

Item 6



Travis County Commissioners Court Agenda Request

Meeting Date: March 26, 2013

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 10 to Interlocal Agreement 4400000370 (HTE Contract No. IL060254RE), University of Texas at Austin Ray Marshall Center, for Human Resources Study.

➤ **Purchasing Recommendation and Comments:**

Travis County Health and Human Services & Veterans Services is requesting the FY2013 Renewal of the University of Texas at Austin's Ray Marshall Center Interlocal Agreement. The Ray Marshall Center offers independent evaluation of the benefits Travis County creates through its investments in workforce development. This evaluation provides valuable insight into the effectiveness and impact of these investments. County staff continues to use the findings of this evaluation to inform both new investments and make improvements in existing investments.

Modification No. 10 will renew the contract an additional term from January 1, 2013 through December 31, 2013. The not to exceed amount for this contract is \$78,400. This renewal was previously approved on the December 28, 2012 Court Agenda, Item No. 8 to prevent contract expiration, as the agreement not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and funding. The agreement is now finalized and is being presented to the Court for signature.

Modification No. 9 amended the Fiscal Year Limitations for the 2012 Renewal Term. There was no change to the not to exceed contract amount of \$43,400.

Modification No. 8 renewed the agreement for an additional twelve-month period from January 1, 2012 through December 31, 2012. Contract funds are not to exceed \$43,400 for this renewal period.

ID# 8300

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

The Parties agree to amend the Agreement as to the 2012 Renewal Term by adding the 2012 Renewal Term Amended Work Statement, Performance Measures and Program Budget.

This Modification No. 7 renewed the agreement for an additional twelve-month period from January 1, 2011 through December 31, 2011. Contract funds are not to exceed \$28,400 for this renewal period.

Modification No. 6 renewed the agreement for an additional twelve-month period, from January 1, 2010 through December 31, 2010. Funds for this period were not to exceed \$28,400.

Modification No. 5 increased the contract amount by \$10,000, from \$18,400 to \$28,400.

Modification No. 4 renewed the agreement for an additional twelve-month period, from January 1, 2009 through December 31, 2009. Contract funds were not to exceed \$18,400 for this renewal period.

Modification No. 3 renewed the agreement for an additional twelve-month period, from January 1, 2008 through December 31, 2008. Contract funds were not to exceed \$18,400 for this renewal period.

Modification No. 2 increased the contract by \$10,000, from \$8,400 to \$18,400. The additional funding supported more in-depth analysis of the impact of REM services, using a quasi-experimental approach comparing outcomes for program participants to comparable individuals who did not receive services.

Modification No. 1 renewed the agreement for an additional twelve-month period, from January 1, 2007 through December 31, 2007. Contract funds were not to exceed \$8,400.

➤ **Contract Expenditures:** Within the last 12 months \$43,400 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$45,999

Contract Type: Interlocal Agreement

Contract Period: June 1, 2006 through December 31, 2006

➤ **Contract Modification Information:**

Modification Amount: \$78,400

Modification Type: Bilateral

ID# 8300

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Modification Period: January 1, 2013 through December 31, 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:

- Shopping Cart/Funds Reservation in SAP: FR # 300000536
- Funding Account(s):
- Comments:

ID# 8300

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**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: December 5, 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

Proposed Motions:

Consider and take appropriate action to approve two TCHHSVS contract renewals that are currently being reviewed by the respective vendors and will not be returned in time to be posted on the final 2012 Commissioners Court agenda.

Summary and Staff Recommendations:

1) UT Ray Marshall Center
Contract Number: 4400000370
Contract Period: 1/1/13 – 12/31/13
Contract Amount: \$78,400

Contract Description:

The 2013 contract will continue the work the Ray Marshall Center started in 2006. This work offers independent evaluation of the benefits Travis County creates through its investments in workforce development. This evaluation provides valuable insight into the effectiveness and impact of these investments. County staff continues to use the findings of this evaluation to inform both new investments and make improvements in existing investments.

