

## Item 6



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**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 Modification No. 8 to Renew FY2013 Contract No. 4400000683 (HTE Contract No. PS080113RE) with Encompass Medical Management, Inc. for Evaluation Services.

### ➤ **Purchasing Recommendation and Comments**

Travis County HHS & VS is requesting the FY2013 Renewal of the Encompass Medical Management contract for the provision of gathering and evaluating program data for the Parenting in Recovery project. The data assessment is in accordance with the Parenting in Recovery Grant from the U.S. Department of Health and Human Services.

Modification No. 8 will renew the contract an additional term from September 30, 2012 through September 30, 2013. The not to exceed amount for this contract is \$85,000. This renewal was previously approved on the September 25, 2012 Court Agenda, Item No. 35 to prevent contract expiration, as they were not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and funding. The agreements are now finalized and are being presented to the Court for signature.

Modification No. 7 renewed the agreement from September 30, 2011 through September 29, 2012 and the not to exceed contract amount was \$22,500; in addition to adding Attachments A – F to the contract.

Modification No. 6 modified Exhibit 1 and increased the contract funds by an amount of \$7,000 from \$23,500 to a new contract total of \$30,500.

Modification No. 5 renewed the agreement from September 30, 2010 through September 29, 2011 and the not to exceed contract amount was

ID# 8169

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

\$23,500; in addition to adding Attachments A, C, D, E and F to the contract.

Modification No. 4 renewed the agreement from September 30, 2009 through September 29, 2010 and the not to exceed amount was \$33,500; in addition to adding Attachment A to the contract.

Modification No. 3 increased the contract funds from \$43,500 to \$66,500, an increase of \$23,000; in addition to adding Attachment A-09 to the contract.

Modification No. 2 renewed the agreement from September 30, 2008 through September 29, 2009 and the not to exceed amount was \$43,500; in addition to adding Attachment A-09 to the contract.

Modification No. 1 increased the contract funds from \$59,000 to \$73,000, an increase of \$14,000; in addition to adding Attachment A-1 as Exhibit 1 to the contract.

➤ **Contract Expenditures:**

Within the last 12 months \$0 has been spent against this contract/ requirement.

➤ **Contract-Related Information:**

Award Amount: \$59,000

Contract Type: Professional Services

Contract Period: March 1, 2008 through September 30, 2008

➤ **Contract Modification Information:**

Modification Amount: \$85,000

Modification Type: Bilateral

Modification Period: September 30, 2012– September 29, 2013

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

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

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- 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:
- Funding Account(s): 511890
- Comments: Grant No. 800079, I/O No. 100148

ID# 8169

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**MODIFICATION OF CONTRACT NUMBER: 4400000683 (PS080113RE) – Evaluation Services** Page 1 of 29

ISSUED BY: <b>PURCHASING OFFICE</b> 700 Lavaca, Suite 800 Austin, Texas 78701	PURCHASING AGENT ASST: <b>Shannon Pleasant</b> TEL. NO: (512) 854-1181 FAX NO: (512) 854-9185	DATE PREPARED: <b>February 11, 2013</b>
ISSUED TO: <b>Encompass Medical Management, Inc.</b> 8009 Dark Valley Cove Austin, TX 78737	MODIFICATION NO.:  <b>8</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>March 1, 2008</b>

ORIGINAL CONTRACT TERM DATES: ~~March 1, 2008 – September 29, 2008~~ CURRENT CONTRACT TERM DATES: **September 30, 2012 – September 29, 2013**

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: ~~\$59,000~~ Current Modified Amount **\$85,000**

**DESCRIPTION OF CHANGES:** 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.

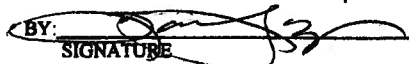
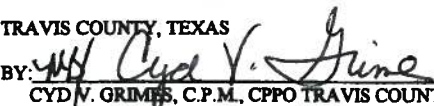
The above-referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. The Agreement is renewed for an additional twelve- month period, from September 30, 2012 through September 29, 2013
2. Contract funds for this renewal period shall not exceed \$85,000.

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.

**Note to Vendor/City:**

- [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: <u>Encompass Medical Management</u>	<input type="checkbox"/> DBA
BY: <u></u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>SANNA THOMPSON</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>CHIEF FINANCIAL OFFICER</u> ITS DULY AUTHORIZED AGENT	DATE: <u>2-12-2013</u>
TRAVIS COUNTY, TEXAS	
BY: <u></u> CYD V. GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT	DATE: <u>2/20/13</u>
TRAVIS COUNTY, TEXAS	
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____

**2013 RENEWAL AND AMENDMENT OF CONTRACT BETWEEN**  
**TRAVIS COUNTY AND**  
**ENCOMPASS MEDICAL MANAGEMENT, INC. FOR**  
**EVALUATION SERVICES**  
**(Parenting In Recovery Grant Funds)**

This 2013 Renewal and Amendment of Contract ("2013 Renewal") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Encompass Medical Management, Inc. ("Consultant").

