1 Solutions agrees to perform all collection in accordance with the requirements of the county. Source 1 Solutions further assures the county that all collectors have been trained and the appropriate staff will be utilized for each collection, observed or unobserved.

10.0 **TEST VALIDATION**

Re: 10.0

See attached exhibit "D"

11.0 **DAY-TO-DAY OPERATIONS AND SUPERVISION OF ANALYSTS**

Re: 11.0

See attached exhibit "D"

12.0 OTHER PERSONNEL

Re: 12.0

See attached exhibit "D"

13.0 WITNESSES

Re: 13.1.1 – 13.1.1.5

Quest Diagnostics's Director of Laboratory Operations, Barbara Rowland, and Dawn Hahn, Laboratory Operations Manager, meet all the requirements for Category A. Barbara Rowland is responsible for the toxicology laboratory at Quest Diagnostics. She has considerable experience in managing the operations of a drug testing laboratory and is also a recognized expert in the area of forensic toxicology. She also serves as a laboratory inspector for the College of American Pathologists' Forensic Urine Drug Testing Program and the National Laboratory Certification Program. Her resume is attached.

Re: 13.1.2

In addition to Barbara Rowland and Dawn Hahn, Anne Roberts and Mark Wuest are alternate responsible persons and can fulfill the requirements for Category B.

Re: 13.1.3

All technical employees on Quest Diagnostics's staff are fully training and qualified to meet State and Federal requirements

14.0 TRAINING

Quest Diagnostics meets or exceeds all of Travis County's requirements for training.

15.0 FILES

Quest Diagnostics meets or exceeds all of Travis County's requirements for files.

16.0 QUALITY ASSURANCE AND QUALITY CONTROL

Re: 16.1

Quest Diagnostics exceeds Travis County's requirements for quality assurance and quality control. The accuracy of testing results is the number one priority at Quest Diagnostics. To ensure this, we undergo the most stringent quality assurance programs in the industry. Every aspect of the testing process is monitored and evaluated to ensure maximum accuracy and performance. Quest Diagnostics's quality control program exceeds the requirements of the Health and Human Services certification program, and includes open and blind controls, our internal Superblind® program, and external proficiency testing.

Open and Blind Controls

Open and blind controls are included with immunoassay and GC/MS batches. During immunoassay initial testing, open controls are included with every batch, a 75% and a 125% cut-off control. If these controls fail pre-designated acceptance criteria, the specimens in that screening batch are re-tested. At least one blind control is inserted into every batch. These blinds are either positive or negative

and their identity is known only to the Quality Control Supervisor and to the certifying scientists.

Within each confirmation run by GC/MS, controls at 40% and 125% of the commonly used cut-offs are used to monitor the calibration. All GC/MS batches include a blind negative. All blind controls that are positive at screening are taken through to confirmation. At that point, their quantitation is used to monitor assay performance. The determined concentration for all these controls has to be within 20% of the mean concentration for that pool. If they do not satisfy this requirement, the batch is re-aliquoted and re-extracted for GC/MS.

Superblind® Testing Program

Quest Diagnostics has developed a Superblind quality improvement program that challenges every aspect of our testing process, from account setup, specimen collection and transportation, to reporting and billing.

Our quality improvement specialists send approximately 1,500 challenges through our Superblind system each month, specifically for drug testing. Our specialists prepare the control specimens and document all expected results. Each specimen is assigned an ID number, a fictitious client name and a custody control form is completed. The Superblind samples are packaged in the standard Quest Diagnostics format and some are submitted directly with the incoming specimens. Others are shipped to specimen collection sites to be transported to the laboratory with their incoming specimens. The predetermined results of the Superblind controls are compared with those produced in the laboratory, and any discrepancies are analyzed and addressed.

Proficiency Testing

In addition to the internal quality improvement programs, Quest Diagnostics performs external proficiency testing for certification purposes, including programs required by Health and Human Services and the College of American Pathologists (CAP), New York State Department of Health, Florida Agency for Health Care Administration, and the Pennsylvania Department of Health.

Re: 16.2 – 16.2.2

Quest Diagnostics meets or exceeds all Travis County quality control requirements for initial tests.

Re: 16.3

Quest Diagnostics fully complies with all DHHS and DOT guidelines for calibrations. The confirmation test requirements for Travis County differs from Quest Diagnostics practices in that Quest Diagnostics uses 36 controls instead of a maximum of 25, and also two of the four quality control samples must not be blind.

17.0 SPECIMEN HANDLING AND RECEIVING REQUIREMENTS

Re: 17.1

Source 1 Solutions meets or exceeds all Travis County requirements for shipping of specimens.

Re: 17.2

Source 1 Solutions meets or exceeds all Travis County requirements for materials necessary for collection.

Re: 17.3

Quest Diagnostics meets or exceeds all Travis County requirements for receipt of specimens.

18.0 SECURITY OF LABORATORY AND SPECIMENS

Re: 18.0 – 18.4

Source 1 Solutions in conjunction with Quest Diagnostics meet or exceed all Travis County requirements for security of laboratory and specimens.

19.0 RETENTION OF SPECIMENS

Re: 19.1

Quest Diagnostics meets all Travis County requirements for specimen holding.

Re: 19.2

Quest Diagnostics meets all Travis County requirements for positive retention with the exception that Travis County must notify Source 1 Solutions of any litigation so that the specimen can be moved to the proper indefinite storage area.

20.0 DRUG TEST RESULTS REPORTING REQUIREMENTS

Re: 20.0 – 20.7

Source 1 Solutions in conjunction with Quest Diagnostics fully comply with DHHS and DOT reporting requirements and meet or exceed all Travis County requirements for drug test results reporting.

21.0 SUMMARY REPORTING REQUIREMENTS

Source 1 Solutions has read and will comply with all requirements as stated in 21.0 – 21.3.3.

22.0 REPORTING REQUIREMENTS FOR DHHS AND DOT DRUG TESTING PROGRAM

Source 1 Solutions has read and will comply with all requirements as stated in 22.0.

23.0 SUBSTANTIATION

Source 1 Solutions has read and will comply with all requirements as stated in 23.0.

24.0 RECORD RETENTION:

Source 1 Solutions in conjunction Quest Diagnostics handles all records consistent with DOT guidelines and meets or exceeds these requirements.

25.0 GENERAL LITIGATION SUPPORT

Source 1 Solutions has read and will comply with all requirements as stated in 25.0. Furthermore, all laboratory records, including custody control forms, quality control records and analytical data are stored for at least two years in a secured area with restricted access. Upon request, a litigation package can be produced, which contains all the information relating to a particular specimen. When necessary, Quest Diagnostics will make available an expert witness to testify on these records and their interpretation. Barbara Rowland has had extensive experience in testifying in support of laboratory data and has been qualified as an expert in forensic toxicology. There is a charge for expert testimony and litigation packages.

26.0 URINALYSIS DRUG TESTING LITIGATION SUPPORT PACKAGE

Upon request Source 1 Solutions in conjunction with Quest Diagnostics will provide a litigation packet that will be available within 7-10 days. There is an additional charge for litigation packets. The packet includes

- certification and affidavit of accuracy
- copies of original chain of custody form and laboratory report
- Initial testing description and results with calibration and controls
- Confirmation testing description and results with calibration and controls
- Vitae of technical staff including certifying scientists

27.0 CONTRACTOR FURNISHED MATERIAL

Source 1 Solutions has read and will comply with all requirements as stated in 27.1 – 27.2.

PART II, SECTION C, FEE SCHEDULE

<u>DOT Testing UNOBSERVED</u>	<u>Cost per</u>
<u>Test/Service</u>	
<u>In Clinic:</u>	
1. Split sample urine drug screen (Cannabinoids, Cocaine, Opiates, Phencyclidine, Amphetamines)	<u>\$55.00</u>
2. Breath alcohol test	<u>\$35.00</u>
<u>On Site:</u>	
3. Split sample urine drug screen (Cannabinoids, Cocaine, Opiates, Phencyclidine, Amphetamines)	<u>\$75.00</u>
4. Breath alcohol test	<u>\$45.00</u>
<u>NON-DOT Pre-Employment Testing</u>	
5. (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone and Ethanol)	<u>\$41.00</u>
6. Provider Travels to County to perform testing (fee per visit)	<u>\$75.00</u>
<u>NON-DOT (Direct) OBSERVED Drug Diversion Court "SHORT" Program</u>	
7. <u>TYPE I</u> - (Amphetamines, Cannabinoids, Cocaine, Opiates)	<u>\$40.00</u>
8. <u>TYPE II</u> – (Amphetamines, Methadone Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene)	<u>\$40.00</u>
<u>NON-DOT Countywide UN-OBSERVED</u>	
9. Drugs plus Alcohol (Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Cannabinoids, Propoxyphene, Methadone plus Ethanol)	<u>\$41.00</u>
10. Expedited Results (4 Hours)	<u>\$N/A</u>
11. Expedited Results (within 24 hours)	<u>\$N/A</u>

NON-DOT UNOBSERVED

12. **TYPE I** – Amphetamines, Cannabinoids, Cocaine, Opiates and Ethanol **\$41.00**
13. **TYPE II** -(Barbiturates, Benzodiazepines, Cannabinoids, Opiates, Ethanol) **\$41.00**

HHSD/Child Protective Services Testing OBSERVED

14. (Amphetamines, Cocaines, Opiates, Cannabinoids, Benzodiazepines, Barbiturates, Phencyclidine, Phropoxyphene, 2nd (GC/MS) and another LAB and MRO, Ethanol) **\$41.00**(testing)
\$250.00(2nd lab)

MISCELLANEOUS TESTING

15. Eye Scanning (PassPoint or equal) **\$N/A**
16. Hair Testing **\$80.00**
17. Oral Fluid Testing **\$36.00**
18. Nail Testing **\$N/A**
19. Drug Patch **\$N/A**
20. ETG/ETS Testing **\$95.00**
21. K2/Spice Testing **N/A**
22. Bath Salt Testing **\$192.90**
23. Ambien Testing **\$55.00**

CONFIRMATION TESTING

24. Amphetamine Confirmation Test (GC/MS) **\$40.00**
25. Barbiturate Confirmation Test (GC/MS) **\$40.00**
26. Benzodiazepines Confirmation Test (GC/MS) **\$40.00**
27. Cocaine Confirmation Test (GC/MS) **\$40.00**
28. Opiate Confirmation Test (GC/MS) **\$40.00**

- | | |
|---|------------------------|
| 29. Phencyclidine Confirmation Test (GC/MS) | <u>\$40.00</u> |
| 26. Cannabinoids (THC) Confirmation Test (GC/MS) | <u>\$ 40.00</u> |
| 27 Phropoxyphene Confirmation Test (GC/MS) | <u>\$ 40.00</u> |
| 28. Ethanol (Alcohol) | <u>\$ 40.00</u> |
| 29. 2 nd (GC/MS) & another LAB and MRO | <u>\$250.00</u> |

TRAVEL TO PERFORM ON-CALL TESTING

- | | |
|--|---------------------|
| 30. Between 6:00 p.m. and 7:00 a.m. Monday
through Friday (non Holiday weekdays) or Holidays
and weekends 24 hour emergency on-site response | <u>\$N/A</u> |
|--|---------------------|

EXPERT WITNESS

- | | |
|----------------------------------|--------------------------------------|
| 31. Expert Witness (Hourly Rate) | <u>\$350.00</u>
3 hr. min. |
|----------------------------------|--------------------------------------|

MISCELLANEOUS REQUIREMENTS FOR "SHORT PROGRAM"

- | | |
|---|------------------------|
| 32. SPANISH Speaking Interpreter on-site while Testing Center Open
Per Hour Rate between the hours of 7:00 – 6:00 (for the Short
Program/Drug Diversion Court Only) | <u>\$N/A</u> |
| 33. Notification via daily sign-in sheets faxed to the following two
Departments ONLY: SHORT Program/Drug Diversion Court
And Pretrial Services Program. Daily cost for each department | <u>\$N/A</u> |
| 34. Medical Review Officer Fee | <u>\$45.00</u> |
| 35. Litigation Package | <u>\$375.00</u> |

Whenever open, will have **both** the required qualified man and required qualified woman for direct observed testing on their respective counterparts? Yes No

Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory used?

Yes No **Certification # 0325**

Location, contact person, phone number and address of all available clinics and hours of service at each location:

Dana Richie

8500 Shoal Creek Blvd., Bldg. 2, Ste. D

Austin, TX 78757

512-918-3400

M-F/8-5

Connie Higginbotham

1008 Marlandwood Road, Ste. 114

Temple, TX 76502

254-770-1706

M-F/8-5

List kinds of identification client must bring:

Drivers License, State Issued ID, Military ID

List method of reporting to client:

Autofax

Source 1 Solutions provides results transmission directly to a client's fax machine. This fax should be in a limited access area for security reasons.

List Corporate Office Address:

8500 Shoal Creek Blvd., Bldg. 2, Ste. D

Austin, TX 78757

EXHIBIT D

Curriculum Vitae

DAWN M. HAHN

Quest Diagnostics, Inc.
10101 Renner Boulevard
Lenexa, KS 66219
(913) 577-1632; Fax: (913) 888-1692
E-mail: dawn.m.hahn@questdiagnostics.com

EDUCATION

1984

Bachelor of Arts; Medical Technology
Northwestern College; Orange City, Iowa

EXPERIENCE

September 2010 -
Present

Laboratory Operations Manager and Responsible Person
Quest Diagnostics, Inc.; Lenexa, KS

Responsibilities include: preparing and maintaining standard operating procedures for drug testing; establish training protocol for personnel; ensure training is complete, ensure analytical methods are validated; establish acceptable performance limits on QC; ensure the laboratory follows HHS Guidelines for regulated testing; ensure all appropriate corrective action is implemented for any PT or inspection issue assisting; assisting in maintaining toxicology budget; and interfacing with inspection teams

November 2005 –
September 2010

Manager of Toxicology
Quest Diagnostics, Inc.; Lenexa, KS

August 2006 -
Present

Responsible Person, Laboratory Manager
Quest Diagnostics, Inc.; Lenexa, KS

November 2005 -
August 2006

Alternate Responsible Person
Quest Diagnostics, Inc.; Lenexa, KS (formerly LabOne, Inc.)

November 2000 -
November 2005

Alternate Responsible Person
LabOne, Inc.; Lenexa, KS

July 1999 – January
2007

Director of Toxicology
LabOne, Inc.; Lenexa, KS

November 1997 -
June 1999

Manager of Toxicology
LabOne, Inc.; Overland Park, KS

January 1995 -
November 1997

SAT Lab Coordinator
LabOne, Inc.; Overland Park, KS

February 1990 - December 1994	GC/MS Operator/Certifying Scientist Forensic Drug Testing Laboratory LabOne, Inc.; Overland Park, KS
October 1987 - February 1990	Generalist, Blood Laboratory Home Office Reference Laboratory; Overland Park, KS
November 1984 - September 1987	Medical Technologist Terrell Community Hospital; Terrell, TX
June 1984 - November 1984	Medical Technologist Newburn Memorial Hospital; Jacksonville, TX

PROFESSIONAL CERTIFICATIONS AND MEMBERSHIPS

Diplomate	Forensic Toxicologist Certification Board (FTCB) Forensic Drug toxicology
Inspector	National Laboratory Certification Program (Team Leader)
Inspector	College of American Pathologists Forensic Urine Drug Testing Program
Member	Society of Forensic Toxicologists (SOFT)
Member	Midwest Association for Toxicology and Therapeutic Drug Monitoring Vice President 2005 - 2006 President 2006 – 2007
Lab Supervisor	New York State Department of Health
Lab Supervisor	Nevada State Department of Health
Lab Technical Supervisor	College of American Pathologists (CAP)
Medical Technologist	American Society of Clinical Pathologists (ASCP)

PROFESSIONAL MEETINGS

October 2010	Society of Forensic Toxicologists, Annual Meeting Richmond, VA
October 2009	Society of Forensic Toxicologists, Annual Meeting Oklahoma City, OK
October 2008	Society of Forensic Toxicologists, Annual Meeting Phoenix, AZ
October 2007	Society of Forensic Toxicologists, Annual Meeting RTP, NC
April 2007	Midwest Association for Toxicologists and Therapeutic Drug Monitoring Annual Meeting Indianapolis, IN
May 2006	Society of Forensic Toxicologists, Annual Meeting Nashville, TN
October 2005	Midwest Association for Toxicology and Therapeutic Drug Monitoring Annual Meeting Kansas City, MO
May 2005	Society of Forensic Toxicologists, Annual Meeting Washington, D.C.
August 2004	Society of Forensic Toxicologists, Annual Meeting Portland, OR
October 2003	Society of Forensic Toxicologists, Annual Meeting Dearborn, MI
October 2002	Midwest Association for Toxicology & Therapeutic Drug Monitoring Annual Meeting; Kansas City, MO
May 2000	National Laboratory Certification Program, NLCP Workshop Research Triangle Park, NC
April 1999	Society of Forensic Toxicologists, Annual Meeting Salt Lake City, UT

PUBLICATIONS AND PRESENTATIONS

- 2003 William Seiter, Russell Robinson, Tiffany Porter, Barbara Rowland, Dawn Hahn, Michael Lehrer, Lance Presley. Opiate Prevalence in Oral Fluid. Poster Presentation, SOFT, Oct. 2003 Annual Meeting; Portland, OR.
- 2003 Lance Presley, Michael Lehrer, William Seiter, Dawn Hahn, Barbara Rowland, Melissa Smith, Keith Kardos, Dean Fritch, Sal Salamone, R. Sam Niedbala, Edward Cone. High Prevalence of 6-acetylmorphine in Morphine-Positive Oral Fluid Specimens, Forensic Science International, 133: 22 – 25 (2003).
- April 2003 Lance Presley, Michael Lehrer, William Seiter, Dawn Hahn, Barbara Rowland, Melissa Smith, Keith Kardos, Dean Fritch, Sal Salamone, R. Sam Niedbala, Edward Cone. High Prevalence of 6-acetylmorphine in Morphine-Positive Oral Fluid Specimens, Forensic Science International, 133: 22 – 25 (2003).
- October 1997 Dawn M. Hahn, Alan E. Davis; Semi-Automated Urine Extraction by a Hamilton 2200 Microlab Extraction Unit; Society of Forensic Toxicologists, Oral Presentation, Annual Meeting; Salt Lake City, UT

References available upon request.

Curriculum Vitae
BARBARA JO ROWLAND

Quest Diagnostics, Inc.
10101 Renner Boulevard
Lenexa, KS 66219
(913) 577-1828; Fax: (913) 859-6932
E-mail: barbara.rowland@labone.com

EDUCATION

- 1988 **Master of Public Administration, Health Services Administration**
University of Memphis
- 1982 **Bachelor of Science; Medical Technology**
University of Tennessee

EXPERIENCE

- Feb. 2006 - Present **Director, Laboratory Operations and Responsible Person**
Quest Diagnostics, Inc.; Lenexa, KS (formerly LabOne, Inc.)
Responsibilities include: preparing and maintaining standard operating procedures for drug testing (including urine, oral fluids and hair); establish training protocol for personnel; ensure analytical methods are validated; establish acceptable performance limits on QC; ensure the laboratory follows HHS Guidelines for regulated testing; Responsible for corrective actions implemented for proficiency testing or inspection issues; Responsible for toxicology budget.
- Sept 2001 - Feb. 2006 **Vice-President and Responsible Person, Toxicology**
LabOne, Inc.; Lenexa, KS
Responsible for daily operations of forensic urine drug testing laboratory.
Product Manager for LIS and Web Stats/Results.
- May 2001- Sept 2001 **Laboratory Director-General Manager**
Laboratory Corporation of America; Research Triangle Park, NC
- 1996 – May 2001 **Laboratory Director and Responsible Person**
Laboratory Corporation of America; Memphis, TN
- 1992 – 1996 **Laboratory Manager**
Laboratory Corporation of America; Southaven, MS
Quality Control Manager & Certifying Scientist
- 1990 – 1992 **Extraction/Derivatization Supervisor**
Med Express/ National Laboratory Center; Memphis, TN

1982 – 1990

Assistant Supervisor

Clinical Chemistry Laboratory LeBonheur
Children's Medical Center; Memphis, TN

PROFESSIONAL MEMBERSHIPS AND CERTIFICATIONS

Inspector	National Laboratory Certification Program (Team Leader)
Inspector	College of American Pathologists Forensic Urine Drug Testing Program (Team Leader) Clinical Laboratory Accreditation Program
Member	Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Substance Abuse Prevention Drug Testing Advisory Board (DTAB)
Member	Society of Forensic Toxicologists (SOFT)
Member	Midwest Association for Toxicology and Therapeutic Drug Monitoring (MATDM) President 2004 – 2005 Vice President 2003 – 2004
Toxicological Chemist	National Registry of Certified Chemists (NRCC)
Lab Supervisor	New York City Department of Health
Lab Supervisor	Nevada State Department of Health
Medical Technologist	American Society of Clinical Pathologists (ASCP)

PROFESSIONAL MEETINGS

October 2010	Society of Forensic Toxicologists, Annual Meeting Richmond, VA
October 2009	Society of Forensic Toxicologists, Annual Meeting Oklahoma City, OK
October 2008	Society of Forensic Toxicologists, Annual Meeting Phoenix, AZ
October 2007	Society of Forensic Toxicologists, Annual Meeting RTP, NC
October 2005	Society of Forensic Toxicologists, Annual Meeting

	Nashville, TN
May 2005	Midwest Association for Toxicology and Therapeutic Drug Monitoring Annual Meeting Kansas City, MO
August 2004	Society of Forensic Toxicology, Annual Meeting Washington, DC
October 2003	Society of Forensic Toxicology, Annual Meeting Portland, OR
April 2003	Midwest Association for Toxicology and Therapeutic Drug Monitoring, Annual Meeting Lansing, MI
February 2003	American Academy of Forensic Science, Annual Meeting Chicago, IL
October 2002	Society of Forensic Toxicology, Annual Meeting Dearborn, MI
February 2002	American Academy of Forensic Science, Annual Meeting Atlanta, GA

PUBLICATIONS AND PRESENTATIONS

2005	Presenter, Developments in Oral Fluids Analysis, Special Session, Annual Meeting of the American Academy of Forensic Sciences, New Orleans.
2003	William Seiter, Russell Robinson, Tiffany Porter, Barbara Rowland, Dawn Hahn, Michael Lehrer, Lance Presley. Opiate Prevalence in Oral Fluid. Poster Presentation, SOFT, Oct. 2003 Annual Meeting; Portland, OR.
2003	Lance Presley, Michael Lehrer, William Seiter, Dawn Hahn, Barbara Rowland, Melissa Smith, Keith Kardos, Dean Fritch, Sal Salamone, R. Sam Niedbala, Edward Cone. High Prevalence of 6-acetylmorphine in Morphine-Positive Oral Fluid Specimens, Forensic Science International, 133: 22 – 25 (2003).
1999	Barbara J. Rowland, Dale Gabrielson, William R. Lynn, Lance Presley, Elizabeth S. Keith. 1999. Effect of Implementation of 2000 ng/mL Opiate Cutoff for DHHS Regulated Specimens.

- 1999 Childs, Paula, Ph.D., Barbara J. Rowland, MPA, Elizabeth S. Keith, Ph.D., William R. Lynn, Ph.D., Roger R. Rutter, BS, William B. Keith, Ph.D., Effect of 300 vs 2000 ng/mL Opiate Cutoff on DHHS Urine Specimens Reported Positive, Oral Presentation, AAFS, Feb. 1999 Annual Meeting; Orlando, FL.
- 1998 Lynn, W. R., E. S. Keith, R. L. Rutter, B. Rowland, and W. B. Keith. 1998. Timeline Comparison of GC/MS values for THCA in DHHS Regulated Specimens 1994 vs. 1997. Therapeutic Drug Monitoring and Clinical Toxicology Division – Newsletter American Association for Clinical Chemistry, 13:6-8.
- 1996 E. S. Keith, W. R. Lynn, B. Rowland J. Irving, and W. B. Keith. 1996. GC/MS Values for THCA in DHHS Regulated Specimens. Poster Presentation, Society of Forensic Toxicology Annual Meeting; Denver, CO.
- 1994 Rowland B. J., J. Irving, and E. S. Keith, 1994. Increased Detection of Marijuana Usage with a 50 ng/mL Cutoff. Journal of Clinical Chemistry, 40:2114-2115.

References available upon request.

CURRICULUM VITAE

NAME: ANNE K. ROBERTS

ADDRESS: 10101 Renner Boulevard
Lenexa, KS 66219
913-888-1770

EDUCATION: Bachelor of Science, Major – Biology, Minor – Chemistry
University of Missouri, Kansas City, MO, 1987

EXPERIENCE:

September 2010 to Present Quest Diagnostics, Inc., formerly LabOne, Inc., Lenexa, KS
Responsible Person/ Lab Manager- Certification

*Responsible for daily operations of forensic urine drug testing laboratory.
Focus on negative and non-negative certification.*

August 2010 to September 2010 Quest Diagnostics, Inc., formerly LabOne, Inc., Lenexa, KS
Responsible Person / Non-negative Certification Supervisor

*Responsible for daily operations of forensic urine drug testing laboratory.
Focus on non-negative certification.*

August 2006 to August 2010 Quest Diagnostics, Inc., formerly LabOne, Inc., Lenexa, KS
Alternate Responsible Person/ Non-negative Certification Supervisor

*Responsible for daily operations of forensic urine drug testing laboratory.
Focus on non-negative certification.*

Mar 2004 to August 2006 Quest Diagnostics, Inc., formerly LabOne, Inc., Lenexa, KS
Section Supervisor of Certification

Responsibilities include evaluation of non-negative certifying scientists, co-ordination of area procedures and certifying data for drugs of abuse. Also responsible for evaluation of negative certifying scientist supervisors and non-negative certifying scientist team-lead.

Jan 2001 to Mar 2004 LabOne, Inc., Lenexa, KS
Supervisor of Non-Negative Certifying Scientists

Responsibilities include evaluation of non-negative certifying scientists, co-ordination of area procedures and certifying data for drugs of abuse.

May 1999 to LabOne, Inc., Overland Park, KS

December 2000 Certifying Scientist

Responsibilities as certifying scientist involve reviewing and certifying the screening and confirmation data for drugs of abuse.

December 1994 to LabOne, Inc., Overland Park, KS
April 1999 GC/MS Operator / Certifying Scientist

Responsibilities as GC/MS Operator/Certifying Scientist include data review and gas chromatography/mass spectrometry maintenance on HP 5970 and HP 5971 with Pascal and UNIX; certify and review Federal / Non-Federal urine samples.

October 1993 to LabOne, Inc., Overland Park, KS
December 1994 Screening Analyst/Extraction Tech

Responsibilities as screening analyst involve screening of drugs of abuse for the toxicology department. Performed various methods of extraction for analysis of drugs of abuse on the GC/MS as an extraction tech.

October 1987 to LabOne, Inc., Overland Park, KS
October 1993 Senior Lab Technologist

Responsibilities as senior lab technologist involved performing various urinalysis testing and oversight of quality control for those tests. Also supervised production and time management of benches as well as personnel assigned to those areas.

PROFESSIONAL SKILLS:

- *Trained and experienced on many automated chemistry devices including the Chem 1, Olympus AU5000, Olympus Reply, and TDX instruments.*
- *Able to perform extraction methods for all NIDA five drugs of abuse.*
- *Good experience with chains of custody and specimen integrity.*
- *Extensive experience in ELISA and various other testing methods.*

TRAINING, CONTINUING EDUCATION AND CONFERENCE PARTICIPATION:

October 2002 S.O.F.T. Annual Meeting and Workshops, Dearborn, MI

Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)

October 2007 S.O.F.T. Annual Meeting and Workshops, Research Triangle Park, NC

Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)

October 2008 S.O.F.T. Annual Meeting and Workshops, Phoenix, AZ

Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)

October 2009 S.O.F.T. Annual Meeting and Workshops, Oklahoma City, OK

Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)

October 2010 S.O.F.T. Annual Meeting and Workshops, Richmond, VA

Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)

October 2011 S.O.F.T. Annual Meeting and Workshops, San Francisco, CA

Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)

PROFESSIONAL MEMBERSHIPS:

- Diplomat – Forensic Toxicologist Certification Board (FTCB)

Curriculum Vitae**NAME:** MARK WUEST**ADDRESS:** Quest Diagnostics, Inc.
10101 Renner Blvd
Lenexa, KS 66219
913-895-2471**EDUCATION**Bachelor of Science, Major - Microbiology
The Ohio State University - Columbus, Ohio**EXPERIENCE:**

- September 2010 to Present **Laboratory Manager, Confirmations Department**
Quest Diagnostics, Inc. – Lenexa, KS (formerly LabOne)
- ❖ *Manage supervisors and testing personnel in the extraction and GC/MS areas.*
 - ❖ *Write and revise SOP's for the department, method validations, coordinate testing and evaluation of proficiency testing surveys, oversee training of confirmation staff, certify screening and confirmation data as needed.*
- August 2010 to Present **Responsible Person**
Quest Diagnostics, Inc. - Lenexa, KS (formerly LabOne)
- ❖ *Responsible for daily operations of forensic drug testing laboratory. Laboratory tests for drugs of abuse in urine, oral fluids and hair.*
- August 2006 to August 2010 **Alternate Responsible Person**
Quest Diagnostics, Inc. - Lenexa, KS (formerly LabOne)
- ❖ *Responsible for daily operations of forensic drug testing laboratory.*
- June 2007 to September 2010 **Supervisor, Confirmations Department**
Quest Diagnostics, Inc. – Lenexa, KS (formerly LabOne)
- ❖ *Manage supervisors and testing personnel in the extraction and GC/MS areas.*
 - ❖ *Write and revise SOP's for the department, method validations, coordinate testing and evaluation of proficiency testing surveys, oversee training of confirmation staff, certify screening and confirmation data as needed.*
- January 2005 to July 2007 **Supervisor, Non-Negative Certifying Scientists**
Quest Diagnostics, Inc. - Lenexa, KS (formerly LabOne)
- ❖ *Review and certify test results of initial screen and confirmation tests of urine drug screens, oral fluid drug screens and blood alcohols.*
 - ❖ *Provide technical oversight to the Non-Negative Certification area.*
 - ❖ *Consult with clients and physicians regarding testing and results.*
- June 2004 to January 2005 **Team Lead, Non-Negative Certifying Scientists**
LabOne, Inc. – Lenexa, KS
- ❖ *Review and certify test results of initial screen and confirmation tests of urine drug screens, oral fluid drug screens and blood alcohols.*
 - ❖ *Provide technical leadership and direct workflow in the Non-Negative Certification area.*
 - ❖ *Consult with clients and physicians regarding testing and results.*

- November 2000 to April 2004 **Responsible Person (RP)/Chief Certifying Scientist**
 Alliance Laboratory Services- Cincinnati, Ohio
- ❖ *Manage daily operations of HHS/SAMHSA certified forensic urine drug testing laboratory.*
 - ❖ *Write and revise SOP manual.*
 - ❖ *Oversee training and education of personnel; quality assurance/quality control; analytical methods and method validation.*
 - ❖ *Serve as expert witness for urine drug testing and blood alcohol cases.*
 - ❖ *Perform duties of certifying scientist and quality control coordinator.*
 - ❖ *Assumed RP duties June 2000.*
- December 1999 to November 2000 **Alternate RP/Certifying Scientist**
 Alliance Laboratory Services- Cincinnati, Ohio
- ❖ *Supervisor of accessioning staff, positive and negative certifying scientists.*
 - ❖ *Perform duties of certifying scientist and quality control coordinator.*
- June 1997 to December 1999 **Certifying Scientist/Quality Control Coordinator**
 Alliance Laboratory Services- Cincinnati, Ohio
- ❖ *Certify positive and negative drug screens in HHS/SAMHSA certified laboratory.*
 - ❖ *Supervise GC/MS and immunoassay testing.*
 - ❖ *Supervise the quality control program for the forensic drug testing.*
 - ❖ *Consult with clients and physicians regarding testing and results.*
- January 1993 to June 1997 **Toxicology Supervisor**
 Jewish Hospital Laboratory - Cincinnati, Ohio
 (Lab changed name to Alliance Laboratory Services, Health Alliance 1/97)
- ❖ *Supervise 2nd shift operation of forensic drug testing (accessioning, screening and confirmations) in HHS/SAMHSA certified laboratory and clinical toxicology laboratory.*
 - ❖ *Certify negative drug screens.*
 - ❖ *Review results of clinical toxicology tests.*
- March 1989 to December 1992 **Laboratory Manager/Technical Supervisor**
 Toxicology Associates, Inc. - Columbus, Ohio
- ❖ *Manage daily operations of clinical/forensic toxicology lab.*
 - ❖ *Review results and reports of testing.*
 - ❖ *Supervise quality control and quality assurance.*
 - ❖ *Supervise technical, clerical and support personnel.*
- September 1987 to March 1989 **Laboratory Technologist**
 Toxicology Associates, Inc. – Columbus, Ohio
- ❖ *Perform drug screens and quantitative drug analysis on blood and urine specimens using GC/MS, GC, TLC, HPLC, FPIA, EMIT and Spectrophotometry.*

TRAINING, CONTINUING EDUCATION AND CONFERENCE PARTICIPATION:

- April 1992 **Varian Instruments - Wood Dale, Illinois**
Saturn GC/MS Operation - theory and practice
- March 1998 Olympus - Irving, Texas
 AU600 Operation
- 2001 to 2004 Drug and Poison Information Center (DPIC)
 Cincinnati Children's Hospital Medical Center (CHMC)

RFS#S060252-ML

Weekly Toxicology C. E. and Case Conferences with CHMC and University Hospital ER physicians, toxicologists and Pharm. D.'s.