Contract Status:

The 2013 contract has been drafted and sent to UT for review.

2) ATCIC Main

Contract Number: 4400000375

Contract Period: 1/1/13 – 12/31/13

Contract Amount: \$1,411,054

Contract Description:

Under this Interlocal, Austin Travis County Integral Care (ATCIC) is required to serve as the lead in assessment, planning, and evaluation functions relative to mental health, developmental disabilities, and substance abuse services in support of the Community Action Network process. (Substance abuse services are primarily funded through a separate interlocal contract between the City of Austin, ATCIC and the County referred to as the SAMSO contract.) ATCIC uses funding from the County, and the City of Austin under a separate agreement, to fulfill its obligations as the designated Mental Health and Developmental Disability Authority in Travis County. ATCIC also is responsible for the provision of certain mental health and developmental disability services, either as a direct provider or through subcontracts with other providers, for the priority populations defined by the Texas Department of State Health Services. The priority populations include adult diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and children with severe and persistent mental illness, including those with current or previous involvement in the criminal justice system.

Contract Status:

The 2013 contract has been drafted and sent to the ATCIC General Counsel for review.

TCHHSVS staff recommends approving these renewals.

Budgetary and Fiscal Impact:

This information is included with each contract listed above.

Issues and Opportunities:

The services provided by these contracts need to be continued while the renewals are being reviewed.

Background:

TCHHSVS is working to get these renewals back from the vendors as soon as possible.

Cc: Nicki Riley, Travis County Auditor
 Patti Smith, Chief Assistant County Auditor
 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



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Shannon Pleasant, Assistant Purchasing Agent, Travis County Purchasing Office

MODIFICATION OF CONTRACT NUMBER: 4400000370 (IL060254RE) – Human Resources Study Page 1 of 8

ISSUED BY: PURCHASING OFFICE 700 Lavaca, Suite 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Shannon Pleasant TEL. NO: (512) 854-1181 FAX NO: (512) 854-9185	DATE PREPARED: <p style="text-align: center;">March 6, 2013</p>
ISSUED TO: The University of Texas at Austin Office of Sponsored Projects North Office Bldg. Suite 4.300 101 27 th Street Austin, Texas 78712	MODIFICATION NO.: <p style="text-align: center;">10</p>	EXECUTED DATE OF ORIGINAL CONTRACT: <p style="text-align: center;">June 1, 2006</p>

ORIGINAL CONTRACT TERM DATES: June 1, 2006 - December 31, 2006 CURRENT CONTRACT TERM DATES: January 1, 2013 - December 31, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$45,999.00 Current Modified Amount: \$78,400.00

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.

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 Interlocal Agreement is renewed for an additional twelve month period from January 1, 2013 through December 31, 2013
2. Contract funds for this renewal period shall not exceed \$78,400.00

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.

Note to Vendor/City:

- 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: The University of Texas at Austin

BY: 
SIGNATURE

BY: David Hawkins
PRINT NAME

TITLE: Associate Director - OSP
ITS DULY AUTHORIZED AGENT

- DBA
- CORPORATION
- OTHER

DATE:
March 7, 2013

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:

2013 RENEWAL AND AMENDMENT
BETWEEN TRAVIS COUNTY AND
THE UNIVERSITY OF TEXAS AT AUSTIN -
RAY MARSHALL CENTER FOR THE STUDY OF HUMAN RESOURCES

This Renewal and Amendment of Interlocal Agreement ("2013 Renewal") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and the University of Texas at Austin - Ray Marshall Center for the Study of Human Resources ("Contractor").

RECITALS

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Agreement") the Initial Term of which began June 1, 2006, and terminated December 31, 2006 ("Initial Agreement Term").

Under the Agreement, Contractor agreed to provide personal and professional services for the care of 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 provides for renewal and amendment of the agreement by the written agreement of the Parties.