**RECITALS**

County and Consultant entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract"), the Initial Term of which began March 1, 2008, and terminated on September 29, 2008 ("Initial Term").

Under the terms of the Contract, Consultant agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

The Contract provides for renewal and/or amendment of the agreement by the written agreement of the Parties.

The Parties have previously agreed to extend the Contract for additional one-year terms continuing through the current term which began September 30, 2011, and continues through September 29, 2012 ("2012 Renewal Term").

The Travis County Commissioners Court has previously approved the contract funds necessary for this Contract and the continuation of this Contract for the 2013 Renewal Term.

The Parties desire to amend the Contract to make certain changes to the Contract and to renew the Contract for an additional one year term.

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 Contract as follows:

**1.0 CONTRACT TERM**

1.1 **2013 Renewal Term**. The Parties agree to renew the Contract for an additional one-year term beginning September 30, 2012, and continuing through September 29, 2013 ("2013 Renewal Term"), unless earlier terminated by the Parties pursuant to the terms of the Contract.

**2.0 STATEMENT OF SERVICES TO BE PROVIDED**

2.1 **Attachments**. The Parties agree to amend Section 3.3, "Attachments," as to the 2013 Renewal Term by adding the following:

2.1.1 Attachment A-2013                      "2013 Renewal Term Description of Services to be Performed and Basis for Calculating Reimbursable

		Costs
2.1.2	Attachment C-2013	"2013 Renewal Term Public Policy Requirements"
2.1.3	Attachment D-2013	"2013 Ethics Affidavit"
2.1.4	Attachment E-2013	"Insurance Requirements"
2.1.5	Attachment F-2013	"2013 Grant Requirements and Forms"
	(i)	Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption (Common Rule)
	(ii)	Assurances - Non-Construction Programs
	(iii)	Disclosure of Lobbying Activities
	(iv)	Certification Regarding Debarment, Suspension and Other Responsibility Matters
	(v)	Certification Regarding Drug-Free Workplace Requirements
	(vi)	Certification Regarding Environmental Tobacco Smoke
	(vii)	Certification Regarding Maintenance of Effort

2.2 **Exhibit 1.** The above attachments are included in this 2013 Renewal as Exhibit 1, and hereby made a part of this Contract, constituting promised performance by the Parties in accordance with the terms of this Contract, as amended. All attachments not changed in this 2013 Renewal remain in full force and effect.

2.3 **Attachment B, "Parenting in Recovery Grant Application ("Grant")"**. The Parties agree that Attachment B of the original Contract (Section 3.3.2) refers to the Grant application filed annually by County for Grant activities related to this Contract. That Grant application is filed each year by County, with the applicable terms included in this Contract by execution of this 2013 Renewal. County will make available to Consultant a copy of the 2013 Grant application upon request.

### 3.0 **FINANCIAL OBLIGATIONS**

3.1 **Maximum Funds.** The Parties agree to amend Section 4.1, "Maximum Funds," by adding the following:

4.1 - 2013 - **2013 Renewal Term Maximum Funds.** In consideration of full and satisfactory performance of the services and activities provided by Consultant under the terms of this Contract during the 2013 Renewal Term, County shall provide Contract Funds in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000.00) unless and until that amount is changed by the Commissioners Court through written amendment to this Contract. Consultant agrees that this amount is sufficient to complete the tasks agreed to under the terms of this Contract and that Consultant will complete those tasks within the amount specified in this Contract.

### 4.0 **INCORPORATION**

4.1 County and Consultant hereby incorporate this 2013 Renewal into the Contract, and the Contract, into this 2013 Renewal, and hereby ratify all terms and conditions of the Contract as amended. The Contract, 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.