October 2001 S.O.F.T. Annual Meeting, New Orleans, LA

Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)
- Herbal Medicine
- Urine Testing and Human Performance
- Expert Witness Testimony
- Adulterant Testing

October 2002 S.O.F.T. Annual Meeting, Dearborn, MI

Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)
- SPE Scientific Theory and Applications
- MS/MS: Ion Traps or Triple Quads – How to Decide

October 2003 S.O.F.T. Annual Meeting and Workshops, Portland, OR

Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)
- Practical Applications for LCMS in Routine Toxicology
- Forensic Toxicology of Methadone
- Developments in Federally Regulated Drug Testing
- Toxicology in the Emergency Room

October 2007 S.O.F.T. Annual Meeting and Workshops, Research Triangle Park, NC

Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)

October 2008 S.O.F.T. Annual Meeting and Workshops, Phoenix, AZ

Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)
- Overview of Biomarkers of Alcohol Testing
- Applications of LC-MS in Human and Veterinary Toxicology

PROFESSIONAL MEMBERSHIPS:

- Diplomate – Forensic Toxicologist Certification Board (FTCB)
- Society of Forensic Toxicologists (SOFT)
- Midwest Association for Toxicology and Therapeutic Drug Monitoring (MATT)

CURRICULUM VITAE**NAME: M. SHANE MORRIS****ADDRESS:** 10101 Renner Blvd
Lenexa, KS 66219
800-877-7484**EDUCATION:** Bachelor of Science, Cellular Biology
University of Kansas, Lawrence, KS 1997**EXPERIENCE:**Feb 2012 to **Alternate Responsible Person**
Present Quest Diagnostics, Lenexa, KSNov 2010 to **Non-Negative Certification Supervisor**
Present Quest Diagnostics, Lenexa, KS
*Responsibilities include evaluation of non-negative certifying scientists, co-ordination of area procedures and certifying data for drugs of abuse.*Dec 2009 to **Non-Negative Certifying Scientist, Forensic Drug Testing**
Nov 2010 Quest Diagnostics, Lenexa, KS
*Responsibilities as certifying scientist involve reviewing/certifying the screening, confirmation (GC/MS) and specimen validity data for drugs of abuse*June 2008 to **Technical Supervisor**
Nov 2009 Oncimmune LLC, DeSoto, KS
*Supervise laboratory, which includes scheduling, writing SOPs, performance reviews, staffing, insuring CLEA guidelines are followed, as well as resolving technical issues with ELISA assays.*Aug 2007 to **Research Scientist, Research & Development**
June 2008 Quest Diagnostics, Lenexa, KS
*Assay development and Reagent production, which includes optimizing assays and trouble shooting assay problems as they occur. Prepare reagents and coat EIA plates along with QC before releasing to clinical lab for production.*June 2004 to **Non-Negative Certifying Scientist, Forensic Drug Testing**
Aug 2007 LabOne, Inc./Quest Diagnostics, Lenexa, KSApril 2003 to **GCMS Operator, Forensic Drug testing Laboratory**
May 2004 Clinical Reference Lab, Lenexa, KS

December 2001 to **Laboratory Technologist**
April 2003 *LabOne*, Inc., Lenexa, KS

July 1997 to **Lead Tech in Research and Development**
Dec 2001 Osborn Laboratories, Olathe, KS

TRAINING, CONTINUING EDUCATION AND CONFERENCE PARTICIPATION:

October 2011 S.O.F.T. Annual Meeting and Workshops, San Francisco, CA
Workshops

- HHS/NLCP Lab Director and Inspector (by NLCP)

CERTIFICATIONS/MEMBERSHIPS:

Diplomate of Forensic Toxicologist Certification Board (FTCB)
Forensic Drug Toxicology

State of Nevada Department of Health and Human Services
Specialty Technologist-Chemistry/Toxicology

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Travis County



By: Dana Richie – President
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: October 10, 2012

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Funds Verified By:

County Auditor

Approved by Purchasing:

Cyd Grimes, C.P.M., Purchasing Agent

|

ATTACHMENT A
SCOPE OF SERVICES

(Part II of the RFS and changes resulting from negotiations will be inserted and made a part of this Contract at the time of Contract Award)

ATTACHMENT B
FEE SCHEDULE

(Part II of the RFS and changes resulting from negotiations will be inserted and made a part of this Contract at the time of Contract Award)

CONTRACTOR:

By: *Dana Richie*
Its Duly Authorized Agent

Printed Name: Dana Richie

Title: President

Date: October 10, 2012

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

Date: _____

County Approvals:
As to Legal Form:

Assistant County Attorney

Date: _____

Funds Certified By:

Susan Spataro, County Auditor

Date: _____

Purchasing:

Cyd Grimes, Purchasing Agent

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: Patrick Strittmatter, 4-1183

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE CONTRACT AWARD FOR TRAVIS COUNTY CORRECTIONAL COMPLEX BUILDING 140 ROOF REPLACEMENT, IFB NO. 1210-001-PS, TO THE LOW BIDDER, QA CONSTRUCTION SERVICES, INC.

- **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.

This project primarily consists of a roof replacement for Building 140 in the Travis County Correctional Complex.

Subject IFB was opened November 7, 2012, with four (4) bids received in response to the solicitation. The Sheriff's Office has reviewed the bids and recommends, and Purchasing concurs with the award of the contract to the low bidder, QA Construction Services, Inc. for a total of \$538,745.00. The total consists of the base bid of \$485,000.00, the Alternate 1 bid of \$26,995.00 (Apply joint sealant at exterior windows), and the Alternate 2 bid of \$26,750.00 (Pressure wash and seal exterior masonry).

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

- **Contract-Related Information:**

Award Amount: \$538,745.00

Contract Type: Construction

Contract Period: 120 working days

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:**

Solicitations Sent: 41

Responses Received: 4

HUB Information: No*

% HUB Subcontractor: 0.00%

*Contractor is not a HUB and will be self-performing the project work with materials being supplied by non-HUB subcontractors.

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Shopping Cart in SAP: 1000002102

Cost Center(s): 1378000001

Comments:

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

JAMES N. SYLVESTER
Chief Deputy



GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Patrick Strittmatter, Construction A & E Procurement Specialist
Via: Marvin Brice, CPPB, Assistant Purchasing Agent
FROM: Mark Stefanov, P.E. 
DATE: November 14, 2012
SUBJECT: Award Recommendation Memo for 1210-001-PS

This is the Award Recommendation for the TCCC B140 (2) Roof Replace. It should be awarded to the low bidder, QA Construction Services, Inc. This recommendation includes the base bid and alternates #1 and #2 for a total of \$538,745.00. The contingency should cover the probable additional unit costs and will be addressed via change order. If additional funding is found, a change order may be created to cover Alternate #3. The liquidated damages for not meeting substantial completion will be \$100 per day.

Square Feet:	37,100
TOTAL PROJECT BUDGET:	\$605,000
Design:	\$39,954
Testing	\$5,000
Repairs:	\$538,745
4% Contingency	\$21,301
Construction+ 4%:	\$560,046
Contingency used	\$0
	\$605,000
\$/Sq.Ft.:	\$16

Sheriff's Office Work Order number: **235261**
Sheriff's Office MicroMain Request number: **5738**
Shopping Cart number: **1000002102**
Cost Center: **1378000001**
Estimated schedule: **120 Days**

Please contact me with any questions at 45321. Your assistance in this matter will be greatly appreciated.

CC: Sheriff's Office Engineer's File
Ron Rizzato (memo only)
Major Long (memo only)



Safety, Integrity, Tradition of Service

Bid #1210-001-PS - Travis County Correctional Complex (TCCC) B140 (2) Roof Replacement

Creation Date Oct 8, 2012

End Date Nov 7, 2012 2:00:00 PM CST

Start Date Oct 17, 2012 7:46:50 AM CDT

Awarded Date Not Yet Awarded

1210-001-PS--01-01 TCCC B140 (2) Roof Replacement Base Bid					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
OA CONSTRUCTION SERVICES, INC.	First Offer - \$485,000.00	1 / lump sum	\$485,000.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes: Type Bid Amount in Words:		
A.D. WILLIS CO., INC.	First Offer - \$539,320.00	1 / lump sum	\$539,320.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes: Type Bid Amount in Words:		
CS ADVANTAGE USAA, INC. [Ad]	First Offer - \$670,000.00	1 / lump sum	\$670,000.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes: Type Bid Amount in Words:		
Rain Seal Master Roofing & Sheet Metal, Inc.	First Offer - \$785,500.00	1 / lump sum	\$785,500.00	Y	Y
Product Code: Unit Amount Text: Seven Hundred Eight Five Thousand Five Hundred Dollars Total Amount Text: Seven Hundred Eighty Five Thousand Five Hundred Dollars Agency Notes:			Supplier Product Code: Base Bid Amount Supplier Notes: Type Bid Amount in Words: Seven Hundred Eighty Five Thousand Five Hundred Dollars		
Rain Seal Master Roofing & Sheet Metal, Inc.	Alt 4 - \$8.50	1 / lump sum	\$8.50		Y
Product Code: Unit Amount Text: Eight Dollars and Fifty Cents Total Amount Text: Eight Dollars and Fifty Cents Agency Notes: Is 1 of 3 Bid Unit Prices. Vendor did not submit Bid Proposal Worksheet.			Supplier Product Code: U1-Unit Price 1 Supplier Notes: Type Bid Amount in Words: Eight Dollars and Fifty Cents Replacement of Damaged Existing Wood Nailers		
Rain Seal Master Roofing & Sheet Metal, Inc.	Alt 6 - \$9.50	1 / lump sum	\$9.50		Y
Product Code: Unit Amount Text: Nine Dollars and Fifty Cents Total Amount Text: Nine Dollars and Fifty Cents Agency Notes: Is 1 of 3 Bid Unit Prices. Vendor did not submit Bid Proposal Worksheet.			Supplier Product Code: U3-Unit Price 3 Supplier Notes: Type Bid Amount in Words: Nine Dollars and Fifty Cents REplacement of Water Damaged Insulation on Area #1		
Rain Seal Master Roofing & Sheet Metal, Inc.	Alt 5 - \$65.00	1 / lump sum	\$65.00		Y
Product Code: Unit Amount Text: Sixty Five Dollars Total Amount Text: Sixty Five Dollars Agency Notes: Is 1 of 3 Bid Unit Prices. Vendor did not submit Bid Proposal Worksheet.			Supplier Product Code: U2-Unit Price 2 Supplier Notes: Type Bid Amount in Words: Sixty Five Dollars Replacement of Damaged Concrete Decking		
Rain Seal Master Roofing & Sheet Metal, Inc.	Alt 2 - \$25,500.00	1 / lump sum	\$25,500.00		Y
Product Code: Unit Amount Text: Twenty Five Thousand Five Hundred Dollars Total Amount Text: Twenty Five Thousand Five Hundred Dollars Agency Notes: Is 1 of 3 Bid Alternates. Vendor did not submit Bid Proposal Worksheet.			Supplier Product Code: A2-Alternate #2 Supplier Notes: Type Bid Amount in Words: Twenty Five Thousand Five Hundred Dollars Pressure wash and seal masonry		
Rain Seal Master Roofing & Sheet Metal, Inc.	Alt 1 - \$28,500.00	1 / lump sum	\$28,500.00		Y
Product Code: Unit Amount Text: Twenty Eight Thousand Five Hundred Dollars Total Amount Text: Twenty Eight Thousand Five Hundred Dollars Agency Notes: Is 1 of 3 Bid Alternates. Vendor did not submit Bid Proposal Worksheet.			Supplier Product Code: A1-Alternate #1 Supplier Notes: Type Bid Amount in Words: Twenty Eight Thousand Five Hundred Dollars Joint Sealant at exterior windows		

Rain Seal Master Roofing & Sheet Metal, Inc.	Alt 3 - \$59,000.00	1 / lump sum	\$59,000.00	Y
Product Code: Unit Amount Text: Fifty Nine Thousand Dollars Total Amount Text: Fifty Nine Thousand Dollars Agency Notes: Is 1 of 3 Bid Alternates. Vendor did not submit Bid Proposal Worksheet.		Supplier Product Code: A3-Alternate #3 Supplier Notes: Type Bid Amount in Words: Fifty Nine Thousand Dollars Furnish and Install Rolling Overhead Security Door		

Supplier Totals

OA CONSTRUCTION SERVICES, INC.		\$485,000.00
Bid Contact MARCOS GUTIERREZ mq@gasystems.com Ph 512-637-6120 Fax 512-637-8811	Address 5811 Blue Bluff Road AUSTIN, TX 78724	
Agency Notes:	Supplier Notes:	
A.D. WILLIS CO., INC.		\$539,320.00
Bid Contact BENNY OGLE benny.ogle@adwillis.com Ph 512-385-3993	Address 4266 FELTER LANE AUSTIN, TX 78744	
Agency Notes:	Supplier Notes:	
CS ADVANTAGE USAA, INC. [Ad]		\$670,000.00
Bid Contact OSCAR GALVAN o_ggalvan@hotmail.com Ph 210-771-0720 Fax 210-579-2157	Address P.O. BOX 12407 COLLEGE STATION, TX 77842	
Agency Notes:	Supplier Notes:	
Rain Seal Master Roofing & Sheet Metal, Inc.		\$785,500.00
Bid Contact Juan Lozano, Sr. ramon@rsminc1.com Ph 361-576-0926	Address 2306 Port Lavaca Dr. Victoria, TX 77901	
Qualifications CISV HUB MBE SB TX Bid Notes Please look at the Alternate Amounts individually. If any are taken. Please disregard the Alternate Base price Differential calculations, bidsync system calculates the alternates in a different manor.		
Agency Notes:	Supplier Notes: Please look at the Alternate Amounts individually. If any are taken. Please disregard the Alternate Base price Differential calculations, bidsync system calculates the alternates in a different manor.	

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

**AGREEMENT FOR CONSTRUCTION SERVICES
CONTRACT NO. 4400001088**

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and QA Construction Services, Inc. (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the Travis County Correctional Complex Building 140 Roof Replacement (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Proposal, General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or attached Plans, and Specifications; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and/or attached Plans, and Specifications marked "Travis County Correctional Complex (TCCC) B140 (2) Roof Replacement"), IFB No. 1210-001-PS are all incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **120 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$100.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of **\$538,745.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$315,445.00** for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) **\$223,300.00** for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Sheriff's Office, the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

IN WITNESS WHEREOF, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

QA CONSTRUCTION SERVICES, INC.

By: 
Name: KEVIN CARLSON
Title: MANAGER
Date: 11/15/12

Cyd V. Grimes, C.P.M., CPPO,
Travis County Purchasing Agent

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

COPY



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Slaughter Lane Goodnight Phase I Project, IFB No. B1208-004-JW, to the low bidder, DNT Construction, LLC.

- **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.
- The Slaughter Lane Goodnight Phase I project consists of a two-lane extension of Slaughter Lane from its current terminus at Bluff Springs Rd., eastward approximately 4,450 feet to the intersection of the proposed extension of Vertex Blvd., including all earthwork, paving and drainage facilities.
- Subject IFB opened on September 28, 2012, with five (5) bids received in response to the solicitation. The apparent low bidder is DNT Construction, LLC with a base bid of \$3,485,162.14.
- TNR is recommending for contract award DNT Construction, LLC for the Base Bid amount of \$3,485,162.14.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$3,485,162.14
 - Contract Type: Construction
 - Contract Period: 218 working days after issuance of notice-to-proceed.

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:**

Solicitations Sent: via Bidsync

Responses Received: 5

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 5.3%

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000183

Fund Center(s): 1490190000

Comments:

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

November 2, 2012

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, P.E., County Executive-TNR

Subject: Slaughter Lane-Goodnight Roadway Construction Project, Phase One, 2005 Bond,
Contract #B1208-004-JW, Construction Contract Award

TNR Public Works Division has reviewed the bids submitted by five contractors that responded to the bid solicitation request for the construction of Phase One of the project, and recommends award of the contract to the apparent low bidder, DNT Construction, Inc. for a total of \$3,485,162.14.

The bid proposal includes two items, totaling \$39,642.70 that are the responsibility of the developer, AGR, who is building the other two lanes, through a public, private partnership agreement with the County. The developer has already reimbursed the County for this amount.

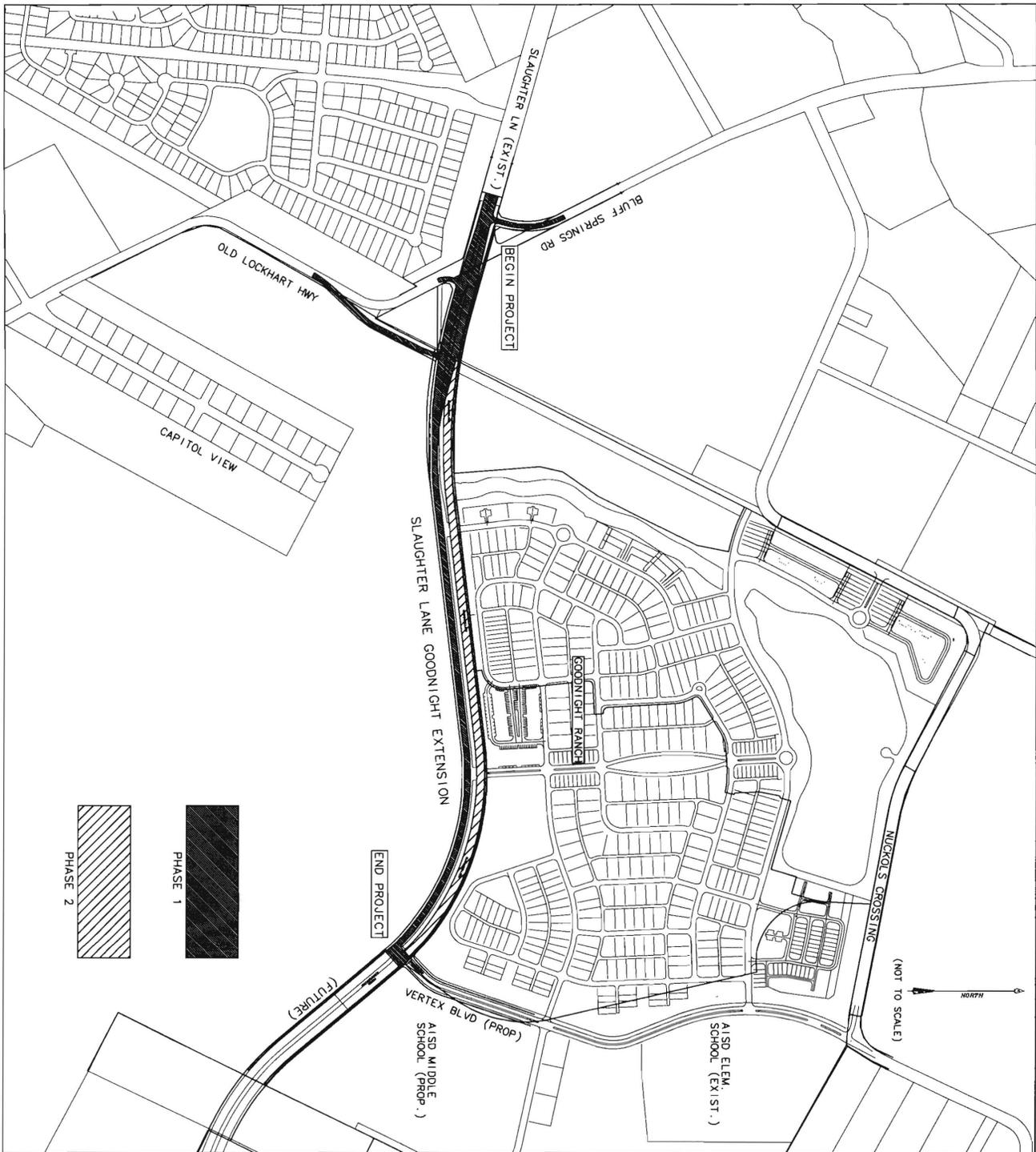
The financial information pertaining to this project is as follows:

WBS Element: RDCN.149.000004
FRD: 0300000183
Fund: 4054
Fund Center: 1490190000
G/L: 521040

Required authorizations:
Jessica Rio, PBO

Attachments:
Bid tabulation form
Project Location Map

CC: Cyd Grimes, Purchasing Agent
Jason Walker, Purchasing
Steve Sun, Mo Mortazavi, Donna Williams-Jones, Tawana Gardner



**SLAUGHTER LANE GOODNIGHT
PHASES 1 & 2
EXHIBIT B**

HANRAHAN • PRITCHARD ENGINEERING, INC.
 CONSULTING ENGINEERS
 (TX. PE FIRM REG. #416)
 8333 Cross Park Drive
 AUSTIN, TEXAS 78754
 OFFICE: 512.459.4734 FAX: 512.459.4752
 info@hp-eng.com



File: Projects\SLAUGHTER LANE GOODNIGHT PHASE 1\DWG\HET\SLAUGHTER GOODNIGHT EX B		SHEET	
Job No. 000-00	Snapshot EXHIBIT B	01 of 01	
Scale (Hor): NTS	Scale (Vert): N/A		
Date: 5-9-12	Checked By: LMH	Drawn By: LH	

PROJECT: SLAUGHTER LANE EAST GOODNIGHT PHASE 1, IFB NUMBER B1208-004-JW

BID TABULATION

Date Prepared: 3-Oct-12

Bid Item	Pay Item No.	S.P. No.	S.S. No.	Description	Unit	QTY	ENGINEER'S ESTIMATE			DNT CONSTRUCTION			RGM CONSTRUCT OF TEXAS			CAPITAL EXCAVATION			AUSTIN ENGINEERING CO.			CASH CONSTRUCTION		
							Unit Price Bid	Amount Bid	% Var from Est.	Unit Price Bid	Amount Bid	% Var from Est.	Unit Price Bid	Amount Bid	% Var from Est.	Unit Price Bid	Amount Bid	% Var from Est.	Unit Price Bid	Amount Bid	% Var from Est.	Unit Price Bid	Amount Bid	% Var from Est.
1	100 2001			Preparing ROW, complete and in place	AC	26	\$ 2,000.00	\$66,000.00	\$ 1,557.84	\$43,611.12	-22%	\$ 5,200.00	\$145,600.00	160%	\$ 1,630.00	\$42,200.00	-25%	\$ 2,450.00	\$68,600.00	23%	\$ 3,500.00	\$99,000.00	76%	
2	105 2038			Remove Temporary Asphalt, complete	SY	2911	\$ 14.40	\$41,918.40	\$ 3.78	\$11,003.68	-74%	\$ 7.00	\$20,377.00	-51%	\$ 5.00	\$14,555.00	-65%	\$ 6.00	\$17,466.00	-58%	\$ 6.00	\$17,466.00	-58%	
3	106 2002	001		Obstructed Abandoned Road, complete	SY	4886	\$ 5.00	\$23,440.00	\$ 2.92	\$13,688.96	-42%	\$ 7.00	\$32,816.00	40%	\$ 2.00	\$9,376.00	-60%	\$ 8.00	\$37,604.00	60%	\$ 8.00	\$37,604.00	60%	
4	110 2004			Excavation (Roadway, Channel & Ponds), complete and in place	CY	12642	\$ 3.00	\$37,926.00	\$ 4.14	\$52,337.88	39%	\$ 5.00	\$63,210.00	67%	\$ 8.00	\$101,136.00	167%	\$ 4.30	\$54,380.60	43%	\$ 4.40	\$55,624.80	47%	
5	132 2006			Embankment (DENS CONT) -Site generated material, complete and in place	CY	12542	\$ 3.50	\$44,247.00	\$ 2.14	\$27,053.88	-39%	\$ 3.60	\$45,111.20	3%	\$ 7.00	\$98,494.00	100%	\$ 4.30	\$54,380.60	23%	\$ 1.90	\$24,018.80	-69%	
6	132 2005			Embankment (DENS CONT) (Type C) -Importation, complete and in place	CY	69807	\$ 10.00	\$698,070.00	\$ 6.94	\$483,540.58	-31%	\$ 8.00	\$559,263.00	-16%	\$ 7.50	\$501,052.50	-28%	\$ 16.00	\$1,102,518.00	86%	\$ 7.50	\$49,691.10	-27%	
7	164 2007			Revegetation, complete and in place	SY	105976	\$ 1.00	\$108,976.00	\$ 0.86	\$93,461.38	-14%	\$ 0.60	\$63,582.60	-40%	\$ 0.50	\$54,338.00	-38%	\$ 1.10	\$119,943.60	10%	\$ 0.40	\$43,470.40	-60%	
8	169 2001			Soil Retention Blanket (Class 1 TY A), complete and in place	SY	25697	\$ 4.00	\$101,188.00	\$ 0.94	\$27,778.16	-77%	\$ 1.00	\$28,277.00	-76%	\$ 1.20	\$30,356.40	-70%	\$ 1.20	\$30,356.40	-70%	\$ 1.00	\$28,297.00	-75%	
9	216	001		Proof Rolling, complete and in place	SY	30566	\$ 2.00	\$61,132.00	\$ 1.83	\$55,909.68	-9%	\$ 1.00	\$29,590.00	-50%	\$ 0.30	\$9,178.80	-85%	\$ 0.50	\$15,298.00	-75%	\$ 1.00	\$30,596.00	-50%	
10	247 2041			12-inch Flexible Base Gr. 1 TY A (Temp Paving Areas), complete and in place	SY	2911	\$ 12.00	\$34,932.00	\$ 9.56	\$27,829.16	-20%	\$ 12.00	\$34,932.00	0%	\$ 13.00	\$37,843.00	8%	\$ 16.50	\$48,031.50	36%	\$ 11.00	\$32,021.00	-48%	
11	247 2041			8" Flexible Base Gr. 1 TY A (Drive access on Old Lockhart Hwy), complete and in place	SY	2213	\$ 9.00	\$20,007.00	\$ 17.24	\$3,844.52	92%	\$ 11.00	\$2,459.00	22%	\$ 20.00	\$4,460.00	122%	\$ 11.26	\$2,508.76	20%	\$ 13.00	\$2,869.00	8%	
12	247 2041			18-inch Flexible Base Gr. 1 TY A, complete and in place	SY	30566	\$ 17.00	\$520,132.00	\$ 13.81	\$422,530.76	-10%	\$ 16.00	\$480,536.00	-8%	\$ 17.00	\$520,132.00	0%	\$ 22.50	\$698,410.00	32%	\$ 18.00	\$550,728.00	0%	
13	260			8-inch Lime Stabilized Subgrade, complete and in place	SY	30566	\$ 4.50	\$137,882.00	\$ 6.39	\$195,608.44	42%	\$ 6.20	\$189,695.20	36%	\$ 4.75	\$145,331.00	-6%	\$ 4.50	\$137,882.00	0%	\$ 5.00	\$162,980.00	11%	
14	340 2011	001		3-inch HMAC (METH) TY-B Pg 64-22, complete and in place	SY	25191	\$ 13.40	\$337,559.40	\$ 13.86	\$349,651.08	4%	\$ 11.00	\$277,101.00	-18%	\$ 12.25	\$308,699.75	-9%	\$ 12.20	\$307,320.00	-9%	\$ 13.00	\$337,483.00	-3%	
15	340 2034	001		1-1/2 inch HMAC (METH) TY-C Pg 64-22 (Drive access on Old Lockhart Hwy), complete and in place	SY	176	\$ 11.00	\$1,917.60	\$ 18.87	\$3,302.25	133%	\$ 17.00	\$2,875.00	110%	\$ 19.00	\$3,325.00	135%	\$ 18.40	\$3,220.00	127%	\$ 18.00	\$3,150.00	122%	
16	340 2034	001		2-inch HMAC (METH) TY-C Pg 64-22, complete and in place	SY	28102	\$ 8.10	\$228,413.80	\$ 11.10	\$311,839.20	7%	\$ 9.80	\$276,396.80	-10%	\$ 10.50	\$295,071.00	-12%	\$ 10.00	\$295,071.00	-12%	\$ 10.00	\$295,071.00	-12%	
17	354 2001			Pavement Milling & Overlay (Old Lockhart Hwy), complete and in place	SY	2939	\$ 14.40	\$42,192.00	\$ 49.95	\$10,389.60	247%	\$ 86.00	\$12,064.00	303%	\$ 50.00	\$10,400.00	247%	\$ 100.00	\$20,800.00	247%	\$ 100.00	\$20,800.00	247%	
18	402 2001			Trench Safety, complete and in place	LF	1072	\$ 1.00	\$1,072.00	\$ 1.11	\$1,185.92	11%	\$ 1.00	\$1,072.00	0%	\$ 1.00	\$1,072.00	0%	\$ 1.00	\$1,072.00	0%	\$ 0.50	\$536.00	-50%	
19	420 2001			Concrete Flat Work CL A, complete and in place	SF	1456	\$ 6.00	\$8,736.00	\$ 6.54	\$9,522.24	7%	\$ 13.00	\$18,928.00	113%	\$ 7.00	\$10,192.00	16%	\$ 12.50	\$18,200.00	105%	\$ 11.00	\$16,016.00	80%	
20	432			Rock Rubble With Filter Fabric (6-24" Dia. - Well Graded), complete and in place	SY	385	\$ 55.00	\$21,275.00	\$ 26.64	\$9,723.60	-52%	\$ 25.00	\$9,125.00	-56%	\$ 20.00	\$7,000.00	-264%	\$ 50.00	\$18,250.00	-6%	\$ 28.00	\$10,220.00	-49%	
21	432			Rock Rubble With Filter Fabric (3-5" Dia. - Well Graded), complete and in place	SY	180	\$ 42.00	\$7,560.00	\$ 24.42	\$4,517.70	-42%	\$ 23.00	\$4,255.00	-45%	\$ 90.00	\$16,650.00	114%	\$ 19.00	\$3,810.00	-55%	\$ 28.00	\$4,810.00	-30%	
22	432 2030			6-inch Concrete Rip-Rap CL C, complete and in place	SF	3729	\$ 10.00	\$37,290.00	\$ 8.76	\$32,655.00	-19%	\$ 13.00	\$4,836.00	30%	\$ 15.00	\$3,680.00	50%	\$ 12.50	\$4,650.00	26%	\$ 11.00	\$4,092.00	10%	
23	432 2030			Pedestrian Rail (TY FR2), complete and in place	EA	268	\$ 68.00	\$18,224.00	\$ 68.00	\$18,224.00	0%	\$ 68.00	\$18,224.00	0%	\$ 68.00	\$18,224.00	0%	\$ 68.00	\$18,224.00	0%	\$ 68.00	\$18,224.00	0%	
24	462 2011			6' x 4' Box Culvert (MC-16), complete and in place	LF	441	\$ 370.00	\$163,770.00	\$ 236.69	\$104,455.26	-36%	\$ 310.00	\$136,710.00	-16%	\$ 256.00	\$112,896.00	-31%	\$ 390.00	\$171,990.00	6%	\$ 360.00	\$158,760.00	-5%	
25	462 2029			10' x 5' Box Culvert (MC-10-7), complete and in place	LF	460	\$ 700.00	\$322,000.00	\$ 397.76	\$182,065.00	-43%	\$ 370.00	\$101,200.00	-47%	\$ 480.00	\$230,800.00	-31%	\$ 555.00	\$255,300.00	-21%	\$ 540.00	\$248,400.00	-28%	
26	462 2037			12' x 8' Box Culvert (SPC-12), complete and in place	LF	223	\$ 1,150.00	\$256,450.00	\$ 1,717.78	\$160,958.94	-37%	\$ 680.00	\$151,640.00	-41%	\$ 710.00	\$159,330.00	-38%	\$ 850.00	\$212,850.00	-17%	\$ 800.00	\$178,400.00	-30%	
27		SS-1		12x8' Culvert Plug	EA	2	\$ 2,200.00	\$4,400.00	\$ 1,699.50	\$3,399.00	-23%	\$ 4,000.00	\$8,000.00	82%	\$ 2,400.00	\$4,800.00	6%	\$ 7,160.00	\$14,320.00	225%	\$ 6,000.00	\$12,000.00	173%	
28		SS-1		6x4' Culvert Plug	EA	38	\$ 600.00	\$22,800.00	\$ 1,189.35	\$45,059.00	96%	\$ 3,760.00	\$14,290.00	82%	\$ 1,500.00	\$6,000.00	150%	\$ 1,260.00	\$5,040.00	110%	\$ 1,500.00	\$6,000.00	150%	
29	464 2003			18-inch RCP CL III STM, complete and in place	LF	353	\$ 50.00	\$17,650.00	\$ 32.53	\$11,483.09	-16%	\$ 43.00	\$22,300.00	65%	\$ 42.00	\$14,928.00	-6%	\$ 50.00	\$17,650.00	26%	\$ 65.00	\$17,225.00	-3%	
30	464 2005			24-inch RCP CL III STM, complete and in place	LF	400	\$ 50.00	\$20,000.00	\$ 41.32	\$16,528.00	-17%	\$ 66.00	\$26,400.00	32%	\$ 44.00	\$17,600.00	-12%	\$ 61.00	\$24,400.00	22%	\$ 57.00	\$22,800.00	14%	
31	464 2007			30-inch RCP CL III STM, complete and in place	LF	342	\$ 60.00	\$20,520.00	\$ 52.68	\$18,016.56	-12%	\$ 82.00	\$28,040.00	37%	\$ 55.00	\$18,810.00	-8%	\$ 78.00	\$23,676.00	30%	\$ 70.00	\$21,000.00	17%	
32	464 2022			24-inch RCP CL IV STM, complete and in place	LF	577	\$ 55.00	\$31,735.00	\$ 43.44	\$25,064.88	-21%	\$ 82.00	\$47,314.00	48%	\$ 47.00	\$27,119.00	-16%	\$ 64.00	\$35,928.00	16%	\$ 63.00	\$33,351.00	15%	
33	465 2006			Manhole (COMPL) (JUNCT. BOX) (TY M), complete and in place	EA	1	\$ 3,125.86	\$3,125.86	\$ 2,636.99	\$2,536.99	-19%	\$ 3,000.00	\$3,000.00	-6%	\$ 5,000.00	\$5,000.00	60%	\$ 4,600.00	\$4,600.00	47%	\$ 4,000.00	\$4,000.00	28%	
34	466 2006			10-foot Curb Inlet (TY 2), complete and in place	EA	8	\$ 3,750.00	\$30,000.00	\$ 4,190.57	\$20,852.85	10%	\$ 3,100.00	\$15,800.00	-17%	\$ 4,000.00	\$20,000.00	7%	\$ 5,216.00	\$26,088.00	36%	\$ 5,300.00	\$26,400.00	41%	
35	466 2037			1/3 Area Inlet (TY M), complete and in place	EA	1	\$ 2,500.00	\$2,500.00	\$ 1,272.23	\$1,272.23	-49%	\$ 2,400.00	\$2,400.00	-4%	\$ 2,500.00	\$2,500.00	0%	\$ 1,800.00	\$1,800.00	-28%	\$ 2,000.00	\$2,000.00	-20%	
36	466 2051			Wingwall (PW) (H=6 FT MAX)	EA	1	\$ 10,000.00	\$10,000.00	\$ 32,859.02	\$32,859.02	227%	\$ 21,000.00	\$21,000.00	110%	\$ 19,000.00	\$19,000.00	-9%	\$ 16,855.00	\$16,855.00	-69%	\$ 16,000.00	\$16,000.00	60%	
37	466 2056			Wingwall (PW) (H=12.5 FT MAX)	EA	2	\$ 25,000.00	\$50,000.00	\$ 66,158.62	\$132,317.64	165%	\$ 56,000.00	\$112,000.00	124%	\$ 60,000.00	\$120,000.00	100%	\$ 66,350.00	\$132,700.00	165%	\$ 62,000.00	\$124,000.00	148%	
38	466 2057			Wingwall (PW) (H=13.5 FT MAX)	EA	1	\$ 26,000.00	\$26,000.00	\$ 76,406.67	\$76,406.67	205%	\$ 62,000.00	\$62,000.00	139%	\$ 62,000.00	\$62,000.00	139%	\$ 62,978.71	\$62,978.71	104%	\$ 60,000.00	\$60,000.00	208%	
39	466 2065			Headwall (CH-FW 0) (D=24"), complete and in place	EA	1	\$ 2,150.00	\$2,150.00	\$ 3,433.51	\$3,433.51	60%	\$ 2,300.00	\$2,300.00	7%	\$ 2,214.36	\$2,214.36	3%	\$ 2,850.00	\$2,850.00	33%	\$ 3,000.00	\$3,000.00	40%	
40	500 2001			Mobility, complete and in place	LS	1	\$ 50,000.00	\$50,000.00	\$ 186,693.46	\$186,693.46	273%	\$ 160,000.00	\$160,000.00	280%	\$ 460,000.00	\$460,000.00	700%	\$ 35,000.00	\$35,000.00	-30%	\$ 60,000.00	\$60,000.00	90%	
41	502			Street Barricade with Street End Markers (To Remain), complete and in place	EA	1	\$ 885.00	\$885.00	\$ 1,154.40	\$1,154.40	60%	\$ 1,100.00	\$1,100.00	0%	\$ 1,000.00	\$1,000.00	-27%	\$ 1,155.00	\$1,155.00	69%	\$ 1,000.00	\$1,000.00	46%	
42	502 2001			Barricades, Signs & Traffic Handling, complete and in place	MO	110	\$ 8,000.00	\$880,000.00	\$ 1,678.32	\$1,761,362.40	90%	\$ 3,500.00	\$38,500.00	-56%	\$ 1,000.00	\$11,000.00	-88%	\$ 2,000.00	\$22,000.00	-75%	\$ 1			

DRAFT

440001214

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and DNT Construction, LLC (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of SLAUGHTER LANE GOODNIGHT PHASE I in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked SLAUGHTER LANE GOODNIGHT PHASE 1 (B1208-004-JW), all of which are incorporated herein.