By written agreement pursuant to the terms of the Agreement, the Parties have previously amended and renewed the Agreement for additional terms, with the current term continuing through December 31, 2012.

The Parties desire to renew the Agreement for an additional one-year term, and to make certain additional changes to the Agreement.

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 renew and amend the Agreement as follows:

1.0 2013 RENEWAL TERM

1.1 **2013 Renewal Term.** Pursuant to Section 2.2, "Renewal Term," the Parties hereby agree to renew the Agreement for an additional one-year term beginning January 1, 2013, and continuing through December 31, 2013 ("2013 Renewal Term").

1.2 **2013 Renewal Term Contractor Services.** In accordance with Section 11.1.1, "County's Satisfaction," during the 2013 Renewal Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, services and activities in accordance with the terms and conditions stated in this Agreement as renewed and amended in this 2013 Renewal.

2.0 2013 RENEWAL TERM AGREEMENT FUNDS

2.1 **Maximum Funds.** The Parties hereby agree to amend Section 13.1, "Maximum Funds," to show that the maximum funds provided by County for the 2013 Renewal Term under the terms of this 2013 Renewal will be an amount not to exceed the following:

\$ 78,400.00

2.2 2013 Renewal Term Fiscal Year Limitations on Funding.

2.2.1 The Parties agree to amend Section 13.1.2(a) by adding the following:

13.1.2(a)-13 During the 2013 Renewal Term, the fiscal year limitations under
13.1.2(a) shall be:

(i) January 1, 2013 - September 30, 2013:

\$ 58,800.00 (75% of Agreement Funds Total)

(ii) October 1, 2013 - December 31, 2013

\$ 19,600.00 (25% of Agreement Funds Total)

for a TOTAL AGREEMENT AMOUNT: \$78,400.00

2.2.2 **Fiscal Year Limitations on Funding.** The Parties agree to amend Section 13.1.2 of the Contract ("Fiscal Year Provision") by adding the following:

13.1.2(b) Other provisions of Section 13.1, including any amendments to that Section 13.1, notwithstanding, it is understood and agreed that, if Contractor has Contract Funds remaining from the portion of the Contract Term in the first Fiscal Year of the Contract Term, such funding is available to Contractor for payment for authorized services provided in the portion of the Contract Term in the second Fiscal Year of Contract Term. Contractor is limited to spending no more than 75% of the total Contract Funds provided for any Contract Term during the time period on any calendar year beginning January 1 and ending September 30; any portion of that 75% not spent during that time period is available to Contractor for reimbursement of authorized Contract services during the time period beginning October 1 and ending December 31 of that same calendar year.

All other provisions of the Fiscal Year Provision not specifically changed herein shall remain in full force and effect.

All applicable provisions of the Agreement, as amended, shall be amended to reflect the amounts shown in the above Section 2.2 as to the 2013 Renewal Term. All provisions of Section 13.1.2(a) not related to the amounts will remain in full force and effect as to the 2013 Renewal Term.

3.0 **ENTIRE AGREEMENT**

3.1 **Attachments.** The Parties agree to amend the Agreement as to the 2013 Renewal Term by adding the "2013 Renewal Term Amended Work Statement, Performance Measures and Program Budget," attached to this 2013 Renewal as Exhibit 1 and hereby made a part of the Agreement, as amended, constituting promised performance by Contractor in accordance with all terms of the Agreement, as amended.

4.0 **OTHER PROVISIONS**

4.1 **Insurance.** The Parties agree that the requirements for insurance for the 2013 Renewal Term will continue as set forth in the Agreement, as amended. Contractor agrees to provide current documentation of such insurance as required under the Agreement.

4.2 **Limitations.** Unless otherwise specifically stated herein, the performance required under this 2013 Renewal is performable only during the 2013 Renewal Term, and performance requirements and payment shall not carry over from one Agreement term to another.