### 5.0 **EFFECTIVE DATE**

5.1 This 2013 Renewal shall be effective September 30, 2012, when fully executed by the Parties.

**EXHIBIT 1**

**ATTACHMENT A**  
**2013 RENEWAL TERM DESCRIPTION OF SERVICES TO BE PERFORMED AND**  
**PPIC-11139**  
**BASIS FOR CALCULATING REIMBURSABLE COSTS**

Modification No. 8  
 Contract No. PS080113RE

**Encompass Medical Management**

ACTIVITY	Contract Hours	Hourly Rate	
<b>Encompass Medical Management - Database Development Activities</b>			
Modify web-based database for entry of data required by grantor; include various drop-down menu items that conform to the federal indicator criteria and match the indicator criteria to the federal data dictionary requirements. Also determine best method of data entry for additional child indicators associated with standardized measures.	130	100	13,000
Develop connection with DPS to gather data on criminal history	20	100	2,000
Refine interfaces between PIR and DFPS databases to allow data to be uploaded to federal database that tracks grant evaluation component	18	100	1,800
Develop data structure for cost/benefit analysis and manage data	50	100	5,000
<b>Total</b>			<b>21,800</b>
<b>Encompass Medical Management - Ongoing Database Evaluation Activities</b>			
Manage data connections and data feeds from CPS state databases in the PIR access database for all reports	25	100	2,500
Warehouse the data in secure data repository and HIPAA compliant site	25	100	2,500
Conduct on-going security checks of data and data sources	25	100	2,500
Administration of data privacy and validity for HIPAA and confidentiality	25	100	2,500
Ongoing consulting to evaluator on data management	25	100	2,500
Develop XML mapping process and validity checks to meet federal data requirements	20	100	2,000
Upload program data to federal data repositories for semi-annual reports	25	100	2,500
<b>Total</b>			<b>17,000</b>
<b>Encompass Medical Management - Ongoing Program Evaluation Activities</b>			
Monitor/modify data collection plan with designated federal and local performance indicators	20	100	2,000
Meet with federal program officers and liaison at national meetings and on-site; provide information to these individuals concerning the evaluation status as requested	20	100	2,000
Continue Institutional Review Board Human Subjects Protection activities, including application to IRB, maintenance of IRB protocols, consent forms, strategies to recruit, monitoring of the informed consent process	40	100	4,000
Training activities, such as training in new assessment instruments, data entry into web-based database, and training research assistant in data needed for control group	15	100	1,500
Develop and conduct cost/benefit analysis & develop and conduct case study	75	100	7,500
Assist in developing semi-annual & annual reports on federal and local indicators	30	100	3,000
Interface with database developers as needed	30	100	3,000
Supervise research assistant and provide oversight of data collection	50	100	5,000
Travel to federal meetings in Washington, D.C. twice per year			3,200
<b>Total</b>			<b>31,200</b>
<b>Research Assistant - part-time - 15 hours / week</b>			
Work with project director to collect all "missing data" from previous years in database	300	15	4,500
Conduct qualitative interviews with individual program participants	100	15	1,500
Ongoing monitoring of web-based database to ensure data gathered from project partners throughout the year in correct formats	50	15	750
Data collection and data entry from all partner databases	100	15	1,500
Develop tracking system for data, with special concentration on collecting control group data at pre- and post-testing	50	15	750
Modify current SPSS databases for use with Excel and Web-based database for data analysis	100	15	1,500
Assist in developing semi-annual & annual reports on federal and local indicators	100	15	1,500
Assist developing final reports to grantor	100	15	1,500
Assist in developing cost/benefit analysis	100	15	1,500
<b>Total</b>			<b>15,000</b>
<b>Grand Total</b>			<b>85,000</b>



**ATTACHMENT C**  
**2013 RENEWAL TERM PUBLIC POLICY REQUIREMENTS**

**Acknowledgement of Federal Funding**

As required by U.S. Department of Health and Human Services (HHS) appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

**Activities Abroad**

HHS recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Age Discrimination Act of 1975**

The Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

**Civil Rights Act of 1964 (Title VI)**

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

**Confidentiality of Patient/Client Records**

Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes. The covered records are those that include the identity, diagnosis, prognosis, or treatment of any patient maintained in connection with any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research that is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States. This requirement is implemented in 42 CFR part 2.

**Controlled Substances**

Grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances

**ATTACHMENT C**  
**2013 RENEWAL TERM PUBLIC POLICY REQUIREMENTS**

Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

**Education Amendments of 1972 (Title IX)**

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

**Hatch Act**

The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321-7328) and State or local officers or employees (5 U.S.C. 1501-1528). "State or local officer or employee" means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.)

**Health Insurance Portability and Accountability Act (HIPAA)**

The "Standards for Privacy of Individually Identifiable Health Information" (the Privacy Rule) implement the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d *et seq.*, which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS's OCR and is codified at 45 CFR parts 160 and 164. Not all HHS recipients are subject to the Privacy Rule. The Privacy Rule applies only to "covered entities," as defined by the rule, which include health plans and most health-care providers.