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (B1208-004-JW).

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of SLAUGHTER LANE GOODNIGHT PHASE I in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (B1208-004-JW) to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (B1208-004-JW) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the work within 218 working days, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$3,485,162.14 consisting of \$3,460,211.14 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$24,951.00 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is

made for sales tax purposes only. The Contractor must maintain internal records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

DNT Construction

BY: _____

DRAFT

CONTRACTOR NAME
BY: Thomas B. Walcott
President & CEO

TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

TRAVIS COUNTY AUDITOR



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: AUTHORIZE PURCHASING AGENT TO COMMENCE NEGOTIATIONS WITH THE MOST HIGHLY QUALIFIED FIRM, LJA ENGINEERING, INC. FOR ENGINEERING SERVICES IN RESPONSE TO RFQ NO. Q120156-JW, FM 969 IMPROVEMENTS PROJECT (TNR).

- **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.
- This project is for the necessary improvements and widening for FM 969 in two (2) phases. The first phase (approximately 2.1 miles) will begin from FM 3177 (Decker Ln.) to FM 973 and will expand the existing 4-lane road to include a continuous left turn lane, paved shoulders, and a sidewalk on one side of the road from FM 3177 to FM 973. The second phase (approximately 1.9 miles) will continue from FM 973 on to Hunters Bend Rd. and will widen the existing 2-lane road to a 4-lane road plus a continuous left turn lane, paved shoulders, and a sidewalk on one side of the road.
- As a result of a Pass Through Toll Finance Agreement between the County and the Texas Department of Transportation (TxDOT) executed on January 17, 2012, TxDOT will reimburse the County a portion of the project expenses.
- On September 12, 2012, twelve (12) proposals were received for the design of FM 969 Improvements project, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. The three (3) highest rated firms, LJA Engineering, Inc, H. W. Lochner, Inc. (Lochner), URS Corporation were then

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.

interviewed on October 19, 2012.

- As a result of the interviews, TNR recommends the highest rated firm, LJA Engineering, Inc., for this project, and requests authorization to commence negotiations. Attached is TNR's corroborating memo with the necessary matrix showing point totals for each firm.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$TBD
 - Contract Type: A/E
 - Contract Period: 480 calendar days from issuance of NTP
- **Contract Modification Information: N/A**
 - Modification Amount:
 - Modification Type:
 - Modification Period:
- **Solicitation-Related Information:**

Solicitations Sent: 43	Responses Received: 12
HUB Information: N/A	% HUB Subcontractor: 22%
- **Special Contract Considerations:**
 - Award has been protested; interested parties have been notified.
 - Award is not to the lowest bidder; interested parties have been notified.
 - Comments:
- **Funding Information:**
 - Shopping Cart/Funds Reservation in SAP: 300000323
 - Fund Center(s): 1490190000
 - Comments:

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

_____ **Approved**

_____ **Disapproved**

Samuel T. Biscoe
Travis County Judge

Date

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.



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

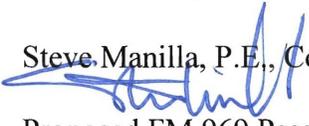
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

November 2, 2012

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM:  Steve Manilla, P.E., County Executive-TNR

SUBJECT: Proposed FM 969 Pass Through Project
RFQ# Q120156-JW
Professional Services Agreement for Engineering Design

The following information is for your use in preparing an agenda item for Commissioners Court action. Please contact either me at ext. 4-9383 or Miguel Villarreal, P.E., Project Manager at ext. 4-7586 if you have any questions or need additional information.

Proposed Motion:

Consider and take appropriate action on TNR's request to negotiate a professional Services Agreement for FM 969 Pass Through Toll Project, in Precinct One with LJA Engineering, Inc.

Summary and Staff Recommendations:

On January 17, 2012, Commissioners Court approved a Pass Through Toll Finance Agreement with TXDOT for widening and improving existing FM969 from FM 3177 to Hunters Bend Road. Purchasing, together with TNR Public Works, developed an RFQ for engineering design services and on September 12, 2012, received proposals from twelve (12) firms. Three TNR staff members evaluated and rated the qualifications of each firm and determined LJA Engineering, Inc., as the highest rated and the most qualified firm for this project.

The professional services agreement will be for the development of construction PS&E and bidding documents for the FM 969 widening and improvements located in East Travis County Precinct One (see attached map). The project includes engineering design for widening existing FM 969 in two phases. The first phase begins on FM 969 from FM 3177(Decker Lane) to FM 973 and the second phase begins on FM 969 from FM 973 to Hunters Bend Road. The design will be coordinated with TxDOT and other stakeholders.

TNR Staff scored the SOQ's submitted by 12 firms and interviewed the three top rated firms. Purchasing combine the scores and determined that LJA Engineering, Inc., is the highest rated. TNR Staff recommends approving Purchasing and TNR to negotiate a Professional

Services Agreement (PSA) with LJA. TNR and Purchasing will present the PSA to Court for approval after completion of negotiations.

Budget and Fiscal impact:

Funding for this project will come from bonds issued per the Pass Through Toll Finance Agreement entered into by the County and TxDOT. The total amount allocated to cover this phase of services is 1,140,000.00. The source of funding is as follows:

Funds Reservation: 0300000323

Fund: 4075

Fund Center: 1490190000

G/L: 580060

Issues and Opportunities:

This project will widen and reconstruct existing FM 969 from FM 3177 to Hunters Bend Road in two phases. Phase one will begin from FM 3177 to FM 973 and will expand the existing 4 lane FM 969 to include a continuous left turn lane with a sidewalk on one side. Phase Two will begin from FM 973 to Hunters Bend Road and will widen FM 969 from a 2 lane road to a 4 lane road plus a continuous left turn lane with a sidewalk on one side.

Attachment: Evaluation Result
Vicinity map

cc: Cynthia McDonald, Donna Williams-Jones, Tawana Gardner, TNR Financial Services
Steve Sun, P.E., Assistant Public Works Director TNR
Mike Crawford, Auditor's Office
Miguel Villarreal, P.E., TNR Project Manager

SOQs	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Avg.
AECOM	3.25	3.9	3.35		3.50
Baker-Aicklen	2.7	2.5	2.7		2.63
Binkley Barfield	3.8	3.05	3.8		3.55
CEC	3.25	2.85	3.3		3.13
CP&Y	3.35	3.35	3.45		3.38
Dannenbaum	2.9	3.15	2.6		2.88
LJA	3.9	4.75	3.9		4.18
Lochner	3.9	3.35	3.8		3.68
Pape Dawson	3.35	3.25	3.45		3.35
Solary	2.8	2.3	2.45		2.52
Steger Bizzell	3.35	2.3	2.8		2.82
URS	3.9	4	3.55		3.82

Interviews

LJA	4.65	4.65	4		4.43
Lochner	3.75	3.5	3.4		3.55
URS	4.4	4.5	4		4.30

Total

LJA	8.55	9.4	7.9		8.62
Lochner	7.65	6.85	7.2		7.23
URS	8.3	8.5	7.55		8.12



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: AUTHORIZE PURCHASING AGENT TO COMMENCE NEGOTIATIONS WITH THE MOST HIGHLY QUALIFIED FIRM, KLOTZ ASSOCIATES, INC. FOR ENGINEERING SERVICES IN RESPONSE TO RFQ NO. Q120157-JW, FM 1626 IMPROVEMENTS PROJECT (TNR).

- **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.
- This project is for the necessary reconstruction and widening of FM 1626 from 1,100' west of Brodie Ln. to FM 2304. From 1,100' west of Brodie Ln. to the Bear Creek Bridge, the road will be a 5-lane section including a continuous left turn lane and 10' shoulders. From Bear Creek Bridge to FM 2304, the road will be a 5-lane section including curb and gutter with 6' shoulders. Additionally, in this section a sidewalk will be on one (1) side of the road. The total project length is approximately 1.11 miles.
- As a result of a Pass Through Toll Finance Agreement between the County and the Texas Department of Transportation (TxDOT) executed on January 17, 2012, TxDOT will reimburse the County a portion of the project expenses.
- On August 22, 2012, ten (10) proposals were received for the design of FM 1626 Improvements project, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. The two (2) highest rated firms, Klotz Associates, Inc., and CP & Y, Inc. were then interviewed on October 4, 2012.

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.

- As a result of the interviews, TNR recommends the highest rated firm, Klotz Associates, Inc., for this project, and requests authorization to commence negotiations. Attached is TNR's corroborating memo with the necessary matrix showing point totals for each firm.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$TBD
 - Contract Type: A/E
 - Contract Period: 480 calendar days from issuance of NTP
- **Contract Modification Information: N/A**
 - Modification Amount:
 - Modification Type:
 - Modification Period:
- **Solicitation-Related Information:**

Solicitations Sent: 71	Responses Received: 10
HUB Information: N/A	% HUB Subcontractor: 13%
- **Special Contract Considerations:**
 - Award has been protested; interested parties have been notified.
 - Award is not to the lowest bidder; interested parties have been notified.
 - Comments:
- **Funding Information:**
 - Shopping Cart/Funds Reservation in SAP: 300000323
 - Fund Center(s): 1490190000
 - Comments:

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

_____ **Approved**

_____ **Disapproved**

Samuel T. Biscoe
Travis County Judge

Date

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.



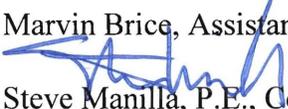
TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

November 2, 2012

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, P.E., County Executive-TNR
SUBJECT: Proposed FM 1626 Pass Through Project
RFQ# Q120157-JW
Professional Services Agreement for Engineering Design

The following information is for your use in preparing an agenda item for Commissioners Court action. Please contact either me at ext. 4-9383 or Tony Valdez, P.E., Project Manager at ext. 4-7567 if you have any questions or need additional information.

Proposed Motion:

Consider and take appropriate action on TNR's request to negotiate a professional Services Agreement for FM 1626 Pass Through Project, in Precinct Three with Klotz & Associates.

Summary and Staff Recommendations:

On August 10, 2012, TNR requested the Purchasing Office to obtain professional consulting services for engineering design for the FM 1626 Improvement project. Purchasing, together with TNR Public Works, developed an RFQ for these services and on August 22, 2012 received proposals from ten (10) firms. Three TNR staff members evaluated and rated the qualifications of each firm and determined Klotz Associate as the highest rated and the most qualified firm for this project.

The professional services agreement will be for the development of designed construction PS& E documents for the FM 1626 Improvement located in South West Travis County Precinct Three (see attached map). The project includes realignment and engineering design of existing FM 1626 Improvement from 1100 feet west of Brodie Lane to FM 2304 where it will connect to existing FM 1626. The design will be coordinated with TxDOT and other stakeholders.

TNR Staff scored the SOQ, submitted by 10 firms and provide them Purchasing. Purchasing combine the scored and determined that Klotz Associate was the highest rated. TNR Staff recommends approving Purchasing and TNR to negotiate a Professional Services agreement with Klotz & Associates. TNR and Purchasing will present the PSA to Court for approval after completion of negotiations.

Budget and Fiscal impact:

Funding for this project will come from certification of obligation road bonds that will issued in over several years for the TX DoT pass through program. The total amount approved for this project is \$12.1 million. The source of funding for this design contract is as follows:

Funds Center: 1490190000

Fund: 4075

GL Account: 522040

Funds Reservation Number: 300000323

Internal Order: 600143

Amount Issued FY 2012 and Available: \$1,732,500

Issues and Opportunities:

This project will realign FM1626 to improve sharp curves and connect to existing FM 1626. This improvement from a two lane to five lane road will increase capacity to provide connectivity in the transportation system, enhance safety, reduce traffic congestion and will allow for traffic in and out of the subdivisions.

Attachment: Evaluation Result
Vicinity map

cc: Cynthia McDonald, Donna Williams-Jones, Tawana Gardner, TNR Financial Services
Steve Sun, P.E., Assistant Public Works Director, TNR
Mike Crawford, Auditor's Office
Tony Valdez, TNR Project Manager

SOQs	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Avg.
AECOM	4.05	3.45	4.3		3.93
Baker-Aicklen	3.45	2.6	3.5		3.18
Brown & Gay	4.8	3.15	4.55		4.17
CEC	4.35	2.95	4		3.77
CP&Y	4.15	4	4.85		4.33
Dannenbaum	4.1	2.6	3.5		3.40
Klotz & Assoc	4.75	4.95	5		4.90
Solary Eng	3.5	2.25	3.15		2.97
Steger & Bizzel	4.25	2.3	3.5		3.35
Unintech	4.35	4.2	3.9		4.15
Interviews					
CP&Y	4.75	3.2	4.5		4.15
Klotz & Assoc	3.7	4.3	4.25		4.08
Total					
CP&Y	8.9	7.2	9.35		8.48
Klotz & Assoc	8.45	9.25	9.25		8.98



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 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 FY2013 Renewal (Modification No. 8) to Interlocal Agreement No.4400000367 (HTE Contract No. IL060040RE), Austin Community College for Early Childhood Mentoring (Teacher TRAC).

- **Purchasing Recommendation and Comments:** This Interlocal Agreement was previously included on a list of certain Health and Human Services and Veteran Services contracts (Attachment A) approved by Commissioners Court on September 25, 2012, Agenda Item No. 35. Due to HHSVS work backlog the contracts were not completed prior to the start date.
- Through this agreement Travis County will provide funds for tuition and books for childcare teachers and childcare center directors to take college level child development courses at Austin Community College in pursuit of a Child Development Associate credential or an Associate Degree in Child Development. The contract also provides for small cash bonuses for those teachers and directors who complete their coursework with a grade of C or better. ACC staff provides life coaching and support to teachers and directors who enroll to increase the odds of success.

Qualifications needed to enroll in the program are as follows: teachers and directors must live in Travis County, must be working a minimum of 30 hours per week in a state licensed or regulated childcare facility, must complete their coursework with a grade of C or better, and commit to remain at their current childcare center for at least one year

ID# 7600

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

- Modification No. 8 will renew the agreement for an additional twelve-month period, from October 1, 2012 through September 30, 2013. The not to exceed amount for this renewal period is \$56,758.

Modification No. 7 renewed the agreement for an additional twelve-month period, from October 1, 2011 through September 30, 2012. The not to exceed amount for this renewal period was \$56,758.

Modification No. 6 renewed the agreement for an additional twelve-month period, from October 1, 2010 through September 30, 2011. The not to exceed amount for this renewal period was \$56,758.

Modification No. 5 renewed the agreement for an additional twelve-month period, from October 1, 2009 through September 30, 2010. The not to exceed amount for this renewal period was \$56,758.

Modification No. 4 renewed the agreement for an additional twelve-month period, from October 1, 2008 through September 30, 2009. The not to exceed amount for this renewal period was \$56,758. In addition to amending Section 4.2 the Renewal Term Work Statement and Performance Measure and Budget.

Modification No. 3 renewed the agreement for an additional twelve-month period, from October 1, 2007 through September 30, 2008. The not to exceed amount for this renewal period was \$56,758. In addition to amending Section 4.2 the Renewal Term Work Statement and Performance Measure and Budget.

Modification No. 2 increased the contract funds by \$10,000 for the October 1, 2005 through September 30, 2006 renewal period. In addition to renewing the contract for a twelve-month period from October 1, 2006 through September 30, 2007. The contract not to exceed amount was \$54,055.

Modification No. 1 increased the contract funds by \$13,574 for a total not to exceed amount of \$81,055. In addition to amending Attachment A, the Work Statement, Performance Measure and Budget.

- **Contract Expenditures:** Within the last 12 months \$56,758 has been spent against this contract/requirement.

ID# 7600

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

➤ **Contract-Related Information:**

Award Amount: \$67,481.00

Contract Type: Interlocal Cooperation Agreement

Contract Period: October 1, 2005 through September 30, 2006

➤ **Contract Modification Information:**

Modification Amount: \$56,758

Modification Type: Bilateral

Modification Period: October 1, 2012 through September 30, 2013

➤ **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:**

SAP Shopping Cart #:

Funding Account(s): 511440

Comments: Cost Center 1580540001

ID# 7600

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



Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 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: Consider and Take Appropriate Action on Request to Renew List Of Certain Health and Human Services and Veterans Services Social Service Contracts which Expire September 30, 2012.

Travis County Health and Human Services and Veteran Services Department has requested the Purchasing Office to place on the Court's Agenda the attached list of Social Services Contracts which will expire September 30, 2012. HHS & VS is currently working with the County Attorney's office on finalizing the Statement of Work and funding of these contracts; and as such they were not ready for presentation to the Court at the time of this agenda preparation. Once the contracts are finalized, and funding secured, they will be presented to the Court for signature. However, in order to prevent contract expiration, the attached list (Attachment A) is being presented for Court approval.

REQUESTED ACTION:

APPROVE (4) DISAPPROVE ()

Samuel T. Biscoe

Samuel T. Biscoe, County Judge

9-25-12

Date

➤ Contract-Related Information: See Attachment A

ID #7168

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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: September 18, 2012

TO: Cyd Grimes, Travis County Purchasing Office

FROM: *Sherri E. Fleming*
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: Contract renewals and modifications

Proposed Motions:

- 1) Consider and take appropriate action to approve certain TCHHSVS contract renewals whose drafting will not be completed prior to the start date of the renewal; and
- 2) Consider and take appropriate action to approve certain TCHHSVS contract modifications whose drafting will not be completed prior to the start date of the modification.

Summary and Staff Recommendations:

Drafting of the following TCHHSVS contract renewals and modifications will not be completed prior to their start dates due to a work backlog:

- 1) Encompass Medical Management, Inc. (Renewal)
Contract Number: 4400000683
Contract Period: 9/30/12 – 9/29/13
Contract Amount: Read paragraph below.
Grant Number: 800079
I/O Number: 100148

Account Number: 511890

Funded through the Parenting in Recovery (PIR) grant, this contract provides data management, monitoring and processing services as well as training for the PIR project. FY'12 is the fifth and final year of the initial PIR grant. TCHHSVS has applied for a one-year no-cost extension to use an estimated \$120,483 in unspent grant funds from FY'12 in FY'13 as well as a two-year extension providing an additional \$500,000 each year in FY'13 and FY'14. The grantor should respond by 9/28/12. The budget for the new Encompass contract will be either \$10,000 or \$85,000 depending on whether TCHHSVS receives the one-year no-cost extension or the two-year extension. If neither request is approved then TCHHSVS will not execute this contract.

2) Foundation Communities (Renewal)

Contract Number: 4400000694

Contract Period: 9/30/12 – 9/29/13

Contract Amount: \$15,144

Grant Number: 800079

I/O Number: 100148

Account Number: 511441

Also funded through the Parenting in Recovery (PIR) grant, this contract provides case management for PIR clients. This contract is in a similar situation to the one for Encompass. However, it will only be funded if the two-year extension is approved by the grantor. If the two-year grant extension is not approved then TCHHSVS will not execute this contract.

3) ATCIC SAMSO (Renewal)

Contract Number: 4400000372

Contract Period: 10/1/12 – 9/30/13

Contract Amount: Read paragraphs below.

Grant Number: 800079

I/O Number: 100148

Cost Center: 1580540001

Account Number: 511124

Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

Travis County is providing \$611,799 from the General Fund for the new contract. The City of Austin is in the process of determining its funding level. The Parenting in Recovery (PIR) grant could also provide funding depending on whether or not

TCHHSVS receives the one-year no-cost extension or the two-year extension it has applied for from the grantor. The grantor should respond by 9/28/12. The one-year no-cost extension will provide \$8,224 in PIR funds and the two-year extension will provide \$106,100. If neither request is approved then the contract will not include any PIR funds.

4) ATCIC System of Care (Renewal)

Contract Number: 4400000374
 Contract Period: 10/1/12 – 9/30/13
 Contract Amount: Read paragraphs below.
 Grant Number (Milburn Trust): 800080
 I/O Number: 100147
 Grant Number (The Children's Continuum): 800190
 I/O Number: 100081
 Grant Number (Parenting in Recovery): 800079
 I/O Number: 100148
 Cost Center: 1580190001
 Account Number: 511300

Travis County Health and Human Services and Veterans Service (TCHHSVS) uses a contract with Austin Travis County Integral Care (ATCIC) to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. ATCIC acts as the managed services organization, overseeing the services provided by a network of vendors. The contract also serves clients enrolled in the grant funded Parenting in Recovery (PIR) project and The Children's Continuum (TCC).

The FY'13 contract has money from three confirmed sources:
 \$515,000 in General Fund money;
 \$36,523 from the Milburn Trust; and
 \$49,863 from The Children's Continuum grant.

The contract could also have PIR grant money depending on whether or not TCHHSVS receives the one-year no-cost extension or the two-year extension it has applied for from the grantor. The grantor should respond by 9/28/12. The no-cost extension will provide \$102,259 in PIR funds and the two-year extension will provide \$126,000. If neither request is approved then the contract will not include any PIR funds.

5) Court Appointed Special Advocates (CASA) (Renewal)

Contract Number: 4400000996
 Contract Period: 10/1/12 – 9/30/13
 Contract Amount: \$11,930
 Grant Number: 800190
 I/O Number: 100081
 Account Number: 518120

Funded through The Children's Continuum (TCC) grant, this contract provides 25% of the funding for a Child Advocate position to work as court-appointed guardian ad litem for children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

6) ATCIC Child Therapist and Supervisor (Renewal)

Contract Number: 4400001018
 Contract Period: 10/1/12 – 9/30/13
 Contract Amount: \$65,845
 Grant Number: 800190
 I/O Number: 100081
 Account Number: 518120

Funded through The Children's Continuum grant, this contract funds 100% of a Child Therapist position and 5% of a supervisor's position at ATCIC. The therapist works with children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

7) Austin Community College Teacher TRAC (Renewal)

Contract Number: 4400000367
 Contract Period: 10/1/12 – 9/30/13
 Contract Amount: \$56,758
 Cost Center: 1580540001
 Account Number: 511440

Provides funds for tuition and books for childcare teachers and childcare center directors to take college level child development courses at ACC in pursuit of a Child Development Associate credential or an Associate Degree in Child Development. The contract also provides for small cash bonuses for those teachers and directors who complete their coursework with a grade of C or better. ACC staff provides life coaching and support to teachers and directors who enroll to increase the odds of success. Qualifications needed to enroll in the program are as follows: teachers and directors must live in Travis County, must be working a minimum of 30 hours per week in a state licensed or regulated childcare facility, must complete their coursework with a grade of C or better, and commit to remain at their current childcare center for at least one year after completing their coursework.

8) Travis County ESD #4 – Firefighter Academy (Renewal)

Contract Number: 4400000349
 Contract Period: 10/1/12 – 9/30/13
 Contract Amount: \$96,000
 Cost Center: 1580540001
 Account Number: 511440

This contract addresses both public safety and workforce development needs in Travis County. Cadets receive training that prepares them to take the state firefighter

certification test. They also receive training that allows them to become a certified Emergency Medical Technician (EMT). The program is designed to put young minority adults on a career path and increase the supply of qualified firefighters and EMT personnel in rural parts of Travis County.

9) Workforce Solutions Childcare Local Match Contribution

Contract Number: 4400000819
 Contract Period: 10/1/12 – 9/30/13
 Contract Amount: \$223,741
 Cost Center: 1580540001
 Account Number: 511441

As the local agent for the Texas Workforce Commission, Workforce Solutions distributes state and federal child care funding for low-income working families in Travis County. Workforce Solutions utilizes local contributions to draw down additional federal funds for child care. Under the proposed contribution agreement, Travis County will transfer \$223,741 of General Fund money earmarked for child care to Workforce Solutions so the organization can leverage an additional \$1,105,978 in federal child care funds to produce a total of \$1,329,719 to provide child care for low-income families in Travis County.

10) ATCIC CAN Coordinator (Policy Forum Modification)

Contract Number: 4400000347
 Modification Period: 9/1/12 - 10/31/12
 Modification Amount: \$2,900
 Cost Center: 1580540001
 Account Number: 511440
 Shopping Cart Number: 1000009842

With the goal of addressing growing inequities in the Austin/Travis County community, CAN will be convening a full-day forum to educate over 200 participants on current and future economic, political, community engagement, and demographic trends that will impact our community in future years, and learn about and identify cross-cutting, collaborative strategies and associated barriers that need to be overcome to move the community in the right trajectory and towards greater equity and opportunity for all people.

11) Austin ISD After Collaborative After School Program (Modification)

Contract Number: 4400000354
 Contract Period: 10/1/11 - 12/31/12
 Contract Amount: \$706,000
 Cost Center: 1580270001
 Account Number: 511441

Administrative correction to the amendment approved by the court on 4/17/12.

12) Planned Parenthood of Austin Family Planning, Inc. (Modification)

Contract Number: 4400000747
Contract Period: 1/1/12 – 12/31/12
Contract Amount: \$29,601
Cost Center: 1580540001
Account Number: 511441

Organization changed its name to Planned Parenthood of Greater Texas Family Planning and Preventive Health Services.

13) Public Health Interlocal

Contract Number: 4400000389
Contract Period: 10/1/12 – 09/30/2013
Contract Amount: \$ 2,825,297

City and County have historically operated to collaboratively provide public health and human services throughout Travis County and the City of Austin. Travis County has contracted with the City of Austin for the provision of Public Health Services for many years. The Interlocal Agreement was reviewed by City and County staff to improve the efficiency and benefits for both parties. The portion to fund the animal services was removed from the Public Health Interlocal and is now presented as a separate interlocal agreement between the city and county.

14) Animal Services Public Health Interlocal Agreement

Contract Number: New Contract
Contract Period: 10/1/12 – 09/30/2013
Contract Amount: \$ 888,883

Travis County has contracted with the City of Austin for the provision of Public Health Services for many years. The current Interlocal agreement was reviewed by City and County staff to improve the efficiency and benefits for both parties. The portion to fund the animal services was removed from the Public Health Interlocal and is now presented as a separate interlocal agreement between the city and county.

TCHHSVS staff recommends approving these renewals and modifications.

Budgetary and Fiscal Impact:

This information is included with each contract listed above. Some of these contracts have Shopping Cart numbers at this point and some do not.

Issues and Opportunities:

All of the services provided by these contracts need to be continued while the renewals or modifications are drafted. Those contracts funded solely by grant money will not be executed if the grants are not renewed.

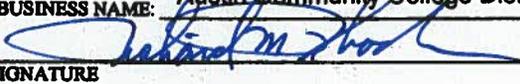
Background:

TCHHSVS is working with the Travis County Attorney's Office to get these renewals and modifications drafted as soon as possible.

Cc: Mary Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Assistant Purchasing Agent, Travis County Purchasing Office

Health and Human Services and Veterans Services Social Service Contracts
Attachment A

CONTRACT NO.	DESCRIPTION	PERIOD	FUNDING ACCOUNT NO.
4400000683	Encompass Medical Management, Inc. (Renewal)	9/30/12 - 9/29/13	Grant Number: 800079 I/O Number: 100148 Account Number: 511890
4400000694	Foundation Communities (Renewal)	9/30/12 - 9/29/13	Grant Number: 800079 I/O Number: 100148 Account Number: 51141
4400000372	Austin Travis County Integral Care - SAMSO (Renewal)	10/1/12 - 9/30/13	Grant Number: 800079 I/O Number: 100148 Cost Center: 1580540001 Account Number: 511124
4400000374	Austin Travis County Integral Care - System of Care (Renewal)	10/1/12 - 9/30/13	Grant Number (Milburn Trust): 800080 I/O Number: 100147 Grant Number (The Children's Continuum): 800190 I/O Number: 100081 Grant Number (Parenting in Recovery): 800079 I/O Number: 100148 Cost Center: 1580190001 Account Number: 511300
4400000996	Court Appointed Special Advocates (CASA) (Renewal)	10/1/12 - 9/30/13	Grant Number: 800190 I/O Number: 100081 Account Number: 518120
4400001018	ATCIC Child Therapist and Supervisor (Renewal)	10/1/12 - 9/30/13	Grant Number: 800190 I/O Number: 100081 Account Number: 518120
4400000367	Austin Community College Teacher TRAC (Renewal)	10/1/12 - 9/30/13	Cost Center: 1580540001 Account Number: 511440
4400000349	Travis County ESD #4 - Firefighter Academy (Renewal)	10/1/12 - 9/30/13	Cost Center: 1580540001 Account Number: 511440
4400000819	Workforce Solutions Childcare Local Match Contribution	10/1/12 - 9/30/13	Cost Center: 1580540001 Account Number: 511441
4400000347	ATCIC CAN Coordinator (Policy Forum Modification)	9/1/12 - 10/31/12	Cost Center: 1580540001 Account Number: 511440 Shopping Cart Number: 1000009842
4400000354	Austin ISD After Collaborative After School Program (Modification)	10/1/11 - 12/31/12	Cost Center: 1580270001 Account Number: 511441
4400000747	Planned Parenthood of Austin Family Planning, Inc. (Modification)	1/1/12 - 12/31/12	Cost Center: 1580540001 Account Number: 511441
4400000389	City of Austin Public Health Intercal	10/1/12 - 9/30/13	To be determined later by HHHS & VS
New Contract to be determined	City of Austin Animal Services Public Health Intercal Agreement	10/1/12 - 9/30/13	To be determined later by HHHS & VS

MODIFICATION OF CONTRACT NUMBER: 440000367 (IL060040RE) – Early Childhood Mentoring (Teacher TRAC)		
ISSUED BY: Travis County Purchasing Office 700 Lavaca St., Suite 800 Austin, TX 78701	PURCHASING AGENT ASST: Shannon Pleasant TEL. NO: (512) 854-1181 FAX NO: (512) 854-9185	DATE PREPARED: October 30, 2012
ISSUED TO: Austin Community College Highland Business Center 5930 Middle Fiskville Road Austin, TX 78752-4390	MODIFICATION NO.: 8	EXECUTED DATE OF ORIGINAL CONTRACT: October 1, 2005
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2005 – September 30, 2006</u> CURRENT CONTRACT TERM DATES: <u>October 1, 2012 – September 30, 2013</u>		
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$67,481 Current Modified Amount: \$56,758		
<p>DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.</p> <p>The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:</p> <ol style="list-style-type: none"> 1. The Interlocal Agreement is renewed for an additional twelve-month period, from October 1, 2012 through September 30, 2013. 2. The not to exceed contract amount for the renewal period is \$56,758. 		
<p>The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.</p>		
<p>Note to Vendor/City: <input checked="" type="checkbox"/> Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County. <input type="checkbox"/> DO NOT execute and return to Travis County. Retain for your records.</p>		
LEGAL BUSINESS NAME: <u>Austin Community College District</u> BY: <u></u> SIGNATURE BY: <u>Richard M. Rhodes, Ph.D.</u> PRINT NAME TITLE: <u>President/CEO</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> OTHER DATE: <u>11/7/12</u>	
TRAVIS COUNTY, TEXAS BY: <u></u> CYD V. GRIMES, C.F.M., CPPO TRAVIS COUNTY PURCHASING AGENT	DATE:	
TRAVIS COUNTY, TEXAS BY: <u>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</u>	DATE:	

**2013 RENEWAL AND AMENDMENT OF INTERLOCAL COOPERATION
AGREEMENT BETWEEN TRAVIS COUNTY AND
AUSTIN COMMUNITY COLLEGE ("ACC") FOR
TEACHER AND DIRECTOR TRAC SERVICES**

This 2013 Renewal and Amendment ("2013 Renewal") of the Interlocal Agreement ("Agreement") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Austin Community College, a state agency ("ACC").