4.3 **Update.** Within thirty (30) days of execution of this 2013 Renewal, Contractor 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:

- 4.3.1 Update of any policies and procedures
- 4.3.2 Updated W-9 Taxpayer Identification Form
- 4.3.3 Change of Identity Information (Name, Address, Etc.), where applicable

4.4 **Debarment, Suspension and Other Responsibility Matters.** Contractor, by signing this 2013 Renewal, hereby certifies and represents 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 any Federal department or agency.
- (b) have not within a three-year period preceding this Agreement 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 Agreement 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 4.4, Contractor shall provide a written explanation of such inability prior to the effective date of this Agreement for County's consideration and evaluation with the understanding that such may result in termination of this Agreement by County.

4.5 **Certification and Representations.** By signing this 2013 Renewal, Contractor certifies and represents that all certifications and representations under the Agreement continue to be in full force and effect. Contractor 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.

4.6 **Conflict of Interest Questionnaire.** Required updating of the Conflict of Interest Questionnaire shall remain in force as applicable.

5.0 **INCORPORATION**

5.1 County and Contractor hereby incorporate the Agreement into this 2013 Renewal. Except for the changes made in this 2013 Renewal, County and Contractor hereby ratify all the terms and conditions of the Agreement as amended herein. 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 January 1, 2013, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

2013 RENEWAL TERM
WORK STATEMENT, PERFORMANCE MEASURES AND BUDGET

**Travis County ("County") and The University of Texas at Austin -
Ray Marshall Center for the Study of Human Resources ("Center")**

I. PURPOSE

A. General Purpose. Center will provide consulting and evaluation services under the terms of this Agreement to evaluate local investments in workforce development and/or other social service programs, including emergency assistance efforts.

B. Approach. In order to accomplish the Purpose of this Agreement, Center will work with Travis County staff to conduct an outcomes and impact evaluation of selected workforce development services funded by the County and/or to conduct an exploratory evaluation of other County-funded social service programs (both options discussed in sections II and III below). Given the time and funding constraints detailed below, it may not be feasible to conduct both the workforce and social services evaluations. Details for each evaluation option are provided below. Center staff will meet with County administrators to establish evaluation priorities in the first month of the contract.

II. WORKFORCE SERVICES EVALUATION. Travis County contracts for a wide range of workforce development services for residents, including GED preparation, short-term job search and skill development, and longer-term occupational training. The following providers will be included in the evaluation:

1. Austin Academy/Ascend Center for Learning
2. Austin Area Urban League (AAUL)
3. American YouthWorks (AYW)
4. Capital IDEA
5. Goodwill Industries of Central Texas – Ready to Work
6. Skillpoint Alliance – Gateway
7. BiGAUSTIN – Prison Entrepreneurship Program.
8. Workforce Solutions-Capital Area Workforce Board – REM Project

Evaluation activities which will be conducted by Center include the following:

A. Key Evaluation Questions. Key evaluation questions include:

- How effective is the program as measured by:
 - increased earnings,
 - employment retention,
 - reduced Unemployment Insurance (UI) payments, and
 - increased monetary eligibility for UI benefits?
- How do key participant outcomes compare to those for similar, nonparticipating individuals?
- Which services appear to be the most effective and why?
- What changes can be made to services/treatments to improve outcomes for participants?

B. Outcome Evaluation: Center will document program results in terms of the number of clients completing training, number placed in employment, quarterly earnings, and other outputs/outcomes that can be determined largely through linked administrative data.

C. Impact Evaluation. As feasible, Center evaluators will use a quasi-experimental design to match program clients with similar individuals receiving other workforce services available in the region. By comparing the employment outcomes and receipt of UI and public benefits between participants and non-participants, evaluators will estimate the impacts of program participation.