The OCR Web site (<http://www.hhs.gov/ocr/hipaa>) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. An educational booklet, *Protecting Health Information in Research: Understanding the HIPAA Privacy Rule*, is available through OCR's Web site and at <http://privacyruleandresearch.nih.gov/>. That

**ATTACHMENT C**  
**2013 RENEWAL TERM PUBLIC POLICY REQUIREMENTS**

Web site also includes other educational materials approved by OCR and the HHS Office of the General Counsel.

**Limited English Proficiency**

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at <http://www.hhs.gov/ocr/lep/revisedlep.html>, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

**Pro-Children Act**

The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

**Rehabilitation Act of 1973 (Section 504)**

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

**ATTACHMENT C**  
**2013 RENEWAL TERM PUBLIC POLICY REQUIREMENTS**

**Resource Conservation and Recovery Act**

Under RCRA (42 U.S.C. 6901 *et seq.*), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

**Restriction on Abortions**

HHS funds may not be spent for an abortion.

**Restriction on Distribution of Sterile Needles**

Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

**Uniform Relocation Assistance and Real Property Acquisition Policies Act**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

**U.S. Flag Air Carriers**

Recipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see [http://www.gsa.gov/gsa/cm\\_attachments/GSA\\_DOCUMENT/110304\\_FTR\\_R2QA53\\_OZ5RDZ-i34K-pR.pdf](http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_OZ5RDZ-i34K-pR.pdf)). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

**ATTACHMENT C**  
**2013 RENEWAL TERM PUBLIC POLICY REQUIREMENTS**

**USA Patriot Act**

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act").

**Public Health Security and Bioterrorism Preparedness and Response Act**

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at <http://www.cdc.gov/od/ohs/biosfty/shipregs.htm>.

**Retention and access requirements for records**

Sub-recipient shall comply with retention and access requirements for records as codified in 45 CFR 92.42.

**ETHICS AFFIDAVIT**


STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

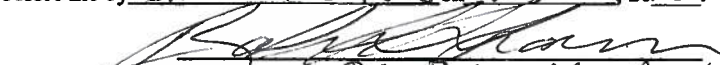
Date: 2-12-2013  
Name of Affiant: SANNA THOMPSON  
Title of Affiant: CHIEF FINANCIAL OFFICER  
Business Name of Proponent: ENCOMPASS MEDICAL MANAGEMENT  
County of Proponent: TRAVIS

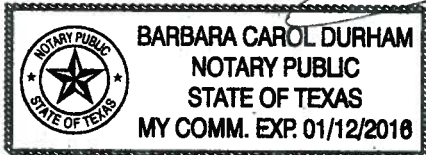
Affiant on oath swears that the following statements are true:

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

  
Signature of Affiant  
8009 DALL VALLEY COVE AUSTIN, TX 78737  
Address

SUBSCRIBED AND SWORN TO before me by SANNA THOMPSON on FEB 15, 2013.

  
BARBARA CAROL DURHAM  
Notary Public, State of TEXAS



Typed or printed name of notary  
My commission expires: 01-12-2016

**EXHIBIT 2**  
**LIST OF KEY CONTRACTING PERSONS**  
**January 16, 2013**

**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 .....	Vacant	
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 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	Charyln Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Barbara Smith*	
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 .....	Daniel Bradford	
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 .....Vacant  
 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 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
Executive Assistant .....	Cheryl Aker .....	10/05/13
Purchasing Agent Assistant II .....	Jayne Rybak, CTP .....	12/14/13
Commissioner, Precinct 3 .....	Karen Huber .....	01/01/14
Executive Assistant .....	Garry Brown .....	01/01/14
Executive Assistant .....	Julie Wheeler .....	01/01/14
Executive Assistant .....	Jacob Cottingham .....	01/01/14

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



## 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.

**Protection of Human Subjects  
 Assurance Identification/IRB Certification/Declaration of Exemption  
 (Common Rule)**

*Policy:* Research activities involving human subjects may not be conducted or supported by the Departments and Agencies adopting the Common Rule (56FR28003, June 18, 1991) unless the activities are exempt from or approved in accordance with the Common Rule. See section 101(b) of the Common Rule for exemptions. Institutions submitting applications or proposals for support must submit certification of appropriate Institutional Review Board (IRB) review and approval to the Department or Agency in accordance with the Common Rule.

Institutions must have an assurance of compliance that applies to the research to be conducted and should submit certification of IRB review and approval with each application or proposal unless otherwise advised by the Department or Agency.