County and ACC entered into an agreement ("Original Agreement"), the Agreement Term of which began October 1, 2005, and terminated September 30, 2006.

ACC agreed to provide personal and professional services and activities for indigents and other qualified recipients and/or for public health education and information, in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provided for amendment and renewal of the agreement by the written agreement of the Parties.

Pursuant to the Agreement terms, the Parties have previously amended the Agreement and have renewed the Agreement for additional one-year terms continuing through September 30, 2012 ("2012 Renewal Term").

County and ACC desire to amend the Agreement again to reflect certain mutually agreed upon changes in the Agreement and to renew the Agreement for an additional one-year period.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 AGREEMENT PERIOD

1.1 **2013 Renewal Term.** The Parties agree to extend the Agreement for an additional one-year term, beginning October 1, 2012, and terminating September 30, 2013 ("2013 Renewal Term").

1.2 **Additional Renewals.** The Parties agree that, unless sooner terminated pursuant to the terms of this Agreement, and upon approval of funding by the Commissioners Court during the budget process relating to any Renewal Term, this Agreement may be renewed, as evidenced by written approval of the Parties, for as many additional one year terms as the Parties desire to approve, prior to each renewal, or for any time period agreed to in writing by the Parties. 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 Agreement is specifically amended pursuant to Section 3.0 of this Agreement 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.

2.0 MAXIMUM FUNDS

2.1 **Maximum Funds - 2013 Renewal Term.** The Parties agree to amend Section 13.1.1 to add the following:

13.1.1(2013) **2013 Renewal Term Maximum Amount.** Subject to other applicable provisions of this Agreement, as amended, in consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement during the 2013 Renewal Term, as determined by County, County shall provide funds not to exceed the following amount:

<u>Base</u>	<u>Training</u>	<u>TOTAL</u>
\$ 56,758.00	\$ -0-	\$ 56,758.00

3.0 ACC SERVICES

3.1 **Services and Activities.** The Parties acknowledge and agree that ACC shall perform, either directly or indirectly through Subcontracts, in a satisfactory manner as determined by County, through Department, services and activities in accordance with the terms and conditions stated in this Agreement as amended in this 2013 Renewal.

3.2 **Insurance.** The Parties agree that the requirements for insurance for the 2013 Renewal Term will continue as set forth in the original Agreement. ACC agrees to provide current 2013 documentation of such insurance as required under the Agreement.

3.3 **Limitations.** Unless otherwise specifically stated herein, the performances required under this 2013 Renewal are performable only during the 2013 Renewal Term, and performances required under any other Agreement Term(s) were performable only during the applicable Term. Performance requirements and payment shall not carry over from one Agreement Term to another.

3.4 **2013 Update.** Within fifteen (15) days of execution of this 2013 Renewal, ACC agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials, and other information required under the Agreement, including, but not limited to, the following as described under the Agreement:

- 3.4.1 Proof of Insurance
- 3.4.2 Update of any Policies and Procedures
- 3.4.3 Updated W-9 Taxpayer Identification Form
- 3.4.4 Updated IRS 990 Form
- 3.4.5 Change of Identity Information (Name, Address, etc.)

3.5 **Debarment, Suspension and Other Responsibility Matters.** By signing this 2013 Renewal, ACC certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Agreement.

3.6 **Certification and Warranty.** By signing this 2013 Renewal, ACC certifies and warrants that all certifications and warranties under the Agreement continue to be in full force and effect. ACC also acknowledges and agrees that it has read all terms and provisions of the

Agreement and understands and agrees that, to the extent not specifically changed by this 2013 Renewal, those terms and conditions remain in full force and effect for the 2013 Renewal Term.

4.0 ATTACHMENTS.

4.1. **Attachments - 2013 Renewal Term.** ACC and County agree that, as to the 2013 Renewal Term, section 4.2, "Attachments," is amended to add the following:

4.2-2013 **2013 Attachments.** The attachments enumerated and denominated below and attached to this 2013 Renewal as Exhibit 1 are hereby made a part of this 2013 Renewal, and constitute promised performances by Contractor in accordance with all terms of the Agreement as amended:

- | | | |
|-------|------------------------------|---|
| (i) | 2013 Form #2 | Program Cover Page |
| (ii) | 2013 Form #3 | Program Work Statement |
| (iii) | 2013 Form #4 | Program Budget |
| (iv) | 2013 Form #5 | Program Budget Narrative |
| (v) | 2013 Form #6 | Total Staff Positions and Time |
| (vi) | 2013 Form #7 | Program Funding Summary |
| (vii) | 2013 Form #9 | Performance Report Definition Tool |
| (ix) | 2013 Financial Reports/Forms | |
| | (a) | Request for Payment and Status of Fund Report |
| | (b) | Monthly Expenditure Report |
| | (c) | Compliance Certification Form |
| | (d) | Agreement Budget Revisions Request Form |
| | (e) | Thirteenth Payment Request Form |
| | (x) | 2013 Insurance Requirements |

The Parties acknowledge and agree that, where an Attachment listed above and included in this 2013 Renewal contains specific agreement as to terms which conflict with the general provisions of the Agreement, to the extent that there is such conflict, the terms of the attachment will prevail. At all times, every effort will be made to comply with the terms of both sections.

5.0 INCORPORATION

5.1 County and ACC hereby incorporate the Agreement into this 2013 Renewal. Except for the changes made in this 2013 Renewal, County and ACC hereby ratify all the terms and conditions of the Agreement, as amended. The Agreement with the changes made in this 2013 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

6.0 EFFECTIVE DATE

6.1 This 2013 Renewal is effective October 1, 2012, when it is approved and signed by both of the Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

Form #3: PROGRAM WORK STATEMENT
for 2013 Social Service Contracts funded by Travis County

Date prepared: 07/25/2012

Agency: Please answer the following questions as they pertain to only those programs and services in which Travis County invests. Note: the information contained in this document will be used in reports to the Travis County Commissioners Court and the community.

Agency: Austin Community College District Program: Teacher and Director TRAC

1. Program goals and objectives:

Briefly describe the goals and objectives of the services purchased by Travis County in this contract.

The goal of Teacher TRAC is to increase the number of professionally trained early care and education workers in Travis County.

The goal of Director TRAC is to improve the qualifications of Travis County child care directors, permitting directors to meet Texas Department of Family and Protective Services Minimum Standards and Texas Rising Star Director Standards through college credit coursework.

2. Program clients served:

Describe the eligibility requirements to participate in the program or in each component of the program (for example: Travis County residency, income level, age).

City and County Criteria:

Early care and education employees working and/or living in Austin and/or Travis County who have at least 3 months experience working in a child care setting directly with young children and who have a family income below 200% of Federal Poverty Guidelines are eligible for Teacher TRAC services funded by the City of Austin or Travis County.

Priority for Enrollment:

To be eligible for **first** priority, students must be:

- Child care professionals working full-time (30 hours per week or more) who live and/or work fulltime in the City of Austin or Travis County with a family income below 200% of the FPL.

Students who meet the eligibility for first priority will then be enrolled based on the following list of priorities:

1. Continuing Teacher TRAC participants have priority over new students. Current students will be grandfathered related to these new priorities.
 2. Teachers who work in a child care center working with a mentor that is a part of the QC3 project;
 3. Teachers who work at a center that is a part of the Texas or Austin Rising Star System;
 4. Teachers who work in a child care center enrolled in other Travis County or City of Austin funded projects;
 5. Teachers who work in a child care center in Austin or Travis County.
- Teachers who work part-time (29 hours or less per week) in the City of Austin or Travis County with a family income below 200% of the FPL will be enrolled in the same priority order as listed above for full-time teachers, if funding is available.

Workforce Solutions Child Care Services (CCS) Criteria:

Early care and education employees who work for Workforce Solutions CCS centers or family day homes or for QC3 Mentor Centers are eligible. Income eligibility requirements do not apply to students funded by Workforce Solutions CCS.

Priority enrollments for Workforce Solutions CCS:

First priority goes to students working for QC3 Mentor Centers Workforce Solutions and CCS Texas Rising Star Providers. Special initiatives may identify other priority enrollments.

Program Eligibility for Director TRAC

City and County Criteria:

Child care center directors working in or living in Austin and/or Travis County and who have at least 3 months experience as a director or assistant director are eligible for Director TRAC services. Director TRAC participants must meet the same income eligibility as Teacher TRAC participants. Client eligibility is documented on the Partnership Contract.

Priority for Enrollment:

To be eligible for **first** priority, students must be:

- Child care directors or assistant directors working full-time (30 hours per week or more) who live and/or work fulltime in the City of Austin or Travis County with a family income below 200% of the FPL.

Directors and assistant directors who meet the eligibility for first priority will then be enrolled based on the following list of priorities:

1. Continuing Teacher TRAC participants have priority over new students. Current students will be grandfathered related to these new priorities.
2. Directors and assistant directors who work in a child care center working with a mentor through the QC3 project.
3. Directors and assistant directors who work in a child care center participating in the Texas or Austin Rising Star system.
4. Directors and assistant directors who work in a child care center enrolled in other Travis County or City of Austin funded project.
5. Directors and assistant directors who work in a child care center in Austin or Travis County.

Directors and assistant directors who are working part-time (29 hours or less per week) who meet income eligibility will be enrolled in the same priority levels as listed above for full-time directors and assistant directors, if funding is available.

3. **Program services and delivery:**

Describe the Travis County funded services and how they are provided by the agency. Provide enough detail so that the contract reviewer is able to have a comprehensive understanding of your services and how they are delivered to clients.

Teacher and Director TRAC program service delivery model is as follows:

Recruitment and Application Process:

Recruitment of currently employed early care and education workers and directors employed in licensed child care centers or registered homes in Travis County through mail outs, coordination with Workforce and QC3 mentors for recommendations, and visits to child care centers. Interested early care and education workers or directors submit an application and Teacher TRAC contract signed by the individual and his or her director in the case of early care and education workers or the director and owner or board president of the child care center for director's applications.

Enrollment process

Eligible early care and education workers and directors are assisted in the registration and advising processes to enroll in approved courses. Students are enrolled in courses that meet their degree plan requirements.

Ongoing support

Participants are assisted in successfully completing college courses by assisting students in accessing student success services at ACC, monitoring of students' progress in courses and contacting students to discuss student success strategies, including life coaching, as needed.

Stipends

Child care employees receive a \$75 bonus after the completion of their first ACC course with a "C" or above and additional bonuses of \$100 after each additional 12 hours completed with a "C" or above.

Child care center directors receive a bonus of \$100 after the completion of 6-9 hours with a "C" or above.

Child Development Associate (CDA) Credential Process

Support is provided to students completing three course CDA sequence to complete the CDA application process; the \$325 application fee is paid for eligible students.

Maintain Project files and reporting systems

Files with participant's name, address, place of employment, degree plan, Teacher TRAC contract and record of services rendered are maintained.

4. Service coordination and collaboration strategies:

Describe how the agency coordinates its services with services being provided by other agencies and describe how the agency collaborates with other agencies. If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

Quarterly planning for delivery of services to early care and education employees, including Teacher and Director TRAC services has been ongoing through the QC3 Collaborative Mentoring Project. Participants include leadership from Child, Inc, Success by Six, Workforce Solutions Child Care Services and AISD. Careful attention is devoted to optimal delivery of services through collaboration and coordination.

The Child Development Department of Austin Community College District and, therefore, the staff of Teacher and Director TRAC have a long history of community collaboration. Collaborative planning for the needs of young children, their families and their teachers has resulted in long term collaborative partnerships and projects between ACC's Child Development Department (and Teacher TRAC) and other agencies regarding Teacher TRAC and the needs of early care and education providers.

Collaborative funding efforts exist between Child, Inc. and Workforce Child Care Solutions and Teacher TRAC as well as the City of Austin and Travis County. Child Inc. provides scholarships for tuition to its staff; Workforce Child Care Solutions gives funds to Teacher TRAC to provide scholarships to early care and education workers employed in Rising Star vendor centers

5. **OUTPUT** Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 12-month goal amounts):

Please enter the output performance measures to be reported for your program. You must report the number of unduplicated clients served by funding source and at least one other output. Actual total program performance data for these outputs will be reported in the quarterly program performance reports.

<u>OUTPUT # 1</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 early childhood care and education teachers enrolled in college courses. (Includes Teacher and Director TRAC participants)	44	116	160

<u>OUTPUT # 2</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 children served by early childhood care and education teachers attending college courses through Teacher TRAC	522	1398'	1920

(If approved for additional Output measures, copy and paste the blocks above and re-number accordingly)

6. **OUTCOME** Performance Measures (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. 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).

	<u>Total Program Annual Goal</u>	If not reported every Quarter, in which Quarter(s)?
Total Program Performance – OUTCOME # 1		
Number of college courses completed with a "C" or better (numerator)	256	1 st , 3 rd & 4 th Q
Total number of college courses enrolled in Fall 2012, Spring 2013 and Summer 2013 (denominator)	320	
Percentage of courses successfully completed with a C or better (outcome rate)	80%	

	<u>Total Program Annual Goal</u>	If not reported every Quarter, in which Quarter(s)?
Total Program Performance – OUTCOME # 2		
Number of Teacher TRAC students who complete their CDA Marketable Skills Award (12 college credit hours (numerator)	42	1 st , 3 rd , & 4 th Q
Number of Teacher TRAC students enrolled in CDA courses in Fall 2012 (denominator)	52	
Percentage of Teacher TRAC CDA students who earn their Marketable Skills Award (outcome rate)	81%	

	<u>Total Program Annual Goal</u>	If not reported every Quarter, in which Quarter(s)?
Total Program Performance – OUTCOME # 3		
Number of Director TRAC participants who successfully complete two college courses (numerator)	10	3 rd & 4 th Q
Number of Director TRAC participants enrolled in Summer 2012, Fall 2012, and Spring 2013 (denominator)	12	
Percentage of Director TRAC participants who complete two college level courses (outcome rate)	83%	

(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)

7. **Community planning activities:**

Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.

Community planning for Teacher and Director TRAC is completed by the Teacher TRAC Advisory Committee, which meets at least one time per year to review the program. Currently the committee members

represent our partners such as Workforce Child Care Solutions and Child Inc., directors of general child care program and program participants. Additional planning for Teacher and Director TRAC is done in conjunction with overall community planning efforts for young children, their families and their teachers

8. Program Evaluation Plan

- **Performance evaluation:**

Describe how the agency will evaluate the program's performance in achieving program goals. Note: if any survey(s) or questionnaire(s) are used in the evaluation of the program or its performance, please provide a brief description of survey procedures (for example: how the survey is distributed and to whom).

Teacher TRAC participants complete the annual Child Development Program Evaluation Survey which records responses on a Likert Scale to determine instructional effectiveness and satisfaction with the Teacher TRAC Project. Teacher TRAC participants participate in evaluation of their faculty every Fall Semester. Participants who withdraw from courses complete a Teacher TRAC follow-up survey to determine reasons for their withdrawal. Additionally, anecdotal reports to the Teacher TRAC coordinator and faculty are compiled for a very "personal" view of the Project. The results of the above are presented to the Teacher TRAC Advisory Committee and programmatic changes are made as needed. Additionally, the program is evaluated on the achievement of stated outputs and outcomes.

- **Quality improvement:**

Describe the process for identifying problems or other issues in service delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective.

Quality improvement plans will be implemented on an as needed basis as determined by the program's performance in achieving Teacher and Director TRAC's goals, as well as ratings and feedback received in the annual Child Development Program Evaluation Survey. The Teacher TRAC Community Advisory Committee and the Child Development Department Chair review information about the program's performance and make recommendations for needed quality improvement.

Date prepared: 7/25/2012

FORM #4: PROGRAM BUDGET

for 2013 Social Service Contracts funded by Travis County

Agency: **Austin Community College District**

Program: **Teacher and Director TRAC**

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	0	0	0
Direct Service Salaries - Regular Time	0	74,177	74,177
Administrative Salaries Overtime	0	0	
Direct Service Salaries - Overtime	0	0	0
Benefits	0	14,319	14,319
A. SUBTOTALS: PERSONNEL	0	88,496	88,496
OPERATING EXPENSES			
General Operating Expenses	4,541	3,780	8,321
Insurance/Bonding			0
Audit Expenses <i>(provide details for this line item in the Subcontracted Expenses form)</i>			0
Consultants/Contractual <i>(provide details for this line item in the Subcontracted Expenses form)</i>			0
Staff Travel - <u>within</u> Travis County			0
Conferences/Seminars/Training - <u>within</u> Travis County			0
** Staff Travel - <u>out of</u> County			0
** Conferences/Seminars - <u>out of</u> County			0
B. SUBTOTALS: OPERATING EXPENSES	4,541	3,780	8,321
DIRECT ASSISTANCE			
Food/Beverage for Clients <i>(NOTE: Alcoholic beverage expenditures are not eligible or allowable)</i>	0	0	0
Financial Assistance for Clients (Completion incentives - \$3150 County/\$1800 other; CDA credential fees \$3900 County;\$1,625 other; Tuition \$32,167 County/53,870 other)	39,217	57,295	96,512
Other (specify) Books	13,000	2,500	15,500
C. SUBTOTALS: DIRECT ASSISTANCE	52,217	59,795	112,012
GRAND TOTAL (A + B + C)	56,758	152,071	208,829
PERCENT SHARE of Total for Funding Sources:	27.2%	72.8%	100.0%

FORM # 5: Program Budget Narrative
 for 2013 Social Service Contracts funded by Travis County

Date prepared: 8/3/2012

Agency: Austin Community College District

Program: Teacher and Director TRAC

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	NA
Benefits	<i>Includes FICA, Retirement, Health Benefits</i>
OPERATING EXPENSES	
General Operating Expenses	<i>Accounting Services for Grant Management</i>
Insurance/Bonding	NA
Audit Expenses	NA
Consultants/Contractual	NA
Staff Travel	NA
Conferences/Seminars/Tmg	NA
** Staff Travel - out of County	NA
** Conferences/Seminars/Tmg. – out of County	NA
DIRECT ASSISTANCE	
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	NA
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	<i>Students receive scholarships to pay for tuition and certification fees; incentives for completing first course and for completing 12 credit hours</i>
Other (specify)	<i>Cost of books required for courses</i>

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

FORM # 7: PROGRAM FUNDING SUMMARY

Date prepared: 8/3/2012

for 2013 Social Service Contracts funded by Travis County

Agency Name: <u>Austin Community College District</u>	Program Name: <u>Teacher and Director TRAC</u>
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Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
Travis County	Social Service Contract (Travis County prgm. budget)	10/1/2012 -9/30/2013	\$56,758
Travis County			
Travis County			
City of Austin	Social Service Contract (City of Austin prgm. budget)	10/1/2012-9/30/2013	\$46,000
City of Austin			
City of Austin			
Federal			
Federal			
State			
State			
United Way			
Contributions			
Program Income/ Fees			
Other (Specify)	Workforce Solutions: Child Care Services	10/1/2012-9/30/2013	\$40,000
Other (Specify)	Austin Community College	10/1/2012-9/30/2013	\$66,071
Other (Specify)			
Other (Specify)			
TOTAL PROGRAM FUNDING:			\$208,829

**Form #9: Travis County Health and Human Services & Veterans Service Department
 2013 Performance Report Definition Tool**

Austin Community College: Teacher and Director TRAC

Date Report was Generated: 8/03/12

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 early childhood care and education teachers enrolled in college courses. (Includes Teacher and Director TRAC participants)	Students are counted one time based on the initial semester enrolled (Spring 2013, Summer 2013, or Fall 2013). Students may enroll for more than one semester. A list of students enrolled each semester is pulled from the Teacher TRAC Database	Payment letters are generated for each enrolled student from the Filemaker Pro Teacher TRAC Database and sent to Business Services and Restricted Accounting for processing.	A small number of the Teacher TRAC students have tuition paid by Child, Incorporated, but Teacher TRAC provides books. These students are in the database. A letter is sent by Child Inc. with all of their funded students.	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Output #2	Number of children served by early childhood care and education teachers attending college courses through Teacher TRAC	Children in the classrooms taught by each Teacher TRAC student will be counted one time.	Application completed by Teacher TRAC student includes data on the number of children in their classroom	This number will be counted upon application. The number of children served by a Teacher who is in a floater position will be an average of the number of children in the classes in which they provide support	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
OUTCOME MEASURES:					
Outcome #1a (numerator)	Number of college courses completed with a "C" or better	Grades of C or better are counted for each enrolled student for each Teacher TRAC funded course. Grades for students in Fall 2012 are reviewed in January, Spring 2013 are reviewed in May and Summer 2013 in September.	Datatel (ACC's database for student records including grades) student records	The outcome rate will include students enrolled in Fall 2012 who are reported in the output measure for the previous contract period.	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Outcome #1b (denominator)	Total number of college courses enrolled in Fall 2012, Spring 2013 and Summer 2013	Number of courses enrolled in by Teacher TRAC students in Fall 2012, Spring 2013 and Summer 2013 semesters.	Filemaker Pro Teacher TRAC database (see output 1)	Classes enrolled in by Teacher TRAC funded students for Fall 2012, Spring 2013, and Summer 2013 are included in this calculation.	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Outcome Rate #1c	Percentage of courses successfully completed with a C or better	numerator divided by denominator	Calculated in Excel: 2012-13 Teacher TRAC Report, Q (1, 3 & 4)		Linda Welsh, Department Chair
Outcome #2a (numerator)	Number of Teacher TRAC students who complete their CDA Marketable Skills Award (12 college credit hours)	Teacher TRAC students enrolled in CDA I, II, or III in Fall 2012 semester	Teacher TRAC Filemaker Pro Database and Datatel course rolls.	The total number of CDA students are only counted in Fall semester, since it takes at least three semesters to complete the CDA sequence.	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Outcome #2b (denominator)	Number of Teacher TRAC students enrolled in CDA courses in Fall 2012	Number of Teacher TRAC students who successfully complete the three course CDA sequence (Grades of C or better for CDA I, II, & III)	Datatel student records		Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair

Outcome Rate #2c	Percentage of Teacher TRAC CDA students who earn their Marketable Skills Award	numerator divided by denominator	Calculated in Excel: 2012-13 Teacher TRAC Report, Q (1, 3 & 4)		Linda Welsh, Department Chair
Outcome #3a (numerator)	Number of Director TRAC participants who complete two college level courses	Number of Director TRAC students enrolled in Summer 2012, Fall 2012 and Spring 2013 who successfully complete two college level courses	Datatel student records		Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Outcome #3b (denominator)	Number of Director TRAC participants enrolled in Summer 2012, Fall 2012, and Spring 2013	Students enrolled in Director TRAC in Summer 2012, Fall 2012, Spring 2013	Teacher TRAC Filemaker Pro Database and Datatel course rolls.	Students complete a Director TRAC application and are track in the database	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Outcome Rate #3c	Percentage of Director TRAC participants who complete two college level courses	numerator divided by denominator	Calculated in Excel: 2012-13 Teacher TRAC Report, Q (1, 3 & 4)		Linda Welsh, Department Chair

DEMOGRAPHIC AND ZIP CODE REPORT

Gender, Race, and Ethnicity	Number of unduplicated clients by their gender, race, and ethnicity	Excel spreadsheet is created via the Teacher TRAC Filemaker Pro Database: 2012-13 Teacher TRAC Report, Q (1-4)	Teacher TRAC initial or renewal Application which is then put in the Teacher TRAC Database	Students submit an application each semester which includes updated demographics. Students are counted one time per year only	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Age	Number of unduplicated clients by their age at start of program and grouped into age categories	Excel spreadsheet is created via the Teacher TRAC Filemaker Pro Database: 2012-13 Teacher TRAC Report, Q (1-4)	Teacher TRAC initial or renewal Application which is then put in the Teacher TRAC Database	Students submit an application each semester which includes updated demographics. Students are counted one time per year only	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Income Status	Number of unduplicated clients by their income status at start of program and grouped into income categories	Excel spreadsheet is created via the Teacher TRAC Filemaker Pro Database: 2012-13 Teacher TRAC Report, Q (1-4)	Teacher TRAC initial or renewal Application which is then put in the Teacher TRAC Database	Students submit an application each semester which includes updated income information. Students are counted one time per year only	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Zip Code	Number of unduplicated clients by their zip code at start of program	Excel spreadsheet is created via the Teacher TRAC Filemaker Pro Database: 2011-12 Teacher TRAC Report, Q (1-4)	Teacher TRAC initial or renewal Application which is then put in the Teacher TRAC Database	Students submit an application each semester which includes updated address. Students are counted one time per year only	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair

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.

INSTRUCTIONS for TRAVIS COUNTY INVOICING:

Using the Payment Request/ Expenditure Report and related forms for Social Service Contracts

***** IMPORTANT: Please carefully read and follow the steps below in the order indicated to prepare and submit monthly invoices using the electronic invoicing spreadsheet forms located in the adjacent tabs of this file *****

GENERAL INFORMATION. This file contains the following spreadsheet tabs, listed from left to right:

Tab 1. This Instructions page - please print this and refer to it often as you prepare your invoices;

Tab 2. Budget Revision Request form, which must be completed and submitted any time such revision is needed;

Tab 3. Compliance Certification form - this completed form must be submitted with every invoice; and

Tabs 4 & above. The Expenditure Reports and Payment Requests (follow the detailed instructions below), comprised of 24 linked monthly spreadsheet tabs (12 "Exp Rpt" & 12 "Pay Req"), beginning with October. **NOTE:** (Subject to any changes in County requirements) if you have any unexpended funds remaining after your last regular monthly invoice and for which you will request payment, there will be a Supplemental "13th payment request" form provided separately, along with your Contract Annual Summary (formerly Close-Out) forms.

MAINTAINING the INTEGRITY of FORMS/ LINKS: The cell formulas and embedded links among the forms have been carefully constructed - do NOT change them without consulting us first. The forms may also be password-protected, allowing you to input required data into appropriate cells only. If your invoice forms need any changes, please contact your Travis County Contract Specialist for assistance: ladonna.brazell@co.travis.tx.us or by phone (512) 854-7875 or sanjuana.gonzales@co.travis.tx.us or by phone at 854-4122.

MONTHLY EXPENDITURE REPORT (Complete this form FIRST)

1) In the "Oct Exp Rpt" spreadsheet tab, review and if needed add/correct the appropriate program and agency information near the top. Be sure to include your agency's contact person name/phone/extension.

2) For the Approved Budget column F, review and if needed, contact your TRAVIS COUNTY Contract Specialist for necessary changes. Note that all subtotals and totals will calculate automatically. The resulting bottom line total in line 21 (cell F42) should equal the corresponding total COUNTY-only program budget amount for the current contract term.

3) Then in the Expenditures October 2012 column, input the actual amount for each eligible expenditure line item (total for the October 1st through October 31st period). Then check all amounts on the sheet for accuracy, and make sure that the correct amounts and other information are carried forward into the remaining monthly "...Exp Rpt" spreadsheets. As each new month is completed in the contract term, you will repeat this step for the corresponding month's Expenditure Report. Be sure to verify the accuracy of all calculations and cumulative amounts every time you invoice.

PAYMENT REQUEST (Check/correct this form only AFTER completing the Expenditure Report)

These spreadsheets are designed so that the amounts in each of the 12 Payment Request forms automatically calculate directly from the corresponding Expenditure Report - this means that the two January forms are linked, as are the two February forms, etc. In addition, all of the "...Exp Rpt" and "...Pay Req" forms are linked so that the correct cumulative amounts should automatically be carried forward into the appropriate cells for subsequent months. **IMPORTANT: All amounts in the Payment Requests should be calculated automatically - your main task for Payment Requests is to verify that all of the amounts are calculated and printed correctly.**

5) Verify that each "...Pay Req" spreadsheet includes a unique Invoice Number in the shaded block near the top - this number is also linked to the invoice number of the corresponding month's Exp Rpt form. This Number is a code representing your agency and program, the month invoiced, and ends in "1" to indicate it is the first or original invoice for that month. Important: if for any reason you later submit a different, revised or corrected, etc. invoice for that same month (which replaces or supplements the original invoice), change the ending number to "2" on that second invoice, then to "3" on the third one as needed, etc.

***** Reminder for steps 6, 7 and 8 below: Most items on the Payment Request should be input or corrected by first adjusting the corresponding linked data in that month's Expenditure Report. *****

6) Next, review and (if needed) add/correct the appropriate agency and program information in section I, including the Payment Request Amount for the month being invoiced.

7) Check and correct (if needed) the amounts in Section II, ensuring that they are consistent with the corresponding amounts in the monthly "... Exp Rpt" spreadsheets.

8) Review the other "...Pay Req" spreadsheets to ensure that all of the information is accurately carried forward also.

9) To invoice for each upcoming month, repeat steps 3 and 5-8 listed above for the appropriate pair of monthly sheets, print both sheets, obtain the required signatures, and submit as usual with a completed Compliance Certification form.

SUBMIT YOUR FORMS WITH ORIGINAL SIGNATURES TO: Paula McMarion, HHS/VS, P.O. Box 1748, Austin, TX 78767

Notes - NOT included here: Supplemental "13th Payment" forms - If you have any unexpended funds remaining after your last monthly invoice and for which you will request payment, the appropriate Supplemental / 13th Payment forms should be provided after December for your action. Otherwise, you will release any remaining unexpended funds back to the County as part of the separate "Contract Annual Summary" (formerly known as "Close-Out") process.

BUDGET REVISION REQUEST - SOCIAL SERVICES CONTRACTS

Travis County Health and Human Services & Veterans Services Department

Agency Name: _____ Revision for: **TRAVIS COUNTY Funding Only**
 Program Name: _____ AGENCY: Refer to any applicable contract section(s) and / or attachment(s) when using this form
 Revision Number: (No.) Contract Term: **October 1, 2012 - September 30, 2013**
 Effective Date for Revision: (date to be effective)

Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - you must still input your revised budget line items (when approved) into the next applicable monthly "...Exp Rpt" form as usual

Line	Item	Approved Budget	Prior Approval Required ?	Adjustment Amt. (Indicate + or -)	Revised Budget
PERSONNEL					
1	Salaries - REGULAR time				0.00
2	Salaries-OVERTIME (Trav.Co. only)				0.00
3	Benefits				0.00
4	Other (Specify)		YES		0.00
A	SUBTOTAL - PERSONNEL	0.00		0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses				0.00
6	Insurance/Bonding				0.00
7	pro-rata share only) PRIOR APPROVAL REQUIRED		YES		0.00
8	Consultants / Contractual				0.00
9	Staff Travel - within Travis County				0.00
10	Conference/Seminars/Tmg. within Travis Co.				0.00
11	Staff Travel - out of Travis Co.		YES		0.00
12	County		YES		0.00
13	Other (specify)		YES		0.00
14	0		YES		0.00
B	SUBTOTAL - OPER. EXPENSES	0.00		0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients				0.00
16	Financial Assistance to individuals (e.g., rent, mortgage, utilities)				0.00
17	Other (Specify) Books		YES		0.00
18	0		YES		0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00		0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipmt/capit.)		YES		0.00
20	0		YES		0.00
D	SUBTOTAL - EQPMT/ CAPITAL	0.00		0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00		0.00	0.00

Preparer's Signature: _____ Date: _____

Authorized Signature: _____ Date: _____

Travis Co. USE ONLY:	
Reviewed & approved by: _____	Date: _____

Compliance Certification form – Social Service Contracts

IMPORTANT: this completed form must be submitted with each monthly invoice



Agency: _____

Program: _____

Payment requested: month: _____, 20

Payment requested from: X TRAVIS COUNTY

The following items must be itemized in the current approved program budget, OR written prior approval by TCHHSVS Executive Director regarding these items must be attached to the Payment Request. (Mark any that apply to this month)

- Purchase of any non-expendable property *
 * (agency must also complete the Equipment Purchased table, below)
- Alteration or relocation of facilities
- Out of County Travel/ Conferences/ Seminars/ Training
- Consultant/professional services or subcontracts
- Budget transfers over the 10% rule per contract
- None of the above apply to this month

- Compliance with Special Conditions/ Corrective Action Plan.
- Overtime expenditures if any followed contract requirements
- Audit expenditures if any were allocated per agency funding sources per contract
- Annual Audit submitted by Service Agency per contract.
- Transfer of Funds/Budget adjustments less than 10% made by agency **
 ** (agency must attach Budget Revision request form)

Equipment Purchased:

Purchase Date	Item	Cost	Model Number	Serial Number	Location

Travis County Purchasing Office employee, _____ was notified of above purchases on _____
 (name) (date)

I certify the information reported herein and attached hereto is true, correct, and complete.
 Please process the attached payment(s). (Certification required for processing of payment.)