D. Information. Information for this evaluation of Travis County workforce development services providers will come from:

- Administrative database maintained by each provider
- The Texas Workforce Information System of Texas (TWIST)
- UI wage records
- UI claim records
- Other sources, such as TANF and Food Stamp records and/or National Student Clearinghouse records

E. Other workforce services evaluation activities:

- i. Center researchers also will explore the feasibility and cost of alternative approaches for measuring employment and earnings for self-employed individuals, including those in construction and truck driving.

III. SOCIAL SERVICES EVALUATION. Travis County invests in a wide range of social services, including emergency rent/mortgage assistance, emergency utility payments, a food pantry, and family support services. While the County contracts-out for most workforce development services, the majority of these social services are provided directly by County staff in County Community Centers. The evaluation of these other social services programs would proceed along two phases:

A. Phase 1 January-April 2013:— Data exploration and interviews with key program administrators and staff. This phase is essential to understanding the goals of the services, the outcomes expected, and the data collected. Center researchers would examine and work with department staff to clean the data and to identify any issues with consistency, completeness, accuracy, etc. Phase 1 work would identify programs with data to support further evaluation, as well as identify data collection issues and suggest solutions for improving data collection to support future evaluation efforts.

B. Phase 2 April-December 2013: – Initial outcomes evaluation based on findings from Phase 1.

Key questions for this research include:

- Are services being provided as planned?
- Who is being served?
- What are the participants' outcomes?
- What is the impact of participation on key measures of interest?

IV. TASKS AND TIMELINES. Tasks and applicable timelines are as follows:

A. Selection. Center will work with County administrators and leadership to establish priorities between the evaluation options outlined above, based on the information needs of County planners and officials.

B. Finalization. Center will finalize the project work plan and timeline, which includes any changes to the following:

1. Report templates and the analysis plan with the approval of County.
2. Definitions of outcome measures with the approval of County.
3. Protocols for the collection and transmittal of data.

C. Data. For relevant data, Center will:

1. Establish and maintain data linkages with state and other administrative databases to track participants and create comparison group(s);
2. Collect data and prepare research files for analysis; and
3. Analyze data collected.

D. Draft Report. Center will:

1. Prepare the draft evaluation report; and
2. Submit the draft to County for review and comment.

E. Briefing. Center will brief County and service providers on evaluation findings and recommendations.

F. Final Report. Center will prepare and disseminate the final evaluation report incorporating comments as necessary and appropriate.

- V. DELIVERABLES.** Center will provide the following deliverables by the due dates indicated below. (These dates are estimates and may be affected by delays in getting access to requisite data and other unforeseen events.)

<u>Deliverable</u>	<u>Date</u>
Meeting with County Staff to Set Evaluation Priority	January 2013
Work Plan	March 2013
Preliminary Findings / Draft Report	October 2013
Final Evaluation Report	December 2013
Provider and Funder Briefing	December 2013

VI. BUDGET

A. Direct Costs

Salaries	\$50,958
Fringe Benefits	\$12,230
Direct Research Expenses*	\$ 3,246
Computer Expenses	\$ 1,740
Total Direct Costs	\$68,174

*Direct Research Expenses: The Ray Marshall Center uses a formula based on historical averages to estimate telephone charges, postage and mailing, copying and printing for data analysis, reporting and dissemination, computer peripherals and equipment, and supplies directly related this project.

B. Indirect Costs

Indirect Costs @ 15%	\$10,226
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AGREEMENT TOTAL: **\$78,400**

C. Payment Schedule

Payments will be made based upon receipt of deliverables by County as follows:

<u>Deliverable</u>	<u>% of Total</u>	<u>Cost</u>	<u>Indirect Cost</u>
Work Plan	25%	\$17,043.50	\$2,556.50
Preliminary Findings / Draft report	25%	\$17,043.50	\$2,556.50
Final Evaluation Report	25%	\$17,043.50	\$2,556.50
Provider & Funder Briefing	25%	\$17,043.50	\$2,556.50
TOTAL:	100%	\$68,174.00	\$10,226.00