1. Request Type <input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> CONTINUATION <input type="checkbox"/> EXEMPTION	2. Type of Mechanism <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/> FELLOWSHIP <input type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> OTHER: _____	3. Name of Federal Department or Agency and, if known, Application or Proposal Identification No.  <i>Administration for Children &amp; Families</i>
4. Title of Application or Activity  <i>Parenting in Recovery - II</i>		5. Name of Principal Investigator, Program Director, Fellow, or Other  <i>Travis County - Laura Peveto</i>

6. Assurance Status of this Project (Respond to one of the following)

This Assurance, on file with Department of Health and Human Services, covers this activity:  
 Assurance Identification No. \_\_\_\_\_, the expiration date \_\_\_\_\_ IRB Registration No. \_\_\_\_\_

This Assurance, on file with (agency/dept) *University of Texas at Austin*, covers this activity.  
 Assurance No. *2007-12-0085*, the expiration date *1-16-2014* IRB Registration/Identification No. \_\_\_\_\_ (if applicable)

No assurance has been filed for this institution. This institution declares that it will provide an Assurance and Certification of IRB review and approval upon request.


Exemption Status: Human subjects are involved, but this activity qualifies for exemption under Section 101(b), paragraph \_\_\_\_\_.

7. Certification of IRB Review (Respond to one of the following IF you have an Assurance on file)

This activity has been reviewed and approved by the IRB in accordance with the Common Rule and any other governing regulations.  
 by:  Full IRB Review on (date of IRB meeting) \_\_\_\_\_ or  Expedited Review on (date) *1-6-2013*  
 If less than one year approval, provide expiration date \_\_\_\_\_

This activity contains multiple projects, some of which have not been reviewed. The IRB has granted approval on condition that all projects covered by the Common Rule will be reviewed and approved before they are initiated and that appropriate further certification will be submitted.

8. Comments

9. The official signing below certifies that the information provided above is correct and that, as required, future reviews will be performed until study closure and certification will be provided.	10. Name and Address of Institution  <i>Encompass Medical Management        8009 Dark Valley Cove        Austin, TX 78737</i>
11. Phone No. (with area code) <i>(512) 731-1679</i>	15. Title  <i>Chief Financial Officer</i>
12. Fax No. (with area code) <i>(512) 857-0786</i>	
13. Email: <i>SannaThompson@gmail.com</i>	
14. Name of Official  <i>Sanna Thompson</i>	17. Date  <i>2-12-2013</i>
16. Signature  	17. Date

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**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

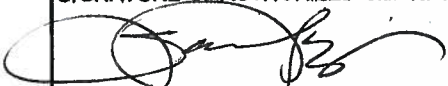
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 108 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Chief Financial Officer</i>
APPLICANT ORGANIZATION <i>Encompass Medical Management</i>	DATE SUBMITTED <i>January 14, 2013</i>

U.S. Department of Health & Human Services



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ACF Home > CERTIFICATION REGARDING LOBBYING

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Was this page helpful?

The undersigned certifies, to the best of his or her knowledge and belief, that:

<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
---	-----------------------------

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title Chief Financial Officer

Organization Encompass Medical Management

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure.)

Approved by OMB  
 0348-0048

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known :  Congressional District, if known : 4c		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known :
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known :</b>	<b>9. Award Amount, if known :</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the Bar above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (LOWER TIER)

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## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (LOWER TIER)

Was this page helpful?

 YES NO

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions**  
Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [\[Page 33043\]](#) should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER REMEDIES... Page 2 of 2**

person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

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1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Was this page helpful?

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart F, Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------

### Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantees is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

*Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS, Add... Page 2 of 3

1308.15);

*Conviction* means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

*Employee* means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

**Certification Regarding Drug-Free Workplace Requirements**

Alternate i. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS Page 3 of 3

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

8009 DARK VALLEY COVE  
AUSTIN, TX 78737

Check if there are workplaces on file that are not identified here.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21702, May 25, 1990]

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## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Was this page helpful?

YES

NO

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.



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## CERTIFICATION REGARDING MAINTENANCE OF EFFORT

Was this page helpful?

YES  NO

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the PIR-IF Program by Encompass Medical Home (Applicant Organization), will be in addition to, and not in substitution for, comparable activities previously carried on without Federal assistance.

  
Signature of Authorized Certifying Official  
Chief Financial Officer  
Title  
2-12-2013  
Date



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**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.

Encompass Medical Management

TAX ID - 20-1811365

 2-12-2013

SARINA THOMPSON - Chief Financial Officer

Signature of Authorized Representative      Date

Printed/Typed Name & Title of Authorized Representative