Executive Director _____ Date _____

For TCHHSVS use only:

- County funds calculated accurately (to two decimals)
- County program budget not over-spent, per contract
- Fiscal year limitation not over-spent, per contract (75% Rule)
- Annual Audit submission by Service Agency per contract has been verified
- Compliance with Special Conditions/ Corrective Action Plan is confirmed

- Attach copies of the following to this sheet and mark all that apply:
- Payment Request (verified and approved)
 - Expenditure Report (verified and approved)
 - Budget Revision form (if applicable)
 - Revised/ Modified Payment Request (if applicable)
 - Any required prior approval documents

I certify the information reported herein and attached hereto is true, correct, and complete.
 Please process the attached payment(s). (Certification required for processing of payment.)

TCHHSVS Program Manager _____ Date _____

TCHHSVS Division Director _____ Date _____

For TCHHSVS use only:

- Service has been received in the HTE system
- Payment Request reviewed for: 1) reporting accuracy 2) expenditures verified and 3) contract compliance.
- Annual Audit submission by Service Agency per contract has been verified

TCHHSVS Contract Monitor _____ Date _____

I hereby certify that the information reported on this compliance certification form by all parties is true, correct, and complete.
 I understand that the legality of the payment is dependent on the accuracy of these statements. Please process the attached payment(s). (Please note, payment will not be processed without this signed certification attached to request for payment.)

 Signature of County Executive, Health & Human Services and Veterans Service) Date _____

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T120C 1**

Report Period: October 2012

Agency:
 Agency contact:
 E-mail:

Program:
 Phone:
 Fax:

Current contract term:
 Oct. 1, 2012 - Sept. 30, 2013

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures October 2012	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - within Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Tng. within Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - out of Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tng out of Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14		0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance for Clients: Completion Incentives - \$3150	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
18		0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List Items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT / CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable		0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:

Reviewed & approved by: _____

Date: _____

Travis County Social Services Contract PAYMENT REQUEST



Invoice Number: **T120C- 1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
		October 2012
	Contract Term	PAYMENT REQUEST AMOUNT
	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION <i>(Must be completed by Contractor)</i>		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Preparer's Signature	Title	Date
Authorized Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	Carolina Brazier Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T12NV 0 1**

Report Period: November 2012

Agency: **0**
 Agency contact: **0**
 E-mail: **0**

Program: **0**
 Phone: **0**
 Fax: **0**

Current contract term:
 Oct. 1, 2013 - Sept. 30, 2013

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures November 2012	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Trav. Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - <u>within</u> Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Tmg. <u>within</u> Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - <u>out of</u> Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tmg <u>out of</u> Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance for Clients: Completion Incentives - \$3150	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT / CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable		0.00	0.00	0.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:	
Reviewed & approved by: _____	Date: _____

Travis County Social Services Contract PAYMENT REQUEST



Invoice Number: **T12NV- 0 1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
0	0	November 2012
0	Contract Term	PAYMENT REQUEST AMOUNT
0	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Preparer's Signature	Title	Date
Authorized Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	Cecilia Brazier Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T12DC 0 1**

Report Period: December 2012

Agency: **0**
 Agency contact: **0**
 E-mail: **0**

Program: **0**
 Phone: **0**
 Fax: **0**

Current contract term:
 Oct. 1, 2012 - Sept. 30, 2013

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures December 2012	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Travis Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - within Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Tng. within Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - out of Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tng out of Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Completion Incentives - \$3150 County; CDA credential fees \$8875	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT/ CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
Maximums Allowable			0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY: Reviewed & approved by: _____ Date: _____

Travis County Social Services Contract PAYMENT REQUEST



Invoice Number: **T12DC- 0 1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
0	0	December 2012
0	Contract Term	PAYMENT REQUEST AMOUNT
0	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	<small>Carolina Brazier</small> Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T13JA 0 1**

Report Period: January 2013

Agency: 0
 Agency contact: 0
 E-mail: 0

Program: 0
 Phone: 0
 Fax: 0

Current contract term:
 Oct. 1, 2012 - Sept. 30, 2013

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures January 2013	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Trav. Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - <u>within</u> Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Trng. <u>within</u> Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - <u>out of</u> Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Trng <u>out of</u> Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance for Clients: Completion Incentives - \$3150	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT / CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable		0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY: Reviewed & approved by: _____ Date: _____
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Travis County Social Services Contract PAYMENT REQUEST



Invoice Number: **T13JA- 0 1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this Invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
0	0	January 2013
0	Contract Term	PAYMENT REQUEST AMOUNT
0	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	Carolina Brazier Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T13FB 0 1**

Report Period: February 2013

Agency: 0
 Agency contact: 0
 E-mail: 0

Program: 0
 Phone: 0
 Fax: 0

Current contract term:
 Oct. 1, 2012 - Sept. 30, 2013

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures February 2013	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Trav. Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - <u>within</u> Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Tmg. <u>within</u> Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - <u>out of</u> Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tmg <u>out of</u> Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance for Clients: Completion Incentives - \$3150	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT./ CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable		0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY: Reviewed & approved by: _____	Date: _____
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Travis County Social Services Contract PAYMENT REQUEST



Invoice Number: **T13FB- 0 1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
0	0	February 2013
0	Contract Term	PAYMENT REQUEST AMOUNT
0	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	LaDonna Brazier Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T13MR 0 1**

Report Period: March 2013

Agency: 0
 Agency contact: 0
 E-mail: 0

Program: 0
 Phone: 0
 Fax: 0

Current contract term:
 Oct. 1, 2012 - Sept. 30, 2013

Line	Item	Approved Budget		Actual Expenditures & Balance		
		Approved Budget	Expenditures March 2013	Cumulative Expenditures	Budget Balance	
PERSONNEL						
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00	0.00
2	Salaries - OVERTIME (Trav. Co. only)	0.00	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00	0.00
OPERATING EXPENSES						
5	General Operating Expenses	0.00	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00	0.00
9	Staff Travel - within Travis County	0.00	0.00	0.00	0.00	0.00
10	Conferences/Seminars/Tng. within Travis Co.	0.00	0.00	0.00	0.00	0.00
11	Staff Travel - out of Travis Co.	0.00	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tng out of Travis County	0.00	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE						
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00	0.00
16	Completion incentives - \$3150 County; CDA credential fees \$8875	0.00	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY						
19	List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT./ CAPITAL	0.00	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS						
Note: any amounts on line E must be input as negative dollars (reimbursed)						
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00	0.00
21	TOTALS ((A+B+C+D+E))	0.00	0.00	0.00	0.00	0.00
	Maximums Allowable		0.00	0.00		

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

<p>Travis Co. USE ONLY: Reviewed & approved by: _____ Date: _____</p>

Travis County Social Services Contract
PAYMENT REQUEST



Invoice Number: **T13MR- 0 1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
0	0	March 2013
0	Contract Term	PAYMENT REQUEST AMOUNT
0	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	Carolina Brazier Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T13AP 0 1**

Report Period: April 2013

Agency: **0**
 Agency contact: **0**
 E-mail: **0**

Program: **0**
 Phone: **0**
 Fax: **0**

Current contract term:
 Oct. 1, 2012 - Sept. 30, 2013

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures April 2013	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries - OVERTIME (Trav. Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - within Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Tng. within Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - out of Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tng out of Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance for Clients: Completion Incentives - \$3150	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT/ CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable		0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:

Reviewed & approved by: _____

Date: _____

Travis County Social Services Contract PAYMENT REQUEST



Invoice Number: **T13AP- 0 1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
0	0	April 2013
0	Contract Term	PAYMENT REQUEST AMOUNT
0	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	LaDonna Brazier Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T13MA 0 1**

Report Period: May 2013

Agency: 0
 Agency contact: 0
 E-mail: 0

Program: 0
 Phone: 0
 Fax: 0

Current contract term:
 Oct. 1, 2012 - Sept. 30, 2013

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures May 2013	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Trav. Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - within Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Trng. within Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - out of Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Trng out of Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance for Clients: Completion incentives - \$3150	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List Items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT / CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable		0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY: Reviewed & approved by: _____ Date: _____
--

Travis County Social Services Contract PAYMENT REQUEST



Invoice Number: **T13MA- 0 1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
0	0	May 2013
0	Contract Term	PAYMENT REQUEST AMOUNT
0	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	Linda Brazier Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T32JN 0 1**

Report Period: June 2013

Agency: **0**
 Agency contact: **0**
 E-mail: **0**

Program: **0**
 Phone: **0**
 Fax: **0**

Current contract term:
 Oct. 1, 2012 - Sept. 30, 2013

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures June 2013	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Trav. Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - within Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Tmg. within Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - out of Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tmg out of Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance for Clients: Completion incentives - \$3150	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipm/capit.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT/ CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
Maximums Allowable			0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY: Reviewed & approved by: _____	Date: _____
--	-------------

Travis County Social Services Contract PAYMENT REQUEST



Invoice Number: **T13JN- 0 1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
0	0	June 2013
0	Contract Term	PAYMENT REQUEST AMOUNT
0	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	Cecilia Brazon Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T13JL 0 1**

Report Period: July 2013

Agency: **0**
 Agency contact: **0**
 E-mail: **0**

Program: **0**
 Phone: **0**
 Fax: **0**

Current contract term:
 Oct. 1, 2012 - Sept. 30, 2013

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures July 2013	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries - OVERTIME (Trav. Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - within Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Trng. within Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - out of Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Trng out of Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance for Clients: Completion Incentives - \$3150	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipm/capit.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT./ CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable		0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY: Reviewed & approved by: _____ Date: _____
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Travis County Social Services Contract PAYMENT REQUEST



Invoice Number: T13JL- 0 | 1

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
0	0	July 2013
0	Contract Term	PAYMENT REQUEST AMOUNT
0	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	Catherine Brazier Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T13AG 0 1**

Report Period: August 2013

Agency: 0
 Agency contact: 0
 E-mail: 0

Program: 0
 Phone: 0
 Fax: 0

Current contract term:
 Oct. 1, 2012 - Sept. 30, 2013

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures August 2013	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Trav. Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - <u>within</u> Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Tmg. <u>within</u> Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - <u>out of</u> Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tmg <u>out of</u> Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance for Clients: Completion Incentives - \$3150	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List Items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT/ CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable		0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

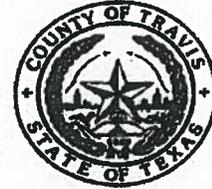
Date: _____

Travis Co. USE ONLY:

Reviewed & approved by: _____

Date: _____

Travis County Social Services Contract PAYMENT REQUEST



Invoice Number: **T13AG-0 1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this Invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
0	0	August 2013
0	Contract Term	PAYMENT REQUEST AMOUNT
0	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	CANDICE BRAZILL Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **T13SP 0 1**

Report Period: September 2013

Agency: 0
 Agency contact: 0
 E-mail: Q

Program: 0
 Phone: 0
 Fax: 0

Current contract term:
 Oct. 1, 2012 - Sept. 30, 2013

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures September 2013	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Trav. Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - within Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Trng. within Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - out of Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Trng out of Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance for Clients: Completion Incentives - \$3150	0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List Items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT./ CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable		0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:

Reviewed & approved by: _____

Date: _____

Travis County Social Services Contract PAYMENT REQUEST



Invoice Number: **T13SP- 0 1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
0	0	September 2013
0	Contract Term	PAYMENT REQUEST AMOUNT
0	Oct. 1, 2012 - Sept. 30, 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (<u>excludes</u> Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus item 4)	\$0.00

SECTION III - CERTIFICATION (<i>Must be completed by Contractor</i>)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (<i>TRAVIS CO. Staff</i>)		
Contract Manager's Signature	Name and Title	Date
	Leticia Gonzalez Contract Specialist	

SECTION V - PAYMENT APPROVAL - (<i>Travis County FINANCE</i>)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, November 27, 2012

Prepared By/Phone Number: C.W. Bruner, 854-9760

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve twelve-month extension (Modification No. 12) to Contract No. 440000011 (HTE Contract No. 03T00058OJ), Alliance Work Partners, for the Employee Assistance Program for Travis County employees.

- **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.

The contract provides the Employee Assistance Program (EAP) for Travis County employees. The Commissioners Court approved the contract for the EAP on November 19, 2002.

This Modification No. 12 will extend the contract for the EAP with Alliance Work Partners for an additional twelve months, through November 30, 2013. The contract rate will remain \$1.13 per employee per month, with up to five (5) visits per incident, and includes 50 hours of training per year. HRMD estimates headcount to be 4500 employees for this contract.

Modification No. 11 extended the contract period for an additional twelve months, through November 30, 2012. It was approved by the Commissioners Court on November 22, 2011.

Modification No. 10 extended the contract period for an additional twelve months, through November 30, 2011. It was approved by the Commissioners Court on November 30, 2010.

Modification No. 9 extended the contract period for an additional twelve months, through November 30, 2010. It was approved by the Commissioners Court on October 20, 2009.

Modification No. 8 extended the contract period for an additional twelve months, through November 30, 2009. It was approved by the Commissioners Court on November 11, 2008.

Modification No. 7 extended the contract period for an additional twelve months, through November 30, 2008. It was approved by the Commissioners Court on November 27, 2007.

Modification No. 6 extended the contract period for an additional twelve months, through November 30, 2007. It was approved by the Commissioners Court on October 16, 2006.

Modification No. 5 extended the contract period for an additional twelve months, through November 30, 2006. It was approved by the Commissioners Court on November 22, 2005.

Modification No. 4 extended the contract period for an additional twelve months, through November 30, 2005. It was approved by the Commissioners Court on September 21, 2004.

Modification No. 3 incorporated an Assignment of Contract that changed the contractor's company name from Workers Assistance Program to Alliance Work Partners. It was approved by the Commissioners Court on June 29, 2004.

Modification No. 2 extended the contract period for an additional twelve months, through November 30, 2004. It was approved by the Commissioners Court on October 14, 2003.

- Administrative Modification No. 1 was issued on December 10, 2002, to correct the contract number.
- **Contract Expenditures:** Within the last twelve (12) months \$54,240.00 has been spent against this contract/requirement.
- **Contract Modification Information:**
 - Modification Amount: \$61,020.00 (Estimated amount)
 - Modification Type: Requirements
 - Modification Period: December 1, 2012 to November 30, 2013

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.

➤ **Funding Information:**

SAP Shopping Cart # / Funds Reservation #: 300000432

Funding Account(s):

Comments:

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



HRMD

Human Resources Management Department

700 Lavaca, 4th Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

MEMORANDUM

DATE: October 19, 2012
TO: Cyd Grimes, County Purchasing Agent
C.W. Bruner, CTP, Purchasing Agent Assistant IV
VIA: Leslie Browder, County Executive, PBO
FROM: Diane Poirot, HRMD Director
SUBJECT: **Contract No. 4400000011 (H.T.E. Contract # 03T000580J)
Employee Assistance Program**

The Human Resource Management Department (HRMD) has reviewed and evaluated the above referenced contract. It has been determined that the professional services related to the Employee Assistance Program, Contract Number 4400000011, have been provided at a level that merits the contract's extension. The contract rate will remain \$1.13 per employee per month, with up to five (5) visits per incident; and, includes 50 hours of training per year. We anticipate a change in the contract amount based on the increase in employee headcount from 4000 to 4500.

Travis County employees and managers continue to benefit from the quality of counseling, mediation, and training services. In addition, the availability to access the EAP for 5 visits per incident/issue helps to reduce the claims to the group health benefit. Therefore, please initiate the extension of this contract to the next option year ending November 30, 2013. The contract will continue to be funded from the fourteen digit account number 001-1130-522-6401 and service has been included in the FY12 budget.

cc: Leslie Browder, County Executive, PBO
Kim Austin-Smith, HR Manager

/krn

(SAP # 4400000011)

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET, 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: November 19, 2012
ISSUED TO: 1000003797 Alliance Work Partners Attn: Terrence R. Cowan 2525 Wallingwood Dr., Bldg. 5 Austin, Texas 78746	MODIFICATION NO.: 12	EXECUTED DATE OF ORIGINAL CONTRACT: November 19, 2002

ORIGINAL CONTRACT TERM DATES: **December 1, 2002 - November 30, 2003** CURRENT CONTRACT TERM DATES: **December 1, 2012 - November 30, 2013**

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$49,971.00 Current Modified Amount \$61,020.00.

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Recitals

County Commissioners Court has reviewed the services provided under this contract and found that the services are professional services. On September 5, 2006, Commissioners Court ordered this contract exempt from the County Purchasing Act as professional services. In modification 6 the contract was amended to allow County to exercise annual options.

Agreement

County exercises its tenth option to extend this contract for one additional year. The tenth option commences December 1, 2011. During the tenth option year, County selects five as the maximum number of visits allowed per incident. During the tenth option year, County shall pay Contractor \$1.13 per employee per month for the full Employee Assistance Program Services with up to five (5) visits per incident for 4,500 employees and 50 hours of training. In Addition the County shall have included and receive at no extra cost Help Net Standard.

County and Alliance Work Partners hereby incorporate this amendment into the Alliance Work Partners Services Agreement, County and Alliance Work Partners hereby ratify all of the terms and conditions of the Agreement as amended.

Upon execution of this modification, the Contract as previously amended is modified effective December 1, 2012.

Note to Vendor:

Complete and sign your portion of the signature block section below for all originals and return all signed originals to Travis County.

DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Alliance Work Partners</u>	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____	



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By: Steve Sun **Phone #:** 854-4660

Division Director/Manager: Steve Sun, Assistant Public Works Director

Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) Approval of the Amended Guidelines for Public/Private Partnerships for Circle Drive at US 290 Intersection Improvements project;
- B) Approval of an Advance Funding Agreement with Texas Department of Transportation for Circle Drive at US 290 Intersection Improvements project; and
- C) Approval of a Resolution supporting the Advance Funding Agreement with Texas Department of Transportation for intersection improvements at Circle Drive at US 290.

BACKGROUND/SUMMARY OF REQUEST:

Circle Drive at US 290 Intersection Improvements is a voter approved 2011 Bond project. It is a safety improvements project for the intersection. The scope of work includes: realignment of Spring Valley Road to match Circle Drive at US 290, additional paved shoulders, acquisition of additional Right-of-Way, and construction of right turn lanes. Per this Advance Funding Agreement, Texas Department of Transportation will conduct a traffic signal warrant study after County's completion of the road realignment works at the intersection. If the traffic meets the signal warrants, Texas Department of Transportation will design and construct the traffic signal at the State's costs. The Guidelines for Public/Private Partnerships for Transportation Projects approved for 2011 Bond projects has been modified for this project. This modification is necessary so that this project can enter into an agreement with Texas Department of Transportation to meet the covenants of the 2011 bond projects.

STAFF RECOMMENDATIONS:

TNR and County Attorney's Office recommend approval of a) the Amended Guidelines for Public/Private Partnerships for Transportation Projects, b) Entering into the Advance Funding Agreement with Texas Department of Transportation for the intersection improvements at Circle Drive at US 290, and c) a Resolution supporting the Advance Funding Agreement with Texas Department of Transportation for intersection improvements at Circle Drive at US 290.

ISSUES AND OPPORTUNITIES:

Construction plans for the intersection improvements have been completed and the Texas Department of Transportation has issued an access permit for construction of these improvements. Acquisition of Right-of-Way is underway. These intersection improvements along with future traffic signals will improve the safety of this segment of roadway.

FISCAL IMPACT AND SOURCE OF FUNDING:

County will be responsible for design, construction and maintenance of intersection improvements on the local roads while Texas Department of Transportation will be responsible for design, construction and maintenance of traffic signals and associated works within the state highway system. Funding for County's intersection improvements is available from the 2011 bond funds for US 290/Circle Drive Intersection Improvements project. State highway access permit fee has been paid. Funds reservation for construction of the intersection improvements will be made after a successful bid is accepted and recommended for Commissioners Court approval.

EXHIBITS/ATTACHMENTS:

- Amended Guidelines for Public/Private Partnerships for Transportation Projects
- Advance Funding Agreement
- Resolution
- Location Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Tom Nuckols	County Attorney	Attorney's Office	854-9415
Jessica Rio	Budget Director	PBO	854-4455

CC:

Steve Sun	Assistant PW Director	TNR	854-4660
Donna Williams-Jones	Financial Analyst Sr	TNR	854-7677
Tony Valdez	Sr Engineer	TNR	854-7567

: :
0101 - Administrative Svcs-

RESOLUTION

WHEREAS, Travis County and the Texas Department of Transportation desire for certain improvements to be made at the intersection of U.S. Highway 290 West and Circle Drive;

NOW, THEREFORE, the Travis County Commissioners Court approves the attached Advance Funding Agreement (US 290 W at circle Drive).

Approved on the _____ day of _____, 2012.

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct One

Sarah Eckhardt
Commissioner, Precinct Two

Karen Huber
Commissioner, Precinct Three

Margaret Gomez
Commissioner, Precinct Four

**2011 TRAVIS COUNTY GENERAL OBLIGATION BONDS:
GUIDELINES FOR PUBLIC/PRIVATE PARTNERSHIPS
FOR TRANSPORTATION PROJECTS**

Overview

In a public/private partnership, a private party may contract for the engineering and construction of a road segment and be reimbursed by the County for a share of the costs; or the County may contract for the engineering and construction of the road segment and pay for a share of the costs with funds contributed by a private party.

Milestones

County bond funding for each project will be conditioned on that project meeting certain milestones. If a project fails to make progress towards completion according to the milestones, the County may withdraw funding and re-direct it to another project.

Land Ownership & Security for Private Share of Costs

Private parties are expected to arrange for the donation to the County of all property interests required for the project, including rights-of-way and easements for slopes, sight distances, stormwater, etc. Therefore, private parties should own, control, or be able to acquire all the land within a project's limits. In a limited number or unique cases, the County may be willing to use eminent domain to acquire outparcels, provided the private parties bear the ultimate cost.

Also, the private share of project funding must be secured by a cash deposit, bond, letter of credit, public improvement district assessment, special district tax or assessment, restrictive covenant, or other form of funding or security acceptable to the County in its discretion.

Securing right-of-way and the private party's financial commitment at an early date will be two of the key milestones on which bond funding is conditioned. This ensures that the County will be able to proceed with the project regardless of either a change in ownership of the land or a negative change in the financial status of the land owner.

General Criteria

1. All candidate projects must be arterials in the current CAMPO 2035 Plan.
2. All candidate projects must result in construction of a viable segment of roadway that, standing alone, is fully functional and usable by the public even if no subsequent segment is added in the future.

3. County bond funding may not be used to pay for the portion of a project that a land owner is obligated to pay for or build as a requirement of being granted development entitlements for the land.
4. Projects must not result in additional traffic loads being directed onto existing road segments that are substandard.
5. The County will consider the phased construction of a multi-lane projects. However, the first phase must result in at least two lanes being completed for the full length of the ultimate project. Also, requirements for securing the private share of the project cost may be more stringent for phased projects.
6. The County will pay no more than half of all engineering and construction costs. Construction costs will include bridges, utility relocation, road-related storm water detention and water quality ponds, landscaping, and pedestrian and bicycle facilities. The County will pay up to 80% of the cost of bridges and box culverts if County design standards require them to be 100 feet or longer, measured along the centerline of the road.
7. The County will define the project engineering design standards; define and approve the scope and terms of the engineering contracts, including the amount and coverage of professional errors and omissions insurance; and review and approve the engineering construction plans and specifications.
8. If a private party contracts for engineering and construction, procurement processes substantially similar to the County's procurement processes must be followed. The project engineer must be selected based on qualifications rather than low bid. The construction contractor must be selected based on a competitive bidding process. The County's goals for Historically Underutilized Businesses must be met in for both engineering and construction procurement. Final selection of the project engineer and construction contractor are subject to County approval.
9. A candidate project is expected to include city participation if any part of it is inside the city limits, an area included in a three year municipal annexation, an area subject to an annexation agreement, or a "near-term annexation areas" of the City of Austin under §30-1-21(5), Austin/Travis County Subdivision Regulations. City funding should be roughly proportional to the relative portion of the road segment that is in any one of these areas. The cost of any unique features or design requirements that result from special city requirements must be born entirely by the city or the private party. Written commitments from a city will be required prior to the Commissioners Court vote to call the bond election.
10. In lieu of the foregoing cost sharing, the County and a private or public partner may agree that the County will make certain improvements to County maintained transportation facilities in exchange for the partner making certain improvements to related non-county public transportation facilities. The improvements must combine to provide enhanced level of service, safety, congestion relief, or access to

schools, parks, affordable housing, transit oriented development, alternative transportation modes, or similar community benefits. The level of each party's contribution to the project must be proportionate to the level of enhancement it contributes to overall project functionality. The private or public partner's improvements need not be to facilities in the current CAMPO Plan.

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Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A
TRANSPORTATION IMPROVEMENT
PROJECT ON & OFF SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the County of Travis, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112824, authorizing the State to undertake and complete a highway improvement generally described as the installation of a traffic signal, called the "Project"; and,

WHEREAS, the Local Government has agreed to comply with the access permit process; and,

WHEREAS, the State has agreed to conduct and comply with the signal warrant study; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20___, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

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AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

The State will conduct and comply with a traffic signal warrant study when warrants meet at US 290 at the intersection of Circle Drive and Spring Valley Road as shown on Attachment "B". The Local Government shall comply with the access permit process.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control. before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

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- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification. **Not applicable to this Project**
- H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities – Not applicable to this Project

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local

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Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation – Not Applicable to this Project

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State has responsibility for the performance of architectural and engineering services of the traffic signal installation. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

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11. Construction Responsibilities

- A. The State will advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property –Not Applicable to this Project

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County of Travis Attn: County Judge P.O. Box 1748 Austin, Texas 78767-1748	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

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notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:
1. Obtain and provide to the State , a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) id this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B.** If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C.** If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

CSJ #0914-00-292
District #14 - AUS
Code Chart 64 #50227
US 290 W at Circle Drive
Federal Highway Administration
CFDA #20.205
Not Research and Development

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

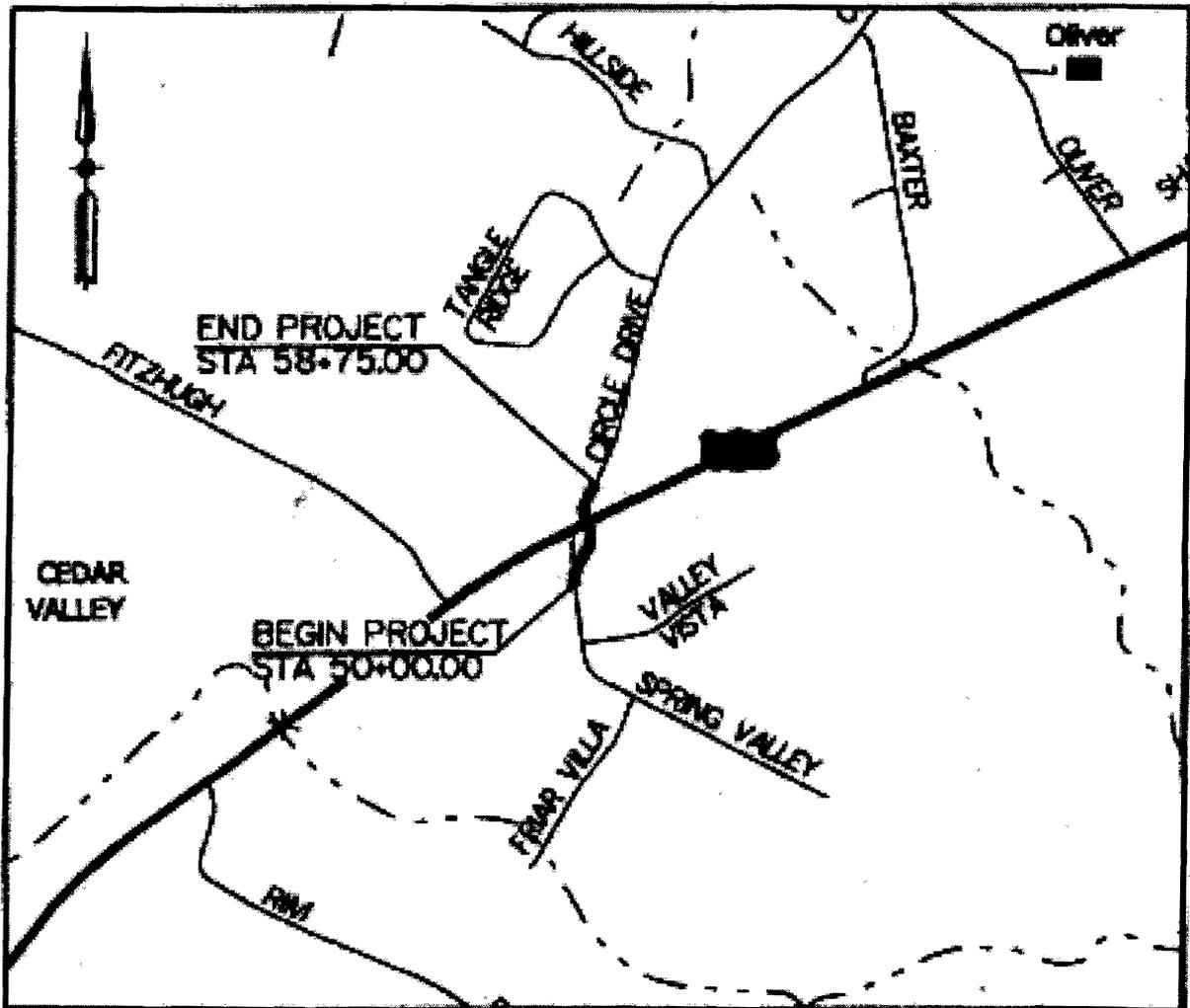
Date

CSJ #0914-00-292
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US 290 W at Circle Drive
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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

CSJ #0914-00-292
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ATTACHMENT B LOCATION MAP SHOWING PROJECT



CSJ #0914-00-292
 District #14 - AUS
 Code Chart 64 #50227
 US 290 W at Circle Drive
 Federal Highway Administration
 CFDA #20.205
 Not Research and Development

ATTACHMENT C PROJECT BUDGET

The Local Government will be responsible for 100% of the costs of the work off the State system.
 The State will be responsible for 100% of the costs of the work on the State system.

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Signal Design & Construction (by State)		\$140,000	0%	\$0	100%	\$140,000	0%	\$0
Access Permit Process (by Local Government)		\$5,000	0%	\$0	0%	\$0	100%	\$5,000
Subtotal		\$145,000		\$0		\$140,000		\$5,000
Direct State Cost for Preliminary Engineering = \$14,000	Environmental Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
	Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
	Engineering Direct State Costs (100%)	\$14,000	0%	\$0	100%	\$14,000	0%	\$0
	Utility Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Direct State Costs		\$14,000	0%	\$0	100%	\$14,000	0%	\$0
Indirect State Costs (5.1%)		\$7,395	0%	\$0	100%	\$7,395	0%	\$0
TOTAL		\$180,395		\$0		\$175,395		\$5,000

Initial payment by the Local Government to the State: \$0
 Payment by the Local Government to the State before construction: \$0
 Estimated total payment by the Local Government to the State: \$0.
 This is an estimate. The final amount of Local Government participation will be based on actual costs.



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: Vicki Skinner/854-9522

Elected/Appointed Official/Dept. Head: Rosemary Lehmborg, District Attorney

Commissioners Court Sponsor: Judge Biscoe

Vicki Skinner for Rosemary Lehmborg

AGENDA LANGUAGE:

Consider and take appropriate action on Equitable Sharing Agreement and Certification for federal forfeiture proceeds for the District Attorney's Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The District Attorney's Office requests approval of the attached annual Equitable Sharing Agreement and Certification. Approval of this agreement is a prerequisite for the District Attorney's Office to receive any equitably shared cash, property or proceeds from participation in an investigation or prosecution that results in a federal forfeiture. The certification must be submitted annually to the Department of Justice and the Department of the Treasury.

This certification report has been reviewed by the Travis County Auditor's Office.

STAFF RECOMMENDATIONS:

Staff recommends approval.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

N/A

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.



Rosemary Lehmborg ★ **Travis County District Attorney**
P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

MEMORANDUM

TO: Travis County Judge and Commissioners

FROM: Vicki Skinner, District Attorney's Office *Vicki Skinner for
Rosemary Lehmborg*

DATE: November 19, 2012

SUBJECT: Equitable Sharing Agreement and Certification

The District Attorney's Office requests approval of the attached annual Equitable Sharing Agreement and Certification. Approval of this agreement is a prerequisite for the District Attorney's Office to receive any equitably shared cash, property or proceeds from participation in an investigation or prosecution that results in a federal forfeiture. The certification must be submitted annually to the Department of Justice and the Department of the Treasury.

This certification report has been reviewed by the Travis County Auditor's Office.

cc: Jim Connolly, Assistant County Attorney
David Jungerman, Travis County Auditor's Office



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- Police Department
 Sheriff's Office
 Task Force (Complete Table A)
 Prosecutor's Office
 National Guard Counterdrug Unit
 Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. *

Agency Name: Travis County District Attorney's Office

NCIC/ORI/Tracking Number:

T	X	2	2	7	0	3	5	A
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Mailing Address: 509 W. 11th Street

City: Austin

State: TX

Zip: 78701

Finance Contact: First: Vicki

Last: Skinner

Phone: 512-854-9400

E-mail: vicki.skinner@co.travis.tx.us

Preparer:

First: Dina

Last: White

Same as Finance Contact

Phone: 512-854-9400

E-mail: dina.white@co.travis.tx.us

Independent Public Accountant:

E-mail: fstover@atchleycpas.com

Last FY End Date: 09/30/2012

Agency Current FY Budget:

\$17,524,583.00

- New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.
 Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.
 Amended Form: Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		
2	Federal Sharing Funds Received		\$25,238.47
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input checked="" type="radio"/> Interest Bearing <input type="radio"/>		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$0.00	\$25,238.47
7	Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$0.00	\$25,238.47

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$0.00	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number										
	<table border="1" style="width: 100%; height: 30px;"> <tr> <td style="width: 10%;"></td> </tr> </table>										

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name: <input style="width: 450px;" type="text"/>										
NCIC/ORI/Tracking Number: <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> </tr> </table>										

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name: <input style="width: 450px;" type="text"/>										
NCIC/ORI/Tracking Number: <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> </tr> </table>										

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____		

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.
2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.
3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.
4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.
5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.
6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

Governing Body Head

Signature: _____
 Name: Rosemary Lehmborg
 Title: District Attorney
 Date: _____
 E-mail: Rosemary.Lehmborg@co.travis.tx.us

Signature: _____
 Name: Samuel T. Biscoe
 Title: County Judge
 Date: _____
 E-mail: Sam.Biscoe@co.travis.tx.us

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: E-mail the XML file to aca.submit@usdoj.gov
- Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY Entered by _____ Entered on _____ <input type="radio"/> FY End: 09/30/2012 <input checked="" type="radio"/> NCIC: TX227035A Agency: Travis County District Attorney's Office <input type="radio"/> State: TX Finance Contact: Vicki Skinner		Date Printed: November 19, 2012 17:46 Phone: 512-854-9400 E-mail: vicki.skinner@co.travis.tx.us
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Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By/Phone Number: Vicki Skinner/854-9522

Elected/Appointed Official/Dept. Head: Rosemary Lehmburg

Commissioners Court Sponsor: Judge Biscoe

*Vicki Skinner for
Rosemary Lehmburg*

AGENDA LANGUAGE:

Consider and take appropriate action regarding the transfer of District Attorney's Office and County Attorney's Office Family Violence Protection Team grant positions to the General Fund.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The staff recommends approval.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

The Planning and Budget Office recommends delaying a request for additional funding until we have determined that some or all of the costs cannot be funded through salary savings. The maximum potential request from unallocated reserves for the District Attorney's Office is \$82,366 and for the County Attorney's Office is \$133,083.

REQUIRED AUTHORIZATIONS:

This request was prepared in consultation with the Planning and Budget Office.



Rosemary Lehmborg ☆ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

M E M O R A N D U M

TO: Travis County Judge and Commissioners

FROM: LaRu Woody, District Attorney's Office

DATE: November 19, 2012

SUBJECT: Family Violence Position Request

The District Attorney's Office requests the transfer of two half-time Assistant District Attorney positions (slots 239 and 281) on February 1, 2013 from the Family Violence Protection Team Grant to the General Fund budget of the District Attorney's Office. These positions will continue to be responsible for providing investigative support and preparation and prosecution of felony family violence cases.

The Austin Travis County Family Protection Team (FVPT) was established in 1999 to create a comprehensive and coordinated approach to family violence that increases services, safety and availability of information to victims of family violence, increases the arrest and prosecution of batterers and holds batterers accountable for their actions. Team partners include Travis County District Attorney's Office, Travis County Attorney's Office, Travis County Sheriff's Office, SafePlace, Texas Rio Grande Legal Aid, Texas Advocacy Project and Austin Police Department.

The District Attorney's Office joined the Team as a co-located partner in August, 2003 with one grant-funded .5 Assistant District Attorney to assist law enforcement in drafting search and arrest warrants, screen cases, obtain Grand Jury subpoenas, train law enforcement on case investigations and prepare and present cases to the Grand Jury. A second .5 grant-funded Assistant District Attorney was added in 2010 to assist with the increase in cases resulting from the expansion of

family violence offenses (including strangulation and continuous family violence offenses) that are punished as felonies.

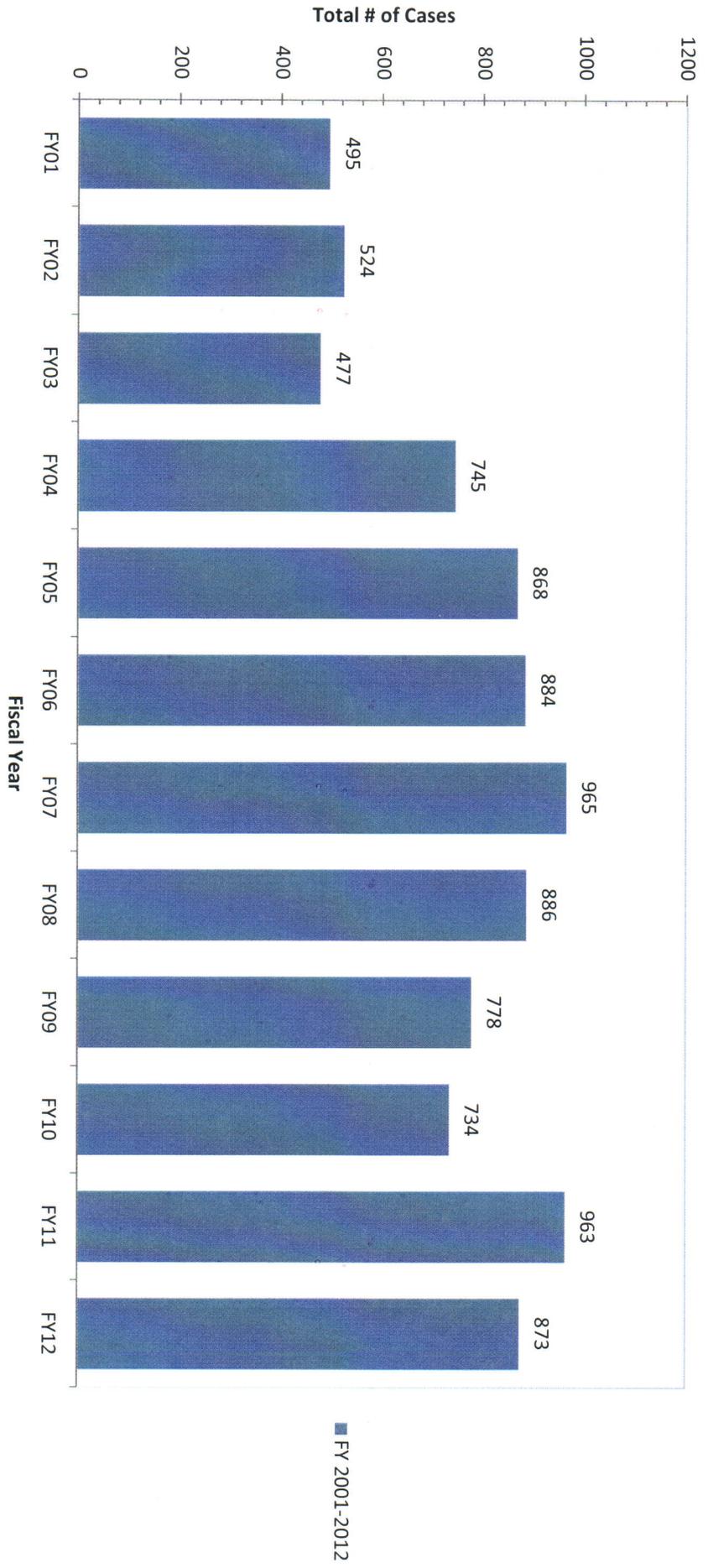
When the District Attorney's Office received federal grant funds for the first family violence position in FY2003, 477 felony family violence cases were indicted by Travis County Grand Juries. Due in large part to the statutory changes, the number of new felony indictments increased to 963 in FY2011, an increase of almost 100% in eight years. The average number of pending felony family violence cases on the County Court of Law Four docket increased from 104 in FY2004 to 284 in FY2012.

Since 2003, the District Attorney's Office has received \$614,475.62 from the Family Violence Protection Team Grant to Encourage Arrest Policies from the U.S. Department of Justice Office of Justice Programs, Violence Against Women Grant Office. The grant funding for the two .5 Assistant District Attorney positions will run out the end of January, 2013 and the application for the FVPT's continuation grant was not approved.

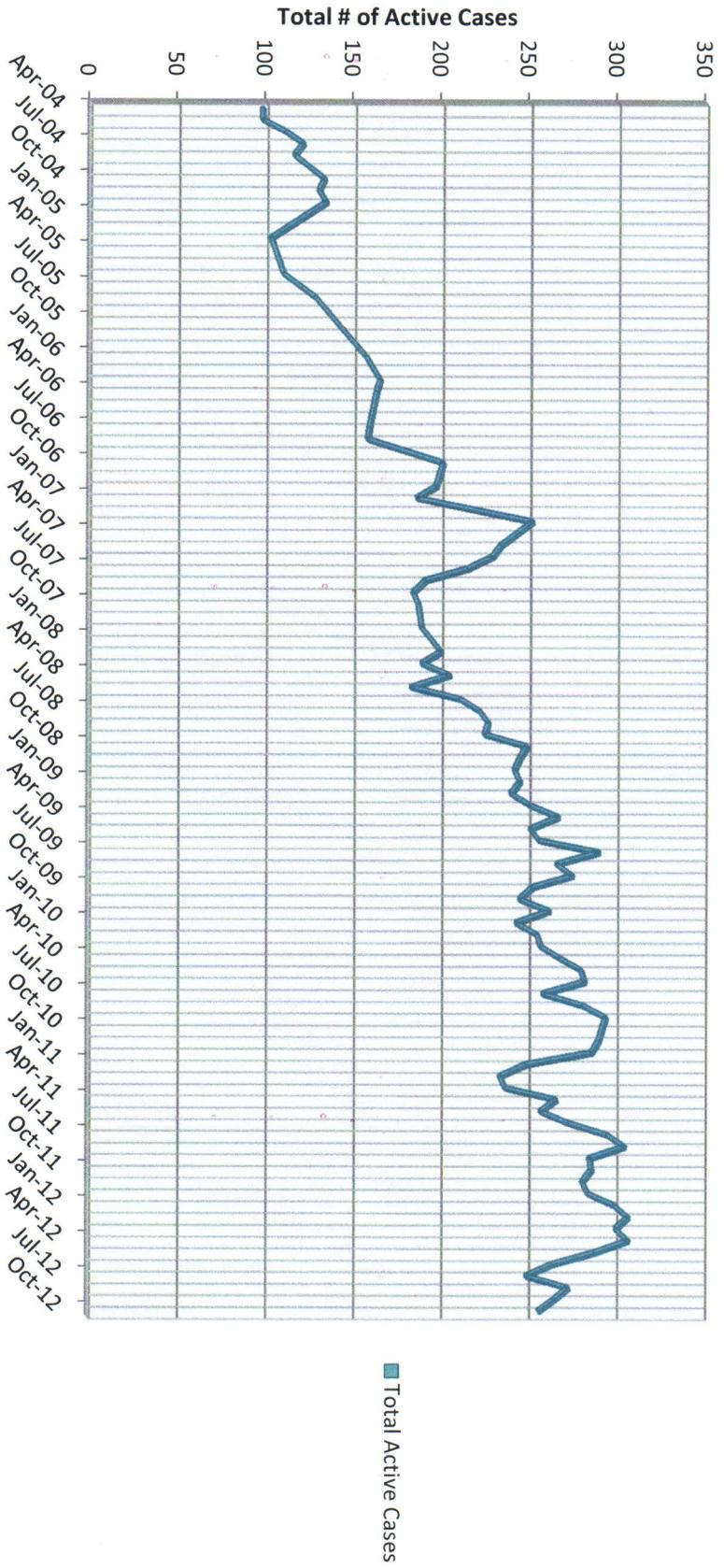
Because it is essential to retain the two .5 positions in order to maintain the current level of investigation and prosecution efforts on these critical offenses, we request transfer of the positions to the General Fund. The salary and fringe benefit costs total approximately \$82,366 for February 1, 2013 through September 30, 2013. The Planning and Budget Office recommends delaying a request for additional funding until we have determined that some or all of the costs cannot be funded through salary savings.

Thank you for your consideration of this request.

Family Violence Indicted Cases FY 2001-2012



County Court-at-Law 4 Total Active Felony Cases





DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT



314 W. 11TH STREET
GRANGER BLDG., SUITE 300
AUSTIN, TEXAS 78701

P.O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9415
FAX: (512) 854-9316

MEMORANDUM

TO: Travis County Judge and Commissioners
FROM: Erin Martinson, County Attorney's Office
DATE: November 19, 2012
SUBJECT: Family Violence Position Request

In 1997, the Travis County Attorney's Office (TCAO) along with other partner agencies (the FVPT) applied for and received a grant from the U.S. Department of Justice's Office on Violence Against Women. As a result of this funding, for the past 15 years, the FVPT has committed to a collaborative approach aimed at decreasing family violence, sexual assault and stalking in our community. One product of this effort is that a close coordination has developed locally between law enforcement and prosecutors. Another product of this collaboration is the TCAO protective order division has become a model program for prosecutor's offices across the state. Unfortunately, on September 17, 2012, the FVPT learned that our collaboration would no longer be funded.

The TCAO has enjoyed funding for 1.5 attorneys as part of the FVPT grant. The full-time attorney funded by the grant has been housed with the protective order (PO) division and regularly handles new applications for protective orders as well as filing motions for contempt for failure to pay child support, attorney's fees and court costs, and failure to attend counseling as ordered by the protective order. The half-time attorney funded by the grant was co-located with law enforcement officers and able to assist and advise the Austin Police Department and Travis County Sheriff's Office on evidentiary and legal questions that arise during the investigation of their cases as well as to help other prosecutors with evidence requests and victims seeking protective orders at the FVPT.

In the past 5 years, the TCAO PO division has experienced a fairly dramatic increase in new cases. Specifically, in FY2012, our office filed 935 new applications for POs, a nearly 50% increase in new cases when compared with 655 POs filed by our office in FY2007. Additionally,

legislative changes, that took effect in 2011, have resulted in an increase in the number of victims who now qualify for protective orders and have contributed to our growing caseload. At the same time, our part-time attorney housed at the FVPT has experienced an increase of 650 cases staffed with law enforcement in 2007 to 805 cases in 2011. In October 2009, the part-time attorney added to her duties by participating in a collaborative review of potential felony enhancements with the District Attorney's (DA) Office. Those numbers saw a significant increase from 166 cases in 2010 to 252 cases in 2011. Because of the loss of funding and the overall increase in the protective order caseload as well as the number of cases staffed with law enforcement and the DA's Office, coupled with the highly dangerous nature of these cases, we request that the positions be moved to the general fund in order to continue the same level of domestic violence investigation and prosecution.

The mission of the FVPT is to strengthen partnerships and promote collaboration among criminal justice system components, thereby enhancing the services provided to victims of domestic violence, dating violence, sexual assault and stalking. The goals and objectives of the team are to empower victims to lead successful, violence-free lives, to improve access to law enforcement, counseling, crisis management and legal services, to increase batterer accountability, and to lead the community's zero-tolerance policy toward domestic violence. Throughout the life of this grant, the TCAO has had a strong presence on the team.

The TCAO currently has two extremely important attorney positions that terminated when the grant funds expired on October 31, 2012. The protective order attorney not only assists victims of family violence, dating violence, stalking and sexual assault with new applications for protective orders, but also monitors our protective orders to determine whether a motion for contempt should be filed for non-compliance, processes requests from the victims to modify or dismiss and attends FVPT meetings. Because the TCAO has benefitted from the grant money and from being fully staffed, the supervisor of the protective order division has had the unique opportunity to participate on numerous regional and statewide committees as well as to conduct trainings across the state aimed at prosecutors, law enforcement, private and legal aid attorneys, advocates and judges. Through the trainings, it has become evident that TCAO has a model protective order program not only because we enforce our POs civilly, in addition to criminally, but also because we routinely set up a schedule for visitation and make child support orders in our POs involving children. The TCAO is regularly invited to present about our program and to provide technical assistance to other prosecutor's offices. All of the extra work and training we do to impact the services available to victims of family violence, sexual assault and stalking has been possible because we have had a fully funded and staffed division.

The FVPT hopes to continue to demonstrate a commitment to the strong enforcement of laws and prosecution of cases involving family violence, sexual assault and stalking. The Travis County Sheriff's Office and the Austin Police Department have specifically expressed their desire to continue having ready access to a prosecutor to promote timely staffing of their cases in support of improving their ability to hold batterers accountable. The law enforcement members of the team, as well as other partner agencies, are relying on having a prosecutor co-located

with them in order to continue operating as a team. Other prosecutors in the family violence division, which includes protective orders, are also relying on having a prosecutor located at the team that can assist with gathering evidence that is not readily available or easily accessible to those not housed with law enforcement. Currently, the attorney co-located at the FVPT also meets with victims there to see if they qualify for a PO and has been able to help them apply for the PO without having to come to the TCAO office. This is especially important because it is often difficult for victims to take time off of work, find childcare and transportation necessary to attend multiple office meetings and/or court and securing a PO is a critical piece to escaping a violent relationship.

Because it is essential to continue the 1.5 attorney positions in order to maintain the same high level of services for victims of family violence, sexual assault and stalking in Travis County, we request the transfer of the positions to the General Fund. The salary and fringe benefits costs total 133,082.92 for November 1, 2012 through September 30, 2013.

Thank you for your consideration of this request.



Travis County Commissioners Court Agenda Request

Meeting Date: November 21, 2012

Prepared By/Phone Number: Paul B. Matthews, CPA (Finance Director, Travis County Sheriff); 854-9234 *Am*

Elected/Appointed Official/Dept. Head: Greg Hamilton, Sheriff; 854-9788 *GH*

Commissioners Court Sponsor:

AGENDA LANGUAGE: Consider and take appropriate action on the Chapter 59 Asset Forfeiture Report by Law Enforcement Agency (Texas Office of Attorney General Filing)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Memorandum from Paul B. Matthews, CPA (dated 11/21/12)

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Phyllis Clair, Major, Travis County Sheriff's Office, 854-9759

Mark Sawa, Major, Travis County Sheriff's Office, 854-9758

Paul B. Matthews, Finance Manager, Travis County Sheriff's Office, 854-9234



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

November 21, 2012

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gómez, Commissioner, Precinct 4

FROM: Paul B. Matthews, CPA, Travis County Sheriff's Office Finance Manager *Pm*

SUBJECT: FY2011 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency
(filing to the Texas Attorney General's Office)

The purpose of this memorandum is to request approval of the FY2012 Chapter 59 Asset Forfeiture Report required to be filed annually with the Texas Attorney General's Office.

Pursuant to Texas law, any agency that has the authority to hire peace officers is required to fill out an asset forfeiture audit form each year and return it to the Office of the Attorney General within 60 days of the end of the agency's fiscal year. The required audit report is attached.

Please call me at 854-9234, if you would like any additional information.

cc: Greg Hamilton, Travis County Sherriff's Office
Major Phyllis Clair, Travis County Sheriff's Office
Major Mark Sawa, Travis County Sheriff's Office
David Jungerman, Travis County Auditor's Office

**FY 2012
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY**

Agency Name: Travis County Sheriff's Office Reporting Period: 10/1/2011 to 9/30/2012
(local fiscal year)

Name of Agency Head (Chief, Sheriff etc.) (Printed): Sheriff Greg Hamilton example: 01/01/12 to 12/31/12, 09/01/11 to 08/31/12 etc.

Agency Mailing Address: 5555 Airport Blvd
Austin, TX 78751-1410

Phone Number: (512)854-9234

County: Travis

Email Address: _____ This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS (Funds that have been seized, but have not yet been awarded to your agency by the judicial system)

<p>A) Beginning Balance: Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.</p>	\$
<p>B) Ending Balance: Instructions: Include total amount of seized funds on hand (in your agency's possession) at end of reporting period. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.</p>	\$

II. FORFEITED FUNDS (Funds awarded to your agency by the judicial system)

<p>A) Beginning Balance: Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.</p>	\$ 100,597
<p>B) Ending Balance: Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the end of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.</p>	\$ 48,982

III. SEIZURES DURING REPORTING PERIOD

<p>A) Funds: Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency. (e.g. seizing officer's affidavit).</p>	
1) Amount seized and retained in your agency's custody:	\$
2) Amount seized and transferred to the District Attorney pending forfeiture:	\$
<p>B) Property: Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency.</p>	

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited.	SEIZED	FORFEITED TO AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)		
2) REAL PROPERTY (Count each parcel seized as one item)		
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)		
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)		
5) Other Property -Description: _____		
6) Other Property -Description: _____		
7) Other Property -Description: _____		

IV. FORFEITED FUNDS RECEIVED DURING REPORTING PERIOD

<p>Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.</p>	\$ 35,752
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V. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount):	
B) Real Property (the number of separate parcels of property, not a currency amount):	
C) Computers (the number of computers, not a currency amount):	
D) Firearms (the number of firearms, not a currency amount):	
E) Other (the number of items, not a currency amount):	

VI. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	
B)	Real Property (the number of separate parcels of property, not a currency amount):	
C)	Computers (the number of computers, not a currency amount):	
D)	Firearms (the number of firearms, not a currency amount):	
E)	Other (the number of items, not a currency amount):	

VII.

EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	SALARIES	
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	\$
2.	Salary Budgeted Solely From Forfeited Funds:	\$
3.	Number of Employees Paid Using Forfeiture Funds:	
TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		\$ 0

B)	OVERTIME	
1.	For Employees Budgeted by Governing Body:	\$
2.	For Employees Budgeted Solely out of Forfeiture Funds:	\$
3.	Number of Employees Paid Using Forfeiture Funds:	
TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:		\$ 0

C)	EQUIPMENT	
1.	Vehicles:	\$ 24,457
2.	Computers:	\$
3.	Firearms, Vests, Personal Equipment:	\$
4.	Furniture:	\$ 9,641
5.	Software:	\$
6.	Maintenance Costs:	\$
7.	Uniforms:	\$
8.	K9 Related Costs:	\$ 7,000
9.	Other (Provide Detail on Additional Sheet):	\$ 11,200
TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		\$ 53,218

D) SUPPLIES	
1. Office Supplies:	\$
2. Cellular Air Time :	\$
3. Internet:	\$
4. Other (Provide Detail on Additional Sheet) :	\$
TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:	\$ 0

E) TRAVEL	
1. In State Travel	
a) Transportation:	\$ 1,713
b) Meals & Lodging:	\$ 8,880
c) Mileage:	\$
d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	\$
Total In State Travel	\$ 10,593
2. Out of State Travel	
a) Transportation:	\$ 4,044
b) Meals & Lodging:	\$ 3,803
c) Mileage:	\$
d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	\$
Total Out of State Travel	\$ 7,847
TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:	\$ 18,440

F) TRAINING	
1. Fees (Conferences, Seminars):	\$ 15,579
2. Materials (Books, CDs, Videos, etc.):	\$ 30
3. Other (Provide Detail on Additional Sheet):	\$
TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS	\$ 15,609

G) INVESTIGATIVE COSTS	
1. Informant Costs:	\$
2. Buy Money:	\$
3. Lab Expenses:	\$

4. Other (Provide Detail on Additional Sheet) :	\$
TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ 0
H) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE	
1. Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j)):	\$
2. Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	\$
TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (l), (j), (n), (o)):	\$ 0
I) FACILITY COSTS	
1. Building Purchase:	\$
2. Lease Payments:	\$
3. Remodeling:	\$
4. Maintenance Costs:	\$
5. Utilities:	\$
6. Other (Provide Detail on Additional Sheet):	\$
TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ 0
J) MISCELLANEOUS FEES	
1. Court Costs:	\$
2. Filing Fees:	\$ 100
3. Insurance:	\$
4. Witness Fees:	\$
5. Audit Costs and Fees:	\$
6. Other (Provide Detail on Additional Sheet):	\$
TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:	\$ 100
K) PAID TO OR SHARED WITH COOPERATING AGENCY:	\$ 0
L) TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):	\$ 0
M) TOTAL EXPENDITURES:	\$ 87,367

VII. Expenditures

C) Equipment Line #9: Other Equipment List

	Amount of Expenditure
15" Base Unit Diver's Platform (for Dive Team)	\$460.00
Rappeling Equipment	\$1,549.66
Signage for TCSO Firing Range	\$2,635.00
Transciever and Transducer Cable for Dive Team	\$6,475.00
Total Expenditures	\$11,120.00

NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR or CITY
MANAGER

(Printed Name): _____

SIGNATURE: _____

DATE: _____

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): _____

SIGNATURE: _____

DATE: _____

Greg Hamilton
11/20/12

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.tx.us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.



Travis County Commissioners Court Agenda Request

Meeting Date: November 19, 2012

Prepared By/Phone Number: Paul B. Matthews, CPA (Finance Director, Travis County Sheriff); 854-9234 *Pm*

Elected/Appointed Official/Dept. Head: Greg Hamilton, Sheriff; 854-9788 *GH*

Commissioners Court Sponsor:

AGENDA LANGUAGE: Consider and take appropriate action on the Equitable Sharing Program Compliance Notice for Federal Forfeitures (U.S. Department of Justice filing)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Memorandum from Paul B. Matthews, CPA (dated 11/19/12)

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Phyllis Clair, Major, Travis County Sheriff's Office, 854-9759
Mark Sawa, Major, Travis County Sheriff's Office, 854-9758
Paul B. Matthews, Finance Manager, Travis County Sheriff's Office,
854-9234

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.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

November 19, 2012

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gómez, Commissioner, Precinct 4

FROM: Paul B. Matthews, CPA, Travis County Sheriff's Office Finance Manager *Pm*

SUBJECT: Equitable Sharing Program Compliance, Federal Asset Forfeiture
Certification Report

The purpose of this memorandum is to request approval of the attached Equitable Sharing Agreement and Certification report issued by the U.S. Department of Justice.

Approval of this amended agreement is a prerequisite for the Travis County Sheriff's Office to continue to receive any equitably shared cash, property, or proceeds from participation in an investigation in Fiscal Year 2012 that result in federal property forfeiture.

Please call me at 854-9234, if you would like any additional information.

cc: Greg Hamilton, Travis County Sherriff's Office
Major Phyllis Clair, Travis County Sheriff's Office
Major Mark Sawa, Travis County Sheriff's Office



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- Police Department
 Sheriff's Office
 Task Force (Complete Table A)
 Prosecutor's Office
 National Guard Counterdrug Unit
 Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. *

Agency Name: Travis County (TX) Sheriff's Office

NCIC/ORI/Tracking Number:

T	X	2	2	7	0	0	0	0
---	---	---	---	---	---	---	---	---

Mailing Address: 5555 Airport Blvd.

City: Austin

State: TX

Zip: 78751-1410

Finance Contact: First: Phyllis

Last: Clair

Phone: (512) 854-9759

E-mail: Phyllis.Claire@co.Travis.TX.US

Preparer:

First: Paul

Last: Matthews

Same as Finance Contact

Phone: (512) 854-1259

E-mail: Paul.Matthews@co.Travis.TX.US

Independent Public Accountant:

E-mail: David.Jungerman@co.Travis.TX.US

Last FY End Date: 09/30/2012

Agency Current FY Budget:

\$143,345,461.00

New Participant:

Read the Equitable Sharing Agreement and sign the Affidavit.

Existing Participant:

Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Amended Form:

Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$25,767.82	\$125,839.68
2	Federal Sharing Funds Received	\$208,333.92	\$68,875.32
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>	\$117.69	\$84.73
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$234,219.43	\$194,799.73
7	Federal Sharing Funds Spent (total of lines a - m below)	\$75,006.89	\$194,715.00
8	Ending Balance (difference between line 7 and line 6)	\$159,212.54	\$84.73

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training	\$28,735.82	\$13,463.30
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		\$10,339.14
g	Total spent on electronic surveillance equipment	\$4,771.93	\$17.79
h	Total spent on buildings and improvements	\$7,387.49	\$54,354.80
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)	\$34,111.65	\$116,539.97
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$75,006.89	\$194,715.00
o	Did your agency receive non-cash assets? <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; height: 20px;"></td> </tr> </table>								

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds						
Agency Name: <input style="width: 450px;" type="text"/>								
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 15px; height: 20px;"></td><td style="width: 15px; height: 20px;"></td></tr></table>								

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds						
Agency Name: <input style="width: 450px;" type="text"/>								
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 15px; height: 20px;"></td><td style="width: 15px; height: 20px;"></td></tr></table>								

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Water Rescue Manikins (2) for Dive Team		\$1,401.07
2008 Mercedes (purchase Federal Govt ownership share from DEA following seizure)	\$1,233.47	\$3,228.83
Dive Team Equipment: wet suits, tanks, and other assorted dive equipment	\$18,689.45	\$21,260.55
Office Furniture & Filing Cabinets for Travis County Correctional Center		\$2,174.22
Evidence Bags, drug detection kits, and other supplies for crime lab		\$3,872.39
Underwater Radar and Lighting Equipment for Dive Team Boat		\$4,159.12
Miscellaneous supplies for crime lab		\$4,319.70
Miscellaneous supplies for crime lab (evidence tweezers, chain of custody forms, etc.)		\$2,273.26
Scuba gloves, dive masks, dive computers, regulators for dive team		\$11,733.90
Wet suits, dive hoods, pony bottles, scuba tanks, etc. for dive team	\$42.72	\$21,920.28
Lockers for dive team equipment	\$4,720.00	
Miscellaneous supplies for crime lab	\$91.01	
Underwater back-up lights (for dive team)	\$215.00	
Pony bottle gages, brackets, and hard weights (for dive team)	\$1,120.00	
Purchase of 2 boat motors (plus installation) for lake patrol units		\$38,047.85
Purchase new K-9 dog	\$8,000.00	
2007 Honda Civic Hybrid (purchase following federal seizure)		\$2,148.80

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input checked="" type="radio"/> Treasury <input type="radio"/>	80% ownership in a 2008 Mercedes Benz C-300 (balance of car ownership purchased from DEA for \$4,462.30)
Justice <input checked="" type="radio"/> Treasury <input type="radio"/>	80% ownership in a 2007 Honda Civic Hybrid (balance of car ownership purchased from DEA for \$2,148.80)

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

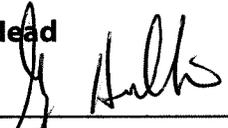
Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

Signature: 
Name: Greg Hamilton
Title: Sheriff
Date: _____
E-mail: Greg.Hamilton@co.Travis.TX.US

Governing Body Head

Signature: _____
Name: Sam Biscoe
Title: County Judge
Date: _____
E-mail: Sam.Biscoe@co.Travis.TX.US

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: E-mail the XML file to aca.submit@usdoj.gov
- Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY

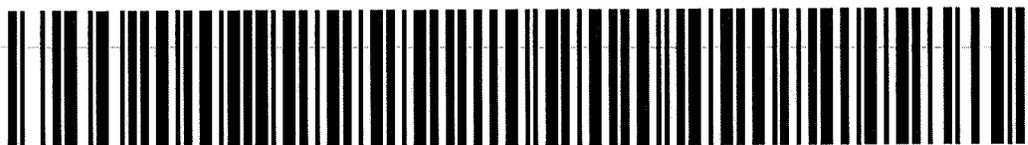
Entered by _____

Entered on _____

FY End: 09/30/2012

NCIC: TX2270000

State: TX



Date Printed: November 20, 2012 13:14

Agency: Travis County (TX) Sheriff's Office

Finance Contact: Phyllis Clair

Phone: (512) 854-9759

E-mail: Phyllis.Clair@co.Travis.TX.US



Travis County Commissioners Court Agenda Request

Meeting Date: 11/27/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: County Auditor's Office 854-9125, Planning Budget Office 854-9106, Human Resources Management Department 854-9165

Elected/Appointed Official/Dept. Head: Nicki Riley, County Auditor; Leslie Browder, County Executive Planning and Budget; Diane Poirot, Human Resources Management Department

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action regarding the following Phase II SAP implementation matters:

- A. Change in timekeeping process for exempt employees
- B. Timing of employee payroll deductions for health and other insurance

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

As with any new system implementation, opportunities arise to improve and streamline practices. There are two areas that fall into this category related to timekeeping for exempt employees and employee payroll deductions related to benefits. These process changes are described in the attached memorandum.

The County Attorney's Office has been consulted to ensure that there are no legal impediments to either change, and has advised there are none. Similarly, there are no changes needed to any existing Travis County policies to implement these changes.

STAFF RECOMMENDATIONS:

We recommend moving forward to streamline timekeeping processes for exempt employees and employee payroll deductions for benefits. Affected employees will be informed of the changes in advance of the effective dates.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

County Auditor's Office	Planning and Budget Office
Human Resources Management Department	County Judge's Office



TRAVIS COUNTY, TEXAS

MEMORANDUM

TO: Members of Commissioners Court

FROM:  Nicki Riley, County Auditor
Leslie Browder, County Executive, Planning and Budget 
Diane Poirot, Director, Human Resources Management Department 

DATE: November 20, 2012

RE: Update on Second Phase of SAP/BEFIT Implementation and Related Payroll Process Changes

Under the leadership of the County Auditor's Office, the first phase of the SAP enterprise resource planning system went live on June 4, 2012, and was a major undertaking for the County. The second phase, which includes the human resources and payroll modules, is expected to go live on January 1, 2013. "BEFIT" is the County's acronym for the new SAP system, or Better Enterprise Financial Information for Travis County.

Our primary project oversight goals are to assure that we address any needed modifications or improvements related to the first phase, while also focusing on the design, testing and implementation of the second phase. We meet weekly with the implementation team managers to monitor progress and prioritize any issues that need to be addressed. We are planning to bring a progress report to the Commissioners Court at a meeting later in December.

As with any new system implementation, opportunities arise to improve and streamline practices. There are two areas that we believe fall into this category and we recommend moving forward to make these changes. We have consulted with the County Attorney's Office to ensure that there are no legal impediments to either change, and have been advised there are none. Further, no changes are needed to any existing Travis County policies. We will inform affected employees of the planned changes in advance of the effective dates.

The first change is related to timekeeping for exempt employees. The County currently requires all employees, whether salaried or hourly, to complete a timesheet that itemizes hours worked for each pay period. According to the Fair Labor Standards Act (FLSA), an employee must be paid on a salary basis to be considered "exempt" under the white-collar exemptions applicable to administrative, professional, or supervisory workers. This means that an exempt employee must receive his or her full salary for any workweek in which he or she performs any work without regard to the number of days or hours worked. Exempt employees may keep time records to meet requirements for allocating salaries and still not be in conflict with FLSA requirements, as long as these time records are not used as the basis for pay. Common examples of when this would be appropriate at the County include tracking hours to allocate labor costs to grants. As we move toward our go-live date for the payroll module this January, we will be implementing a

timekeeping system by which our exempt employees will only be required to record their time off, such as sick or vacation, so that this amount can be deducted from their paid-time-off “bank”. According to the U.S. Department of Labor, it is permissible to do this, as long as an employer has a bona fide vacation and sick-time policy and exempt employees otherwise receive their guaranteed salary. An employee who is not exempt from the overtime provisions of the FLSA is considered non-exempt. A non-exempt employee is entitled to receive overtime for all hours worked beyond 40 hours in a work week, and is generally paid on an hourly basis. Non-exempt employees will continue to fill out timesheets for each pay period.

The second change is related to employee payroll deductions for benefits. Many years ago, a decision was made to charge employees in advance for their portion of health insurance and other benefits premiums that are deducted from each paycheck. When an employee leaves the County, they are then refunded for unused premiums that were deducted in advance of receiving the insurance coverage. This is an unusual practice and is currently handled by a combination of manual steps, and customization of the benefits load to the payroll system to accommodate the double deduction upon hire date. The refunding payment upon termination is an entirely manual process today. To continue our current practice, complicated customization of the SAP benefits and payroll systems is required along with some manual steps. This means higher ongoing costs for Travis County to support and maintain our own customization, as well as more complexity whenever we upgrade to new software releases. We are planning to simplify our practices going forward to eliminate double deductions on the employee’s first check, as well as eliminating the need for a refund at the end of employment. We are exploring the opportunity to “true up” deductions for existing employees prior to the January go-live date through two free pay periods during December since employees will have already prepaid their premiums in November. When deductions begin again in January, these deductions will cover premiums paid to the provider for the current coverage period. There is no budgetary impact associated with this change.

As we indicated previously, we will keep the Commissioners Court and employees up to date on new system developments and changes in practices that will become effective in the new calendar year.

cc: Christina Adair, County Auditor’s Office
Beth Blankenship, County Auditor’s Office
James Collins, County Attorney’s Office



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012 Executive Session

Prepared By: Greg Chico **Phone #:** ext. 44659

Division Director/Manager: Steven M. Manilla, P.E.

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on an offer-to-sell Parcels #4 and #4E from Butler Broadcasting Co., Ltd. -- needed for right-of-way in the Wells Branch Parkway Improvement Project (CIP Bond Program) located in Precinct Two.

(Note 2: EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, REAL PROPERTY).

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

Steve Sun, P.E.	Acting Public Works	TNR	854-9383
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	Director		
Chiddi N'Jie, P.E.	Project Manager	TNR	854-9383
Greg Chico	Real Estate Manager	TNR	854-4659
Mike Martino	Real Estate Rep.	TNR	854-7646

SM:GC:gc

3105 - Public Works/ROW- Wells Branch Parkway; Butler Broadcasting Co., Ltd.



Travis County Commissioners Court Agenda Request

Meeting Date: 11/13/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Mozell Swist (Ira Strange, Jr. Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

n/a

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 11/13/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Roy G. & Vivian F. Forte (Debra Dozier Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

n/a

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 11/13/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Debra Ford & Joseph Reid (Debra Dozier Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

n/a

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 11/13/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. James Capital Corp. (Debra Dozier Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

n/a

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 11/13/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Juan Vasquez & Bicenta Vasquez (Candelaria Calderon Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

n/a

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By: Paul Scoggins **Phone #:** 854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

AB

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, December 18, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 1471 and 1472 of Apache Shores, Section Three Amended – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 1471 and 1472 of Apache Shores Section Three Amended. The PUEs are dedicated per plat note. The subject lots front on Indian Creek Trail, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

According to the request letter the property owners request the vacation of the easement for the purpose of building a home centered over the subject lots' common lot line. Vacating the subject easements will allow the property owner to move forward with their plans without encroaching on said easement.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes
Request Letter
Utility Statements
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps

1101 - Development Services - Apache Shores, Section Three Amended

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owners request the vacation of two five foot wide public utility easements located along the common lot line of Lots 1471 and 1472 of Apache Shores, Section Three Amended as recorded in Volume 50, Page 81 of the Travis County Plat Records;

WHEREAS, all utility companies known to be operating in the area have indicated they have no need for the easements requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on December 18, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide public utility easements located along the common lot line of Lots 1471 and 1472 of Apache Shores, Section Three Amended, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2012.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT "A"

BEING 3,648 SQUARE FEET OF LAND, BEING A PORTION OF LOTS 1471 AND 1472, APACHE SHORES SECTION THREE AMENDED, A SUBDIVISION RECORDED IN VOLUME 50, PAGE 81, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE 5 FOOT PUBLIC UTILITY EASEMENT RUNNING ALONG BOTH SIDES OF THE COMMON LINE OF SAID LOTS, SAME BEING THAT CERTAIN ROGER GALPIN TRACTS RECORDED IN DOCUMENT NUMBERS 2008205534 AND 2009148223, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 3,648 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the common line of said Lots 1471 and 1472, for a point in the northerly line hereof, from which a Mag nail found at the common northerly corner of said Lots 1471 and 1472 bears, North 55 degrees 21 minutes 21 seconds West, 6.87 feet;

THENCE North 63 degrees 48 minutes 00 seconds East, through said Lot 1471, 5.73 feet to a point, for the northeast corner hereof;

THENCE South 55 degrees 21 minutes 21 seconds East, continuing through said Lot 1471, 362.07 feet to a point, for the southeast corner hereof;

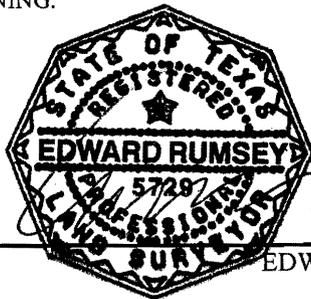
THENCE South 35 degrees 17 minutes 00 seconds West, continuing through said Lot 1471, 5.00 feet to a point in the common line of said Lots 1471 and 1472, for a point in the southerly line hereof, from which an iron rod found at the common southerly corner of said Lots 1471 and 1472 bears, South 55 degrees 21 minutes 21 seconds East, 10.00 feet;

THENCE through said Lot 1472, the following calls,

1. South 35 degrees 17 minutes 00 seconds West, 0.91 feet to a point at the beginning of a curve to the left having a radius of 258.64 feet,
2. along aid curve to the left whose chord bears, South 35 degrees 49 minutes 52 seconds West, 4.09 feet to a point, for the southwest corner hereof;

THENCE North 55 degrees 21 minutes 21 seconds West, continuing through said Lot 1472, 367.49 feet to a point, for the northwest corner hereof;

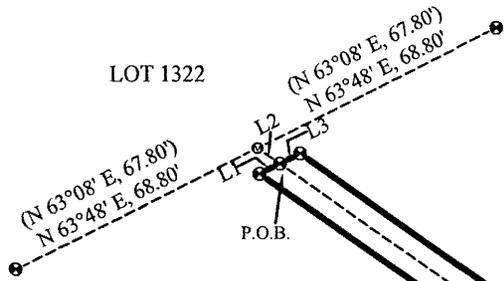
THENCE North 63 degrees 48 minutes 00 seconds East, continuing through said Lot 1472, 5.73 feet to the POINT OF BEGINNING.



DATE 10-22-2012

EDWARD C. RUMSEY, TX. RPLS #5729
 ALL STAR LAND SURVEYING
 9020 ANDERSON MILL ROAD
 AUSTIN, TEXAS 78729
 JOB # A1003212
 TCAD PROP ID# 147073/147074
 AUSTIN GRID-Z-32
 PAGE 1 OF 2

3,648 SQUARE FOOT PARTIAL RELEASE OF PUBLIC UTILITY EASEMENT

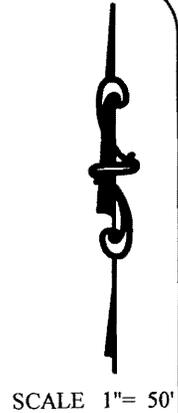


LINE TABLE

L1 - N 63°48'00" E, 5.73'
 L2 - N 55°21'21" W, 6.87'; (N 54°36' W)
 L3 - N 63°48'00" E, 5.73'
 L4 - S 35°17'00" W, 5.00'; (S 35°24' W)
 L5 - S 55°21'21" E, 10.00'; (N 54°36' W)
 L6 - S 35°17'00" W, 0.91'; (S 35°24' W, 1.04')

CURVE TABLE

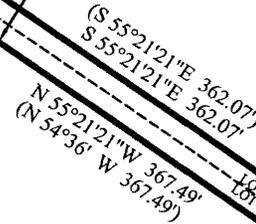
C1 - RADIUS = (258.64')
 ARC = 4.09'
 CH = S 35°49'52" W, 4.09'



3,648
SQUARE
FEET
OUT OF
LOTS 1471 & 1472

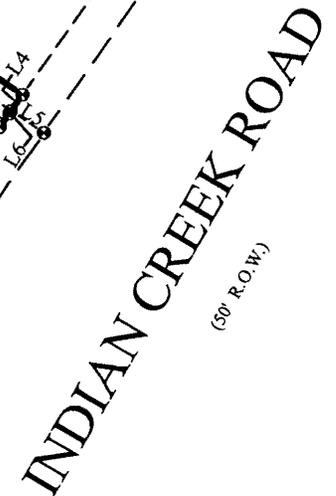
5' PUE
(VOL. 50, PG. 81,
VOL. 3822, PG. 1757)

LOT 1471



LOT 1472

5' PUE
(VOL. 50, PG. 81,
VOL. 3822, PG. 1757)



LEGAL DESCRIPTION:
 BEING 3,648 SQUARE FEET OF LAND,
 BEING A PORTION OF LOTS 1471 AND
 1472, APACHE SHORES SECTION
 THREE AMENDED, A SUBDIVISION
 RECORDED IN VOLUME 50, PAGE 81,
 PLAT RECORDS, TRAVIS COUNTY,
 TEXAS, AND BEING A PORTION OF THE
 5 FOOT PUBLIC UTILITY EASEMENT
 RUNNING ALONG BOTH SIDES OF THE
 COMMON LINE OF SAID LOTS, SAME
 BEING THAT CERTAIN ROGER GALPIN
 TRACTS RECORDED IN DOCUMENT
 NUMBERS 2008205534 AND 2009148223,
 OFFICIAL PUBLIC RECORDS, TRAVIS
 COUNTY, TEXAS, SAID 3,648 SQUARE
 FEET OF LAND TO BE MORE
 PARTICULARLY DESCRIBED BY
 METES AND BOUNDS IN EXHIBIT "A",
 ATTACHED HERETO AND MADE A
 PART HEREOF.

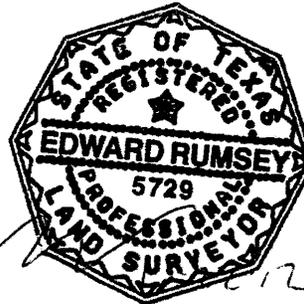
SURVEY DATE	OCTOBER 22, 2012	
TITLE CO.	-	
G.F. NO.	-	
JOB NO.	A1003212	
FILED BY	EDWARD RUMSEY	10/18/2012
CALC. BY	EDWARD RUMSEY	10/18/2012
DRAWN BY	ROGER CARDONA	10/18/2012
RPLS CHECK	EDWARD RUMSEY	10/22/2012



9020 ANDERSON MILL RD
 AUSTIN, TEXAS 78729
 (512) 249-8149 PHONE
 (512) 331-5217 FAX
 WWW.ALLSTARLANDSURVEYING.COM

LEGEND

- CALCULATED POINT
- MAG NAIL FOUND
- PUBLIC UTILITY ESMT
- RECORD INFORMATION
- POINT OF BEGINNING



Roger A. Galpin
James R. Sharp
5318 Acorn Ct.
League City, TX 77573-3183
(281)332-2709

Transportation and Natural Resources
411 W. 13th St.
Austin, TX. 78701

Subject: Evacuation of Easement between Lots 1471 and 1472 Indian Creek Rd, Apache Shores,
Section 3, Austin, TX 78734

Attn: Right of Way Maps

RECEIVED

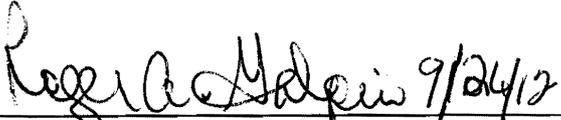
SEP 28 2012

TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

We request evacuation of the easement between these two lots for purpose of building a home centered over existing utility easement that runs between the two lots.

Enclosed are surveys of the two lots, floor plan of a house we plan to build, and affidavits from all affected utilities (AT&T, Time Warner Cable, Austin Energy, and Travis County Water Control and Improvement District #17) agreeing to evacuate their claim to the easement.

Signed,



Roger A. Galpin / Dated 9/24/12



James R. Sharp / Dated 9-26-12



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND Roger A. Galpin, GRANTEE*, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in *Travis County, Texas*, and described as follows:

Lot 1471, Apache Shores, Section Three (3) (Amended), Deed of record in Document 2009148223, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 50, Page 81, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 5 foot PUE along the southwest property line of said Lot 1471, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 9th day of AUGUST, 2012

SOUTHWESTERN BELL TELEPHONE COMPANY

Richard Laine Reed

Name : RICHARD LAINE REED

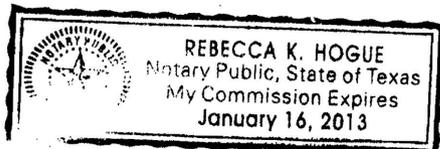
Title: MANAGER ENGINEERING DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared RICK REED, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 9th day of AUGUST, 2012

Rebecca K. Hogue
Notary Public in and for the State of TEXAS
My Commission Expires Jan 16, 2013





SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND Roger A. Galpin and James Robert Sharp, GRANTEE(S)*, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE(S), as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE(S) situated in *Travis County, Texas*, and described as follows:

Lot 1472, Apache Shores, Section Three (3) (Amended), Deed of record in Document 2008202534, Property Records of Travis County, Texas

Said land of GRANTEE(S) being subject to:

Easements recorded in Volume 50, Page 81, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 5 foot PUE along the northeast property line of said Lot 1472, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 17th day of AUGUST, 2012

SOUTHWESTERN BELL TELEPHONE COMPANY

[Signature]

Name : RICHARD LAINE REED

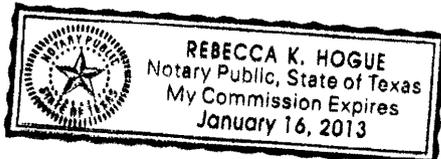
Title: MANAGER ENGINEERING DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared RICK REED, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 17th day of AUGUST, 2012

[Signature]
Notary Public in and for the State of TEXAS
My Commission Expires Jan 16, 2013





12012 N. Mopac Expressway
512/485-6417 (Laurie Schumpert)

Austin, TX 78758
512/485-1485 (Fax)

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: APACHE SHORES SECTION 3 AMENDED

Lot and Block Numbers: LOTS 1471 AND 1472

Street Address: INDIAN CREEK RD, AUSTIN, TX 78734

Property Owner: JAMES R. SHARP AND ROGER A. GALPIN

STATEMENT

X Time Warner Cable **does not** have a need for an easement on the property as described in the accompanying document.

 Time Warner Cable **does** have a need for an easement on the property as described in the accompanying document.

Time Warner Cable

Laurie Schumpert
Signature

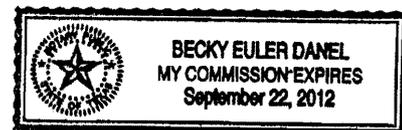
Sr. Designer
Title

State of Texas
County of Travis

This instrument was acknowledged before me on July 31, 2012 by

Laurie Schumpert

Becky Euler Danel
Notary Public





TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

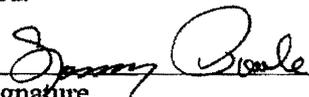
EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at N/A (address) and/or Lots 1471 & 1472 Apache Shores Section 3, Amended, Vol 50, Pg. 81 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.


Signature
Sonny Poole
Printed Name
Mgr., PIRES
Title
Austin Energy
Utility Company or District
August 2, 2012
Date

Please return this completed form to:

James R. Sharp
Name
5318 Acorn Ct.
Address
League City, TX 77573
City/State/Zip

Email: jrsharp1955@comcast.net



**TRAVIS COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT 17**

3812 Eck Lane • Austin, Texas 78734
• Phone (512) 266-1111 • Fax (512) 266-2790

UTILITY EASEMENT RELEASE APPLICATION

Date: 7-26-2012

A release of the following utility easement(s) is hereby requested.
(\$30.00 fee is required)

Property Address: APACH SHORES INDIAN CREEK RD.

Legal Description: LOT NUMBER 1471 AND 1472
VOLUME 50 PAGE 81 FIVE FOOT PUB. EASE. BETWEEN
[REDACTED] #1471 & #1472

Applicant Name: JAMES R. SHARP, ROGER A. GALPIN

Address: 5318 ACORN CT.
LEAGUE CITY, TX 77573

Reason for Request: SINGLE FAMILY RESIDENCE

Water District 17 DOES NOT have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

Water District 17 DOES have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

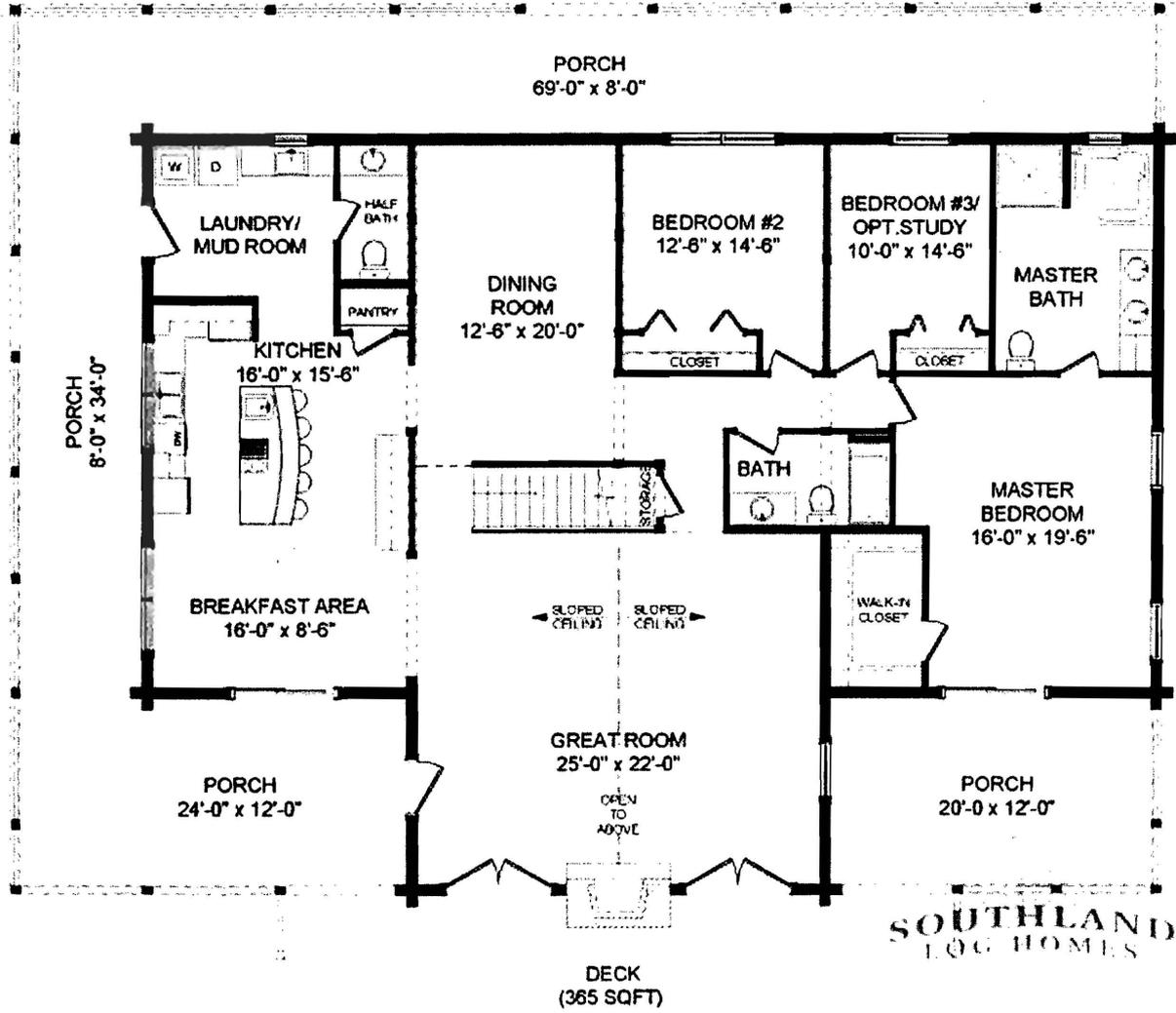
Henry Marley 7.31.12
Signature Date
Reviewer: HENRY W MARLEY

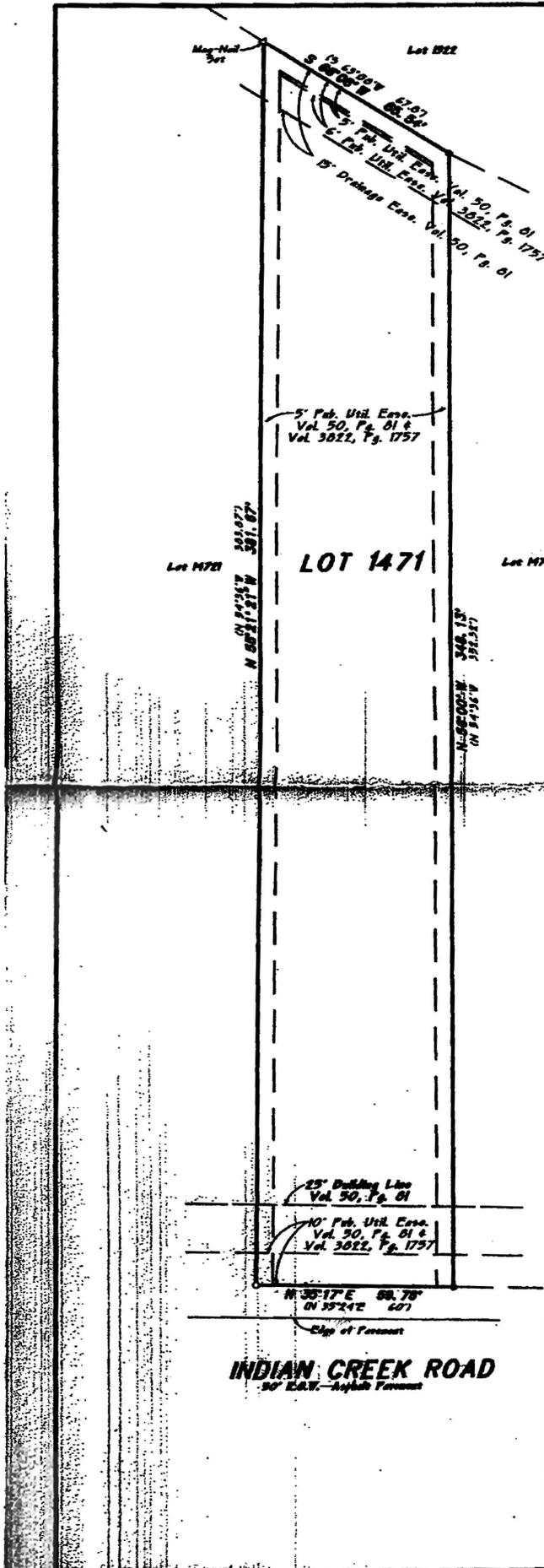
Deborah S. Gemes
Signature Date
Printed Name
General Manager
Title

Please return this completed form to:

Phone: 281-332-2709
Fax: 281-332-2709
Email: JRSHARP1955@COMCAST.NET

JAMES R. SHARP
Name
5318 ACORN CT
Address
LEAGUE CITY, TX 77573
City/State/Zip





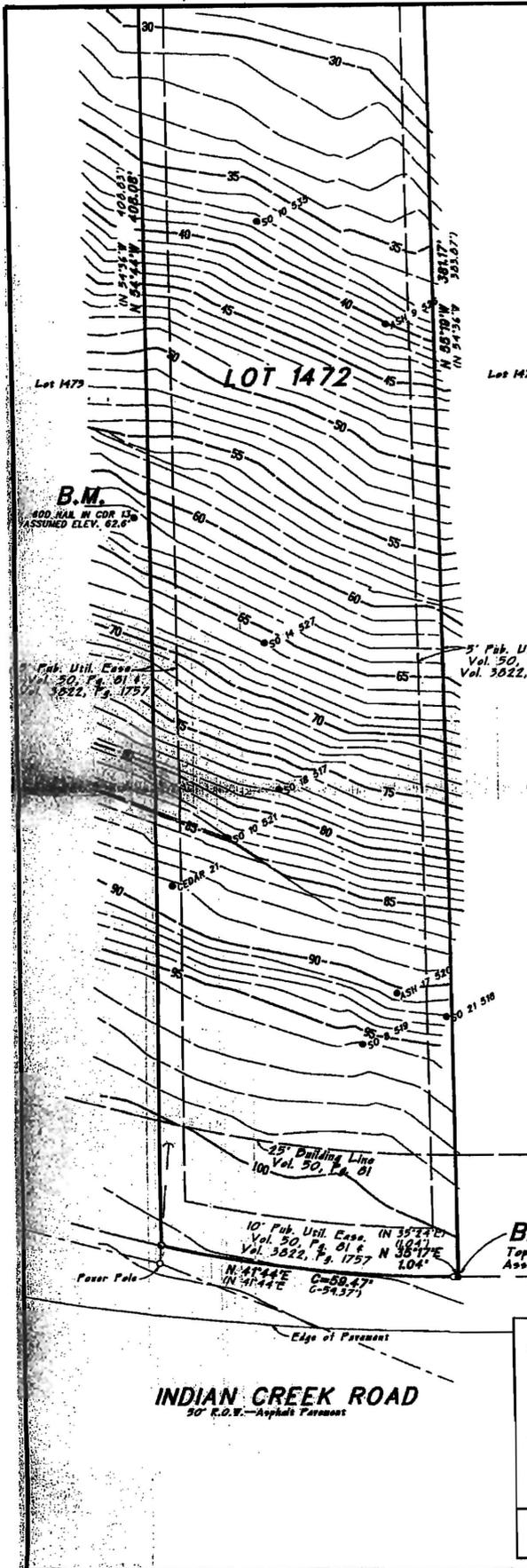
**SURVEY OF
LOT 1471
APACHE SHORES SECT.
(AMENDED), RECORDED
VOLUME 50, PAGE
PLAT RECORDS,
TRAVIS COUNTY, TEX.**
Indian Creek Road
Ref: 03109742/Hausman

NOTE:
This lot is building set out in Volume Records, T1

This lot is of rights set out in and Volume Property R Texas.

INDIAN CREEK ROAD
30' E.W. - Asphalt Pavement

<p>LEGEND ■ Cass. Monument Found ● Iron Pipe Found ● Iron Rod Found ○ Iron Rod Set ▲ Nail Found △ Nail Set () Record Information Date <u>12/02/03</u> Scale <u>1"=30'</u> Invoice No. <u>21874</u> Work Order No. <u>21874</u></p>	<p>The undersigned does hereby certify that this survey was made on the ground of the property hereby described he is correct, and that there are no visible discrepancies, boundary line conflicts, encroachments, overlapping of legal visible utility easements or roadways, except as shown hereon, that said property has access to and from a dedicated except as shown hereon.</p> <p>The property described hereon is not located in a de Flood hazard area, according to map page 481026.02 of the June 16, 1993 Flood Insurance Rate for Travis County, Texas.</p>
<p align="center">DOUG SEELIG LAND SURVEYORS 3802 Manchaca Road - Austin, Texas 78704 - PL</p>	



**TOPOGRAPHIC SURVEY
OF LOT 1472,
APACHE SHORES SECTION
(AMENDED), RECORDED IN
VOLUME 50, PAGE 81,
PLAT RECORDS,
TRAVIS COUNTY, TEXAS**
Indian Creek Road
Housman

NOTE:
This survey w
the benefit of
and may be s
building lines
shown hereon.

NOTE:
This lot is set
building setback
out in Volume
Records, Trav

This lot is set
of rights of w
set out in Vol
and Volume 13
Property Recc
Texas.

BENCH MARK
Top of Iron Rod
Assumed Elev. 100.6'

INDIAN CREEK ROAD
50' R.O.W.—Asphalt Pavement

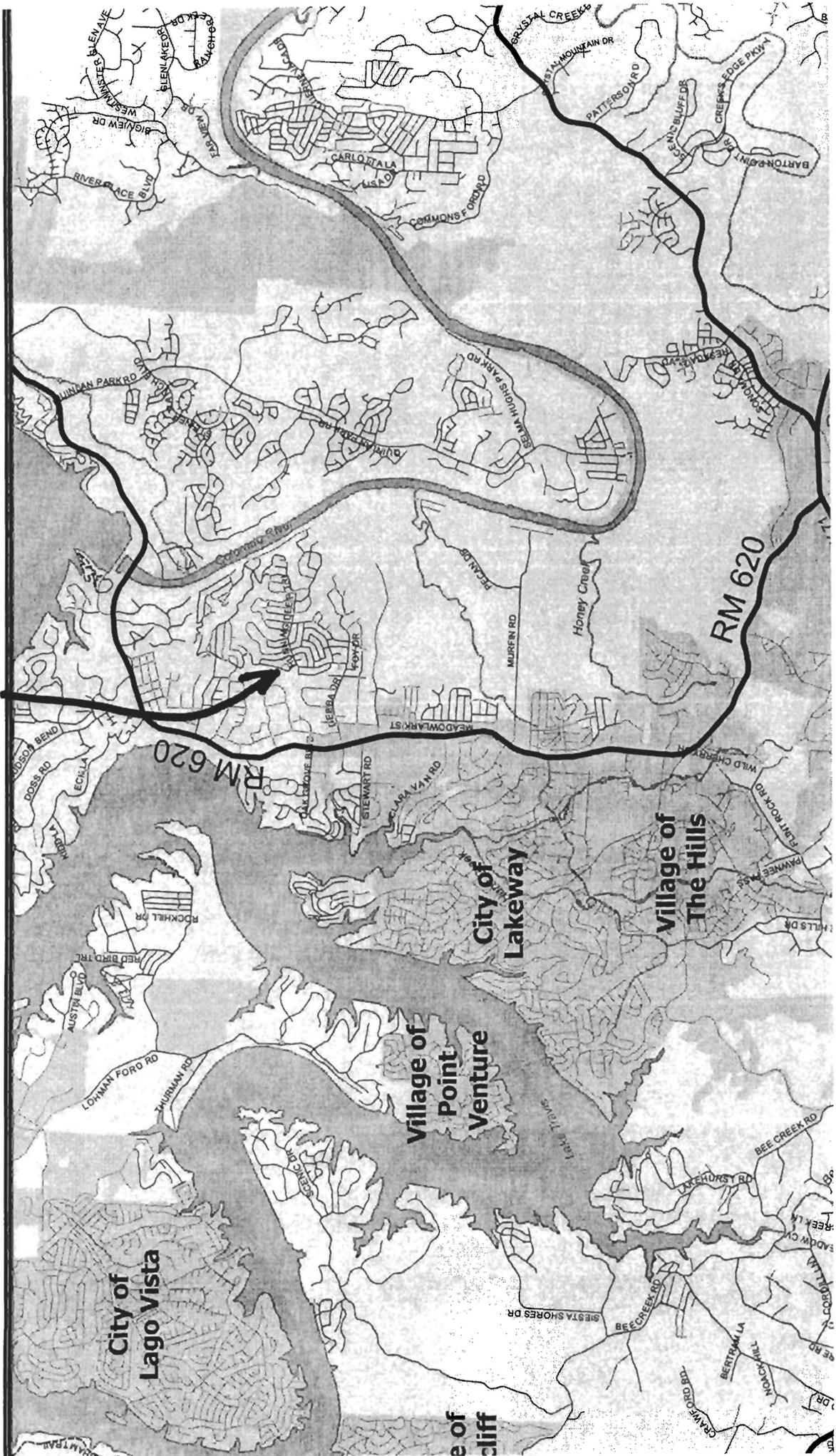
LEGEND	
■	Conc. Monument Found
⊙	Iron Pipe Found
●	Iron Rod Found
○	Iron Rod Set
△	Nail Found
▲	Nail Set
()	Record Information
Date	6/23/05
Scale	1" = 20'
Invoice No.	22582
Work Order No.	22582

The undersigned does hereby certify that this survey was this made on the ground of the property legally described hereon is correct, and that there are no visible discrepancies, con boundary line conflicts, encroachments, overlapping of improv visible utility easements or roadways, except as shown hereon that said property has access to and from a dedicated road except as shown hereon.

The property described hereon is not located in a design Flood hazard area, according to map panel 481026 0285 of the June 16, 1993 Flood Insurance Rate Ma For Travis County, Texas.

DOUG SEELIG LAND SURVEYORS, P.C.
3802 Manchaca Road - Austin, Texas 78704 - Ph. (512) 44

Site



City of
Lago Vista

Village of
Point
Venture

City of
Lakeway

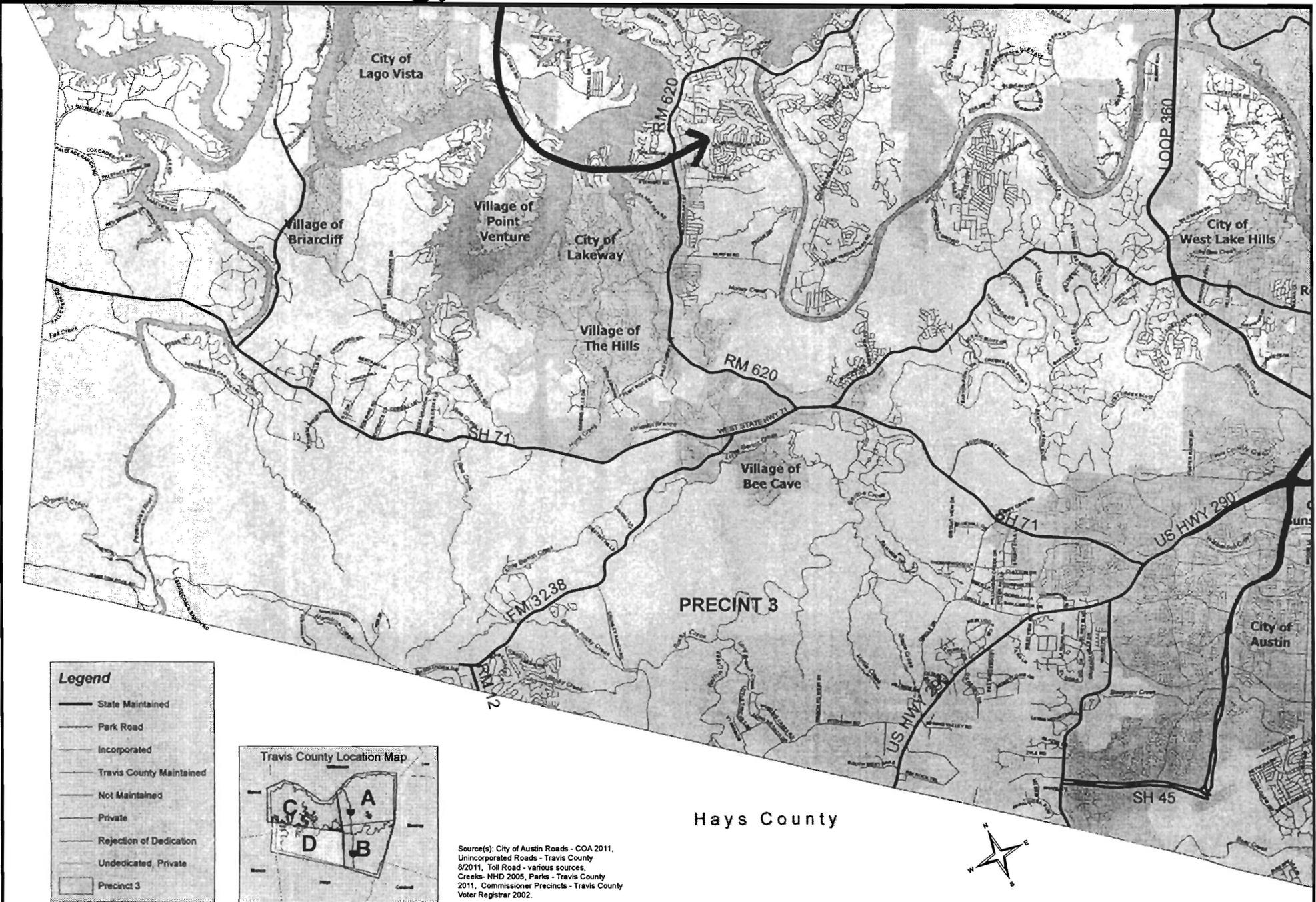
Village of
The Hills

RM 620

RM 620

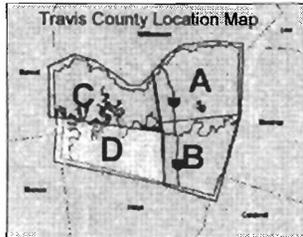
City of
Lakeway

Site



Legend

- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3



Source(s): City of Austin Roads - COA 2011,
 Unincorporated Roads - Travis County
 8/2011, Toll Road - various sources,
 Creeks- NHD 2005, Parks - Travis County
 2011, Commissioner Precincts - Travis County
 Voter Registrar 2002.

Map Disclaimer: The data is provided
 "as is" with no warranties of any kind.

Travis County Roadways, Map D



Map Prepared by: Travis County,
 Dept. of Transportation & Natural
 Resources. Date: 8/9/2011



Travis County Commissioners Court Agenda Request

Meeting Date: November 27, 2012

Prepared By: Paul Scoggins **Phone #:** 854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AB

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, December 18, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 43 and 44 of Cardinal Hills Estates Unit 14 – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 43 and 44 of Cardinal Hills Estates Unit 14. The PUEs are dedicated per plat note. The subject lots front on RR 620, a highway maintained by the State of Texas.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

According to the request letter the property owner constructed a building directly over the subject easements. Vacating the subject easements will allow the property owner to clear up some title and encroachment issues.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owners request the vacation of two five foot wide public utility easements located along the common lot line of Lots 43 and 44 of Cardinal Hills Estates Unit 14 as recorded in Volume 53, Page 36 of the Travis County Plat Records;

WHEREAS, all utility companies known to be operating in the area have indicated they have no need for the easements requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on December 18, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide public utility easements located along the common lot line of Lots 43 and 44 of Cardinal Hills Estates Unit 14, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2012.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

HOLT CARSON, INC.
PROFESSIONAL LAND SURVEYORS

1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990

October 10, 2012

FIELD NOTE DESCRIPTION FOR THE RELEASE OF A PORTION OF THOSE 5 FOOT WIDE PUBLIC UTILITY EASEMENTS DEDICATED PER PLAT WHICH LIE ON EACH SIDE OF THE COMMON LOT LINE OF LOTS 43 AND 44, CARDINAL HILLS UNIT 14, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53 PAGE 36 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOTS HAVING BEEN CONVEYED TO PRESTIGE INVESTMENTS LLC. BY DEED RECORDED IN DOCUMENT NO. 2002024289 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING for reference at a ½ inch iron rod found in the west line of Lot 79, Cardinal Hills Unit 14, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 53 Page 36 of the Plat Records of Travis County, Texas, and being at the east common corner of Lots 44 and 45 of said Cardinal Hills Unit 14, and from which a ½ inch iron rod found in the east right-of-way line of R.M. Highway 620 at the west common corner of said Lots 44 and 45 bears N 83 deg. 44' 48" W 299.98 ft.;

THENCE with the common line of said Lots 44 and 79, S 07 deg. 24' 00" W 100.11 ft. to a calculated point at the east common corner of Lots 43 and 44 of said Cardinal Hills Unit 14; and from which a ½ inch iron rod found at the west common corner of Lots 79 and 80 of said Cardinal Hills Unit 14 bears S 07 deg. 24' 00" W 39.79 ft.;

THENCE with the common line of said Lots 43 and 44, N 83 deg. 42' 36" W 5.00 ft. to a point in the west line of a 5 foot wide public utility easement dedicated per plat of said Cardinal Hills Unit 14 at the PLACE OF BEGINNING of the herein described area for release;

THENCE with the west line of said 5 foot wide public utility easement on a course 5 feet from and parallel to the common line of said Lots 43 and 79, S 07 deg. 24' 00" W 5.00 ft. to a point in the south line of a second 5 foot wide public utility easement dedicated per plat of said Cardinal Hills Unit 14, and being at the southeast corner of this area for release;

THENCE crossing the interior of said Lot 43 with the south line of said second 5 foot wide public utility easement, on a course 5 feet from and parallel to the common line of said Lots 43 and 44, N 83 deg. 42' 36" W 281.59 ft. to a calculated point in the east right-of-way line of R.M. Highway 620 at the southwest corner of this area for release;

page 2 of 2
partial release of public utility easements

THENCE with the east right-of-way line of R. M. Highway 620, 10.05 ft. along the arc of a curve to the left, having a radius of 2941.79 ft, and chord bearing N 00 deg. 23' 58" E 10.05 ft., to a calculated point at the intersection of the north line of a third 5 foot wide public utility dedicated per plat of said Cardinal Hills Unit 14, and being at the northwest corner of this area for release;

THENCE crossing the interior of said Lot 44 with the north line of said third 5 foot wide easement, on a course 5 ft. from and parallel to the common line of said Lots 43 and 44, S 83 deg. 42' 36" E 282.81 ft. to a point in the west line of the 5 foot wide public utility easement first described herein, and being at the northeast corner of this area of release;

THENCE with the west line of said 5 foot wide public utility easement first described herein, S 07 deg. 24' 00" W 5.00 ft. to the Place of Beginning, containing 2,820 square feet of land.

PREPARED: October 10, 2012

BY:



Anne Thayer
Registered Professional Land Surveyor No. 5850



see sketch 761054

SCALE: 1"=30'

LOT 45

Bearing Basis
N83°44'48"W 299.98'

5' P.U.E. per plat

Point of Reference

15' electric
and telephone
easement per
Doc. No. 2004055688

**CARDINAL HILLS
ESTATES UNIT 14
VOLUME 53 PAGE 36**

LOT 44

Prestige Investments LLC
Document No. 2002024289

Public Utility
Easement
to be released
2,820 square feet.

rock

building

S83°42'36"E 282.81'

5' P.U.E. per plat

5' P.U.E. per plat

N83°42'36"W 281.59'

LOT 43

S07°24'00"W
500'

S07°24'00"W
500'

S07°24'00"W
39.79'

5' P.U.E. per plat
S07°24'00"W 100.11'

Place of Beginning

N83°42'36"W
500'

LOT 79

LOT 80

S07°27'55"W 60.06'

R-291479
N00°23'58"E
C-A-1005

N00°04'48"E 90.52'

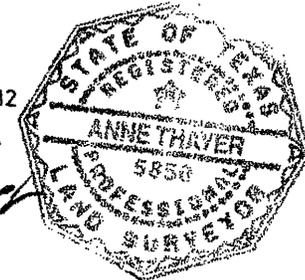
N00°13'44"E
C-A-493' R-291479'

SKETCH TO ACCOMPANY FIELD NOTES FOR
THE RELEASE OF A PORTION OF THOSE 5 FOOT
WIDE PUBLIC UTILITY EASEMENTS DEDICATED
PER PLAT WHICH LIE ON EACH SIDE OF THE
COMMON LOT LINE OF LOTS 43 AND 44, CARDINAL
HILLS UNIT 14, A SUBDIVISION IN TRAVIS COUNTY,
TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN VOLUME 53 PAGE 36 OF THE PLAT
RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOTS
HAVING BEEN CONVEYED TO PRESTIGE
INVESTMENTS LLC BY DEED RECORDED IN
DOCUMENT NO. 2002024289 OF THE OFFICIAL
PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND

- ⊙ 1/2" Iron Rod Found
- ⊛ Calculated Point

PREPARED: October 10, 2012
BY:



Anne Thayer
Registered Professional Land Surveyor No. 5850

HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704 (512)442-0990

761054

Prossner and Associates, Inc.

Consulting Engineers

2601 Chitina Court
Cedar Park, Texas 78613
(512) 918-3343

RECEIVED

OCT 11 2012

**TRAVIS COUNTY - TNR
PERMITS DEPARTMENT**

October 9, 2012

Travis County TNR
411 West 13th Street
P.O. Box 1748
Austin, Texas 78767

Re: Request for a PUE release for Prestige Centre – 2209 RR 620 North

Sirs,

This correspondence is being sent as a request for the release of two (2) parallel 5 foot PUE's located along the common property line between Lots 43 and 44, Cardinal Hills Estates Unit 14. The site is located at 2209 RR 620 North and is fully developed. During development a building was erected without the benefit of survey staking and it resulted in the structure being placed directly over the existing PUE's as shown on the attached sketch. The structure is currently being served water by WC&ID No. 17 and electric service is from Austin Energy. Wastewater is on site septic and gas is on site propane. To our knowledge there are no other utilities with the exception of telephone/cable which we assume is on the existing overhead electric service poles.

We would appreciate your consideration of this request such that the Owner can clear up some Title issues. Should you require any additional information, please contact our office.

Sincerely,



Kurt M. Prossner, P.E.

President

cc: Mr. Paul Milsap

file:prestige/easement release letter.doc



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E. COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 2209 RR 620 North which is the common lot line between Lots 43 and 44 of the Cardinal Hills Estates Unit 14 Subdivision and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature
Sonny Poole

Printed Name

Mgr. PIRES

Title

Austin Energy

Utility Company or District

October 26, 2012

Date

Please return this completed form to:

Prossner and Associates, Inc.
13377 Pond Springs Road, Suite 104
Austin, Texas 78729
512-918-2431 fax or
pandai@swbell.net email

Prossner and Associates, Inc.

From: "Engler, Tommie" <tommie.engler@peci.com>
To: <pandai@swbell.net>
Sent: Tuesday, October 23, 2012 8:09 AM
Attach: Cardinal Hill - Req Release.pdf
Subject: Release of Easement

We found these on a random fax. We have no facilities in this area. Electric utilities would be Austin Energy.

Tommie J. Engler
Legal Administrator
Pedernales Electric Cooperative, Inc.
P. O. Box 1
Johnson City, Texas 78636
(830) 868-4941 office
(830) 868-5018 fax

CONFIDENTIALITY NOTICE: The information contained in this e-mail, including any attachments, is confidential and may be legally privileged; it is intended only for the use of the intended recipient or recipients. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution, or use of this information is strictly prohibited. If you have received this communication in error, please contact us immediately at the telephone number or e-mail address set forth above and destroy all copies of the original message.

10/23/2012



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 2209 RR 620 North which is the ~~common lot line between Lots 43 and 44 of the Cardinal Hills Estates Unit 14 Subdivision~~ and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry A. Marley
Reviewed by: Henry Marley
10.22.12

Travis County WCID #17
3812 Eck Lane
Austin, TX 78734

D. V. Gernes
Signature
Deborah S. Gernes
Printed Name
General Manager
Title
TRAVIS Cty WCID 17
Utility Company or District
10.23.12
Date 10/18/2012

Please return this completed form to:

Prossner and Associates, Inc.
13377 Pond Springs Road, Suite 104
Austin, Texas 78729
512-918-2431 fax or
pandai@swbell.net email



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND Prestige Investments, LLC, GRANTEE*, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in *Travis County, Texas*, and described as follows:

Lots 43 and 44, Cardinal Hills Estates, Unit 14, Deed of record in Document 2002024289, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 53, Page 36, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 5 foot PUE along either side of the common property lines of said Lots 43 and 44, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 22nd day of OCTOBER, 2012

SOUTHWESTERN BELL TELEPHONE COMPANY

Richard Laine Reed

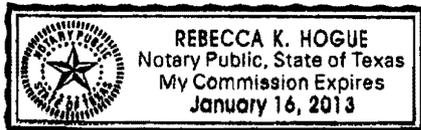
Name : *RICHARD LAINE REED*

Title: *MANAGER ENGINEERING DESIGN*

THE STATE OF *TEXAS*
COUNTY OF *TRAVIS*

BEFORE ME, the undersigned authority, on this day personally appeared *RICK REED*, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 22nd day of OCTOBER, 2012



Rebecca K. Hogue
Notary Public in and for the State of *TEXAS*
My Commission Expires *January 16, 2013*



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 2209 RR 620 North which is the common lot line between Lots 43 and 44 of the Cardinal Hills Estates Unit 14 Subdivision and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature

Laurie Schumpert
Printed Name

Sr. Designer
Title

Time Warner Cable - Central TX
Utility Company or District

October 19, 2012
Date

Please return this completed form to:

Prossner and Associates, Inc.
13377 Pond Springs Road, Suite 104
Austin, Texas 78729
512-918-2431 fax or
pandai@swbell.net email



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STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Jesse Trevino
Signature
JESSE TREVINO
Printed Name
UTILITY DESIGNER
Title
ONCOR Electric Delivery
Utility Company or District
10/19/17
Date

Please return this completed form to:

Prossner and Associates, Inc.
13377 Pond Springs Road, Suite 104
Austin, Texas 78770
512-918-2431 fax or
pandai@swbell.net email



**TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES
PERMIT TO CONSTRUCT AN ON-SITE SEWAGE FACILITY**

****TO BE VALID, BOTH THIS PERMIT AND A COUNTY ISSUED
DEVELOPMENT PERMIT MUST BE POSTED ON THE SITE****

RECEIPT NUMBER:		4312	
PERMIT NUMBER:		2004-OS-0600	
FILE BAR CODE NUMBER:		4989753	
SITE ADDRESS:	2209 Ranch Road 620 North	JURIS:	03
LEGAL DESCRIPTION:	Lots 43 & 44, Cardinal Hills Unit 14	TRMT:	02
OWNER'S NAME:	Prestige Investments, LLC	DISP:	09
PERMITTED FLOW:	32 gpd	WELL:	No
STRUCTURE TYPE:	900 square foot office	MAINT:	Yes

THIS PERMIT IS HEREBY ISSUED TO CONSTRUCT AN ON-SITE SEWAGE FACILITY ON THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH THE PLAN PREPARED BY Jim Bettridge, R.S. (registration #3516) WITH THE FOLLOWING COMPONENTS:

- One Norweco Model 950 w/PC (500 gpd) aerobic treatment unit with built-in trash tank, 997 gallon pump tank, Sta-Rite Model 20DOM05121 pump, 100 micron filter
- One drip irrigation drainfield with a total of 192 linear feet of Netafim Bioine drip tubing with 0.6 gph emitters spaced on 2' centers, total effective area of 384 sq. ft

STANDARD REQUIREMENTS

- See the letter of review accompanying this Permit for special requirements.
- Construct per designer's plan and the letter of review. If for any reason construction cannot proceed exactly as specified, STOP CONSTRUCTION, contact the On-Site Wastewater Program at (512)854-9383 and have the designer submit a revised plan for review and issuance of a new Permit. All appropriate fees must be submitted with the revised plan, and a 30-day review period may be required.**
- Be advised that under Texas Water Law, an owner of real property who changes the quantities and/or velocities of stormwater runoff onto downstream property may be strictly liable in damages for any damages caused by such changed stormwater runoff.
- This property may be located within the habitat boundaries of the Golden-Cheeked Warbler, an endangered species. Issuance of this Permit to Construct an On-Site Sewage Facility does not assure compliance with the Endangered Species Act. For information, please call Travis County Transportation and Natural Resources Department, (512) 854-9383.
- The issuance of this Permit is not verification that this tract of land has been subdivided in accordance with the laws and regulations governing subdivision of land. It is also not, therefore, a guarantee of future provision of other utility services to this tract of land.
- A License to Operate this system will not be issued until a final inspection is passed. It is unlawful to use this on-site sewage facility until a License to Operate has been issued.**
- All installation work must be performed by a Texas Commission for Environmental Quality Registered Installer. If this system requires a maintenance contract, the maintenance company must meet the requirements as defined in 30 TAC, Chapter 285.
- The use of explosives is not permitted for the construction of this on-site sewage facility.

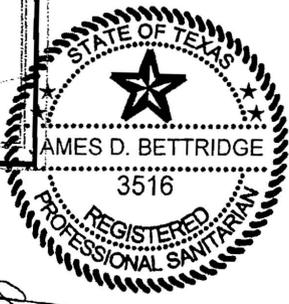
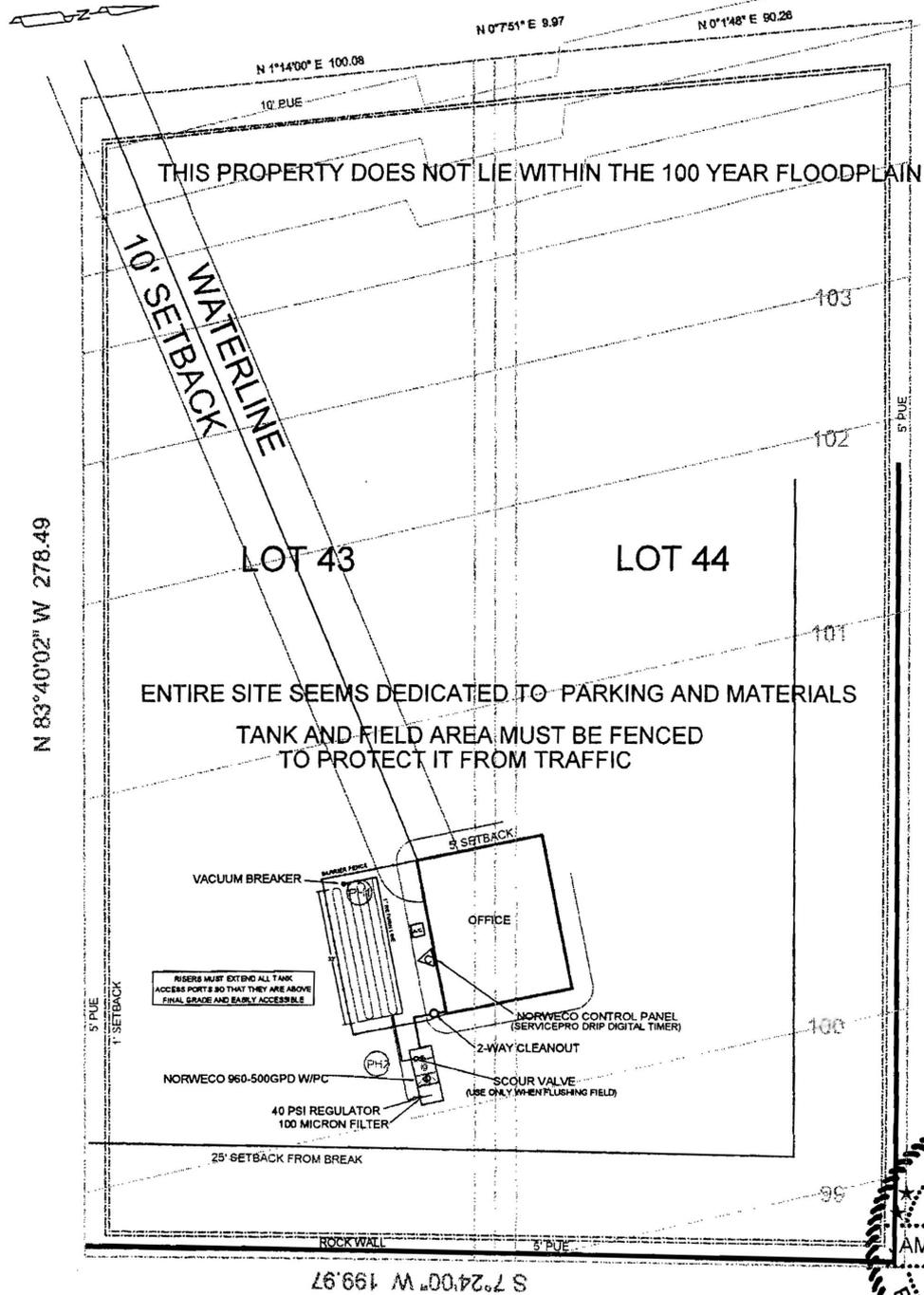
This on-site sewage facility must meet all of the requirements of the Rules Of Travis County, Texas For On-Site Sewage Facilities.

THIS PERMIT TO CONSTRUCT SHALL EXPIRE TWELVE MONTHS FROM ISSUE DATE.

Digitally signed by Rodney Sherrill
Date: 2012.07.30 07:35:28 CDT

Issue Date: July 30, 2012

RANCH ROAD 620



[Handwritten signature]

SHEET 1 OF 2	SCALE 1" = 40'	DATE 07-26-12 JOB JOB	PROJECT: 2209 RANCH ROAD 620 N LOTS 43 AND 44 CARDINAL HILLS UNIT 14	SHEET DESCRIPTION: OSSF DESIGN	JIM BETTRIDGE, R.S. 128 HIGHLANDER AUSTIN, TX 78734 (512) 261-4295
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N 83°40'02" W 278.49

LOT 43

10' SETBACK WATERLINE

102

LOT 44

101

ENTIRE SITE SEEMS DEDICATED TO PARKING AND MATERIALS
TANK AND FIELD AREA MUST BE FENCED
TO PROTECT IT FROM TRAFFIC

5' PUE
1' SETBACK

VACUUM BREAKER

BARRIER FENCE

PH1

1" RETURN LINE

32"

5' SETBACK

OFFICE

AC

NORWECO CONTROL PANEL
(SERVICEPRO DRIP DIGITAL TIMER)

2-WAY CLEANOUT

RISERS MUST EXTEND ALL TANK
ACCESS PORTS SO THAT THEY ARE ABOVE
FINAL GRADE AND EASILY ACCESSIBLE

NORWECO 960-500GPD W/PC

PH2

SCOUR VALVE
(USE ONLY WHEN FLUSHING FIELD)

40 PSI REGULATOR

100 MICRON FILTER

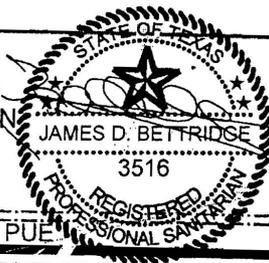
100

25' SETBACK FROM BREAK

THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN

ROCK WALL

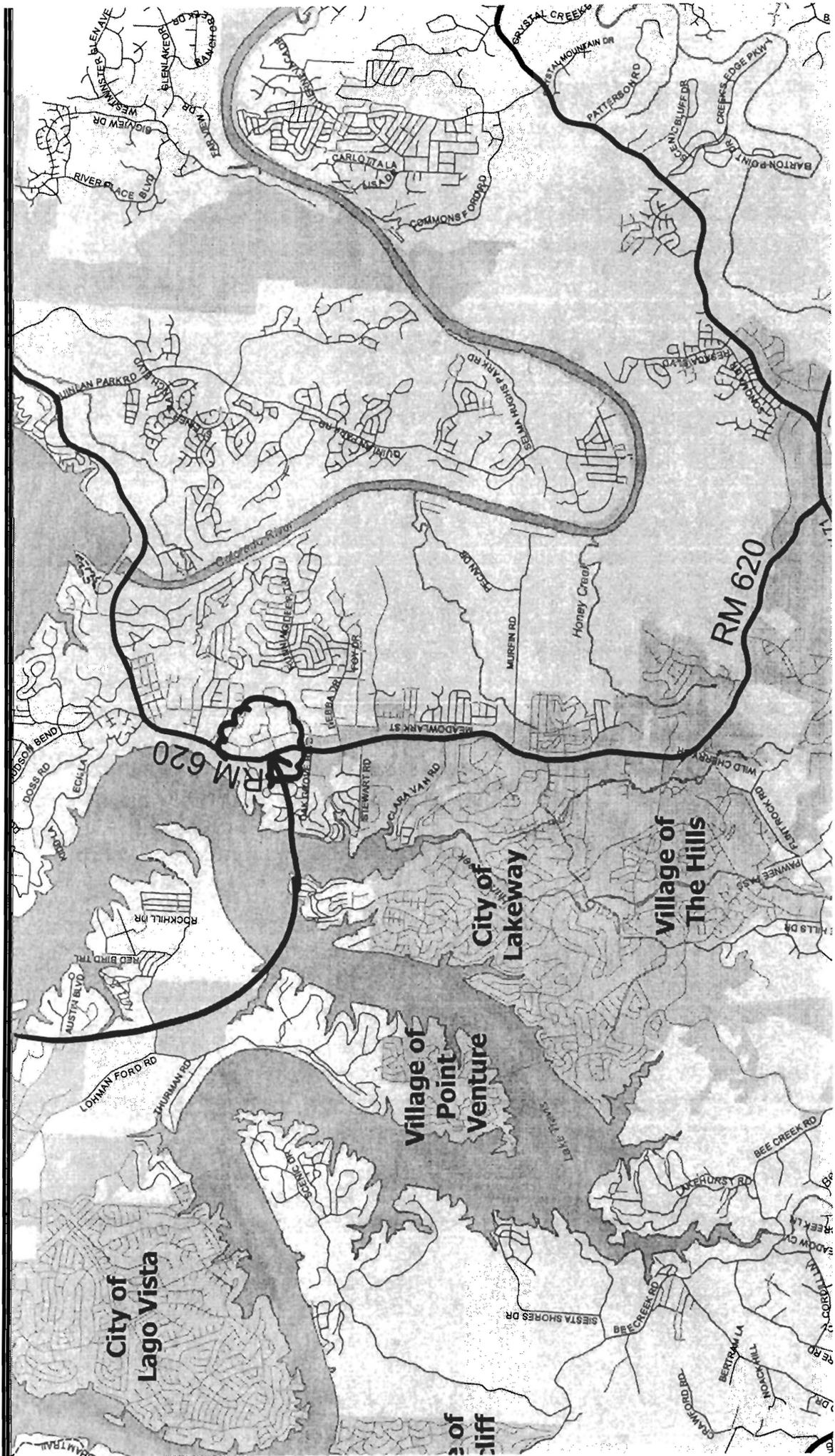
5' PUE



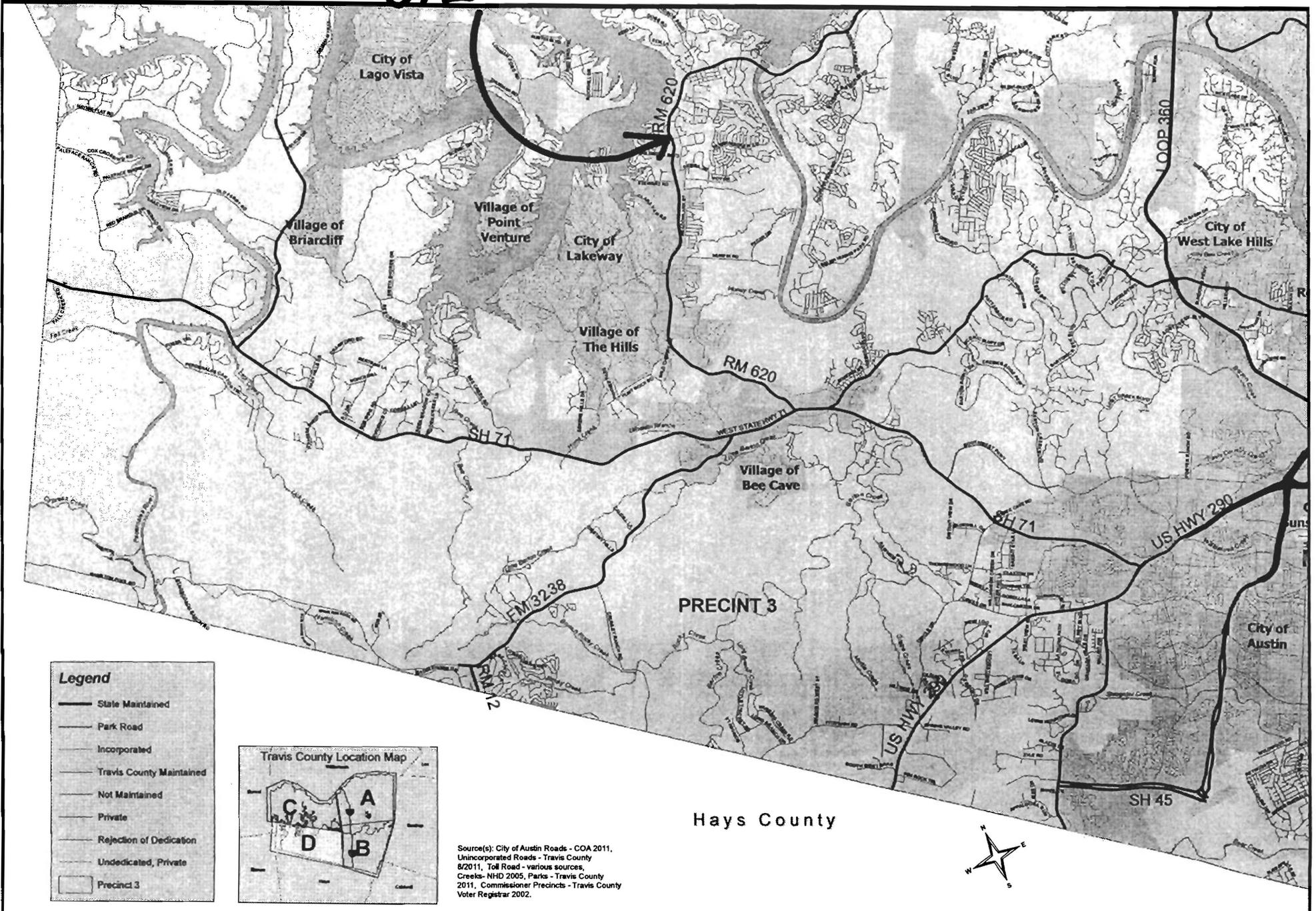
S 7°24'00" W 199.97

SHEET: 2 OF 2 SCALE: 1" = 20' DRAWN BY: JDB JOB NO: 5358 DATE: 07-28-12	PROJECT: 2209 RANCH ROAD 620 N LOTS 43 AND 44 CARDINAL HILLS UNIT 14	SHEET DESCRIPTION: OSSF DESIGN	JIM BETTRIDGE, R.S. 128 HIGHLANDER AUSTIN, TX 78734 (512) 261-4295
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Site

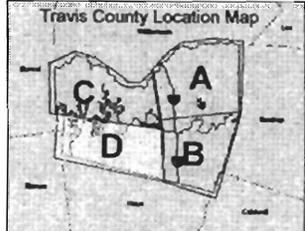


Site



Legend

- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3



Source(s): City of Austin Roads - COA 2011,
Unincorporated Roads - Travis County
8/2011, Toll Road - various sources,
Creeks - NHD 2005, Parks - Travis County
2011, Commissioner Precincts - Travis County
Voter Registrar 2002.

Map Disclaimer: The data is provided
"as is" with no warranties of any kind.

Travis County Roadways, Map D



Map Prepared by: Travis County,
Dept. of Transportation & Natural
Resources. Date: 8/9/2011