



Travis County Commissioners Court Agenda Request

Meeting Date: February 25, 2014

Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001880 for the Promise Mentor Program, to Seedling Foundation

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

The purpose of this program is to serve 50-60 youth in five different Del Valle elementary and middle schools during calendar year 2014.

This program will provide children of incarcerated parents with consistent, positive adult relationships and improve their attitudes and interactions, measured by increased school attendance rates and more favorable discipline profiles.

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

- **Contract-Related Information:**

Award Amount: \$50,000

Contract Type: Social Services

Contract Period: March 1, 2014 – December 31, 2014

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

Modification Amount:

Modification Type:

Modification Period:

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

SAP Shopping Cart #: FR# 300001016

Funding Account(s): 1580540001

Comments:



**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
(512) 854-4100
Fax (512) 279-1608**

DATE: February 4, 2014

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

FROM: *Sherri E. Fleming*
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Approval of a Single Term Social Service Contract with Seedling Foundation

Proposed Motion:

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve a twelve month contract with a social service agency.

Summary and Staff Recommendation:

The department recommends the Seedling Foundation receive funding for the Seedling's Promise Mentor Program. This program will serve 50 – 60 youth in 5 different Del Valle elementary and middle schools during calendar year 2014.

Issues and Opportunities:

They will provide children of incarcerated parents with consistent, positive adult relationships and improve their attitudes and interactions, measured by increased school attendance rates and more favorable discipline profiles.

Budget and Fiscal Impact:

The contract amount is \$50,000. The funds reservation number is 300001016.

Contract Term:
March 2014 through December 2014

CC: Nicki Riley, C.P.A., Travis County Auditor
Patti Smith, Chief Assistant, Travis County Auditor
Kapp Schwebke, Financial Auditor Analyst IV, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Marvin G. Brice, CPPB, Asst. Purchasing Agent, County Purchasing Office
Shannon Pleasant, Purchasing Agent Asst., County Purchasing Office
Aerin Toussaint, Budget Analyst Sr., Planning and Budget Office
Lisa Sinderman-Glass, Financial Analyst Lead, Finance Division, TCHHSVS
LaDonna Brazell, Contract Compliance Specialist, Finance Division, TCHHSVS
San Juana Gonzales, Contract Compliance Specialist, Finance Division, TCHHSVS
LaTrice Johnson, Contract Compliance Specialist, Finance Division, TCHHSVS
Caula McMarion, Accountant, Finance Division, TCHHSVS
Jim Lehman, Division Director, Family Support Services, TCHHSVS
Kathleen Haas, Financial Services Manager, Finance Division, TCHHSVS
Deborah Britton, Division Director, Community Services, TCHHSVS

**SOCIAL SERVICES
AGREEMENT**

BETWEEN

TRAVIS COUNTY

AND

SEEDLING FOUNDATION

FOR

SEEDLING PROMISE MENTOR PROGRAM

CONTRACT NO. 4400001880



SOCIAL SERVICES CONTRACT
TABLE OF CONTENTS

I.	PARTIES	1
II.	RECITALS	1
 <u>AGREEMENT</u>		
III.	DEFINITIONS	1
	1.0 Contract Definitions	
IV.	KEY PROVISIONS	3
	2.0 Contract Term	3
	3.0 Contract Funds	3
	4.0 Amendment, Changes or Modifications	3
	5.0 Entire Agreement	4
V.	FINANCIAL PROVISIONS	5
	6.0 Contract Funds	5
	7.0 Invoicing and Payment	6
	8.0 Contract Funds Restrictions	7
	9.0 Return of Contract Funds	9
	10.0 Audit	10
	11.0 Transfer of Funds	12
	12.0 Forms	12
	13.0 Outstanding Debt	13
VI.	RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR	14
	14.0 Contractor Performance	14
	15.0 Warrants and Assurances	18
	16.0 Compliance	19
	17.0 Retention and Accessibility of Program, Client & Fiscal Records	20
	18.0 Reporting Requirements	22
VII.	RESPONSIBILITIES AND OBLIGATIONS OF COUNTY	23
	19.0 Limitations	23
	20.0 County Obligations	24
VIII.	SUSPENSION AND TERMINATION	24
	21.0 Suspension	24
	22.0 Termination	24
IX.	MISCELLANEOUS PROVISIONS	26
	23.0 Independent Contractor	26
	24.0 Subcontracts	26
	25.0 Monitoring	28
	26.0 Notices	28
	27.0 Prohibitions	29
	28.0 Assignability	31
	29.0 Legal Authority	31
	30.0 Interpretational Guidelines	31
	31.0 Other Provisions	31
 <u>ATTACHMENTS</u>		
	Attachment A – Program Cover Page – Form #2	37
	Attachment B – Program Work Statement – Form #3	38
	Attachment C – Program Budget – Form #4	42
	Attachment D – Program Budget Narrative – Form #5	43
	Attachment E – Total Program Staff Positions and Time – Form #6	44
	Attachment F – Total Program Funding Summary – Form #7	45
	Attachment G – Subcontracted Expense Form – Form #8	46
	Attachment H – Performance Measure Definition Tool – Form #9	47
	Attachment I – Insurance Requirements	50
	Attachment J – Ethics Affidavit	53
	Attachment K – Debarment Form	56

**CONTRACT FOR
SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND
SEEDLING FOUNDATION**

I. PARTIES

This Contract ("Contract") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Seedling Foundation, a non-profit organization ("Contractor").

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.027, and other statutes), and to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes); and provision of the above services constitutes a public purpose.

Travis County Health and Human Services & Veterans Service has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., § 262 et seq., and has issued or hereby issues such an order of exemption for the services provided under the terms of this Contract as provided by applicable law.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of these agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Contract as follows:

III. DEFINITIONS

1.0 CONTRACT DEFINITIONS. In this Contract,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Contract Funds" means all funds paid by County to Contractor pursuant to this Contract (including grant funds, if specifically identified).

1.3 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.

1.4 "County Auditor" means Nicki Riley, the Travis County Auditor, or her successor or designated

representative.

1.5 "County Department," "Department" and/or "TCHHS/VS" mean the office of Travis County Health and Human Services & Veterans Service.

1.6 "County Executive" means Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service, or her successor or designated representative.

1.7 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor or designated representative.

1.8 "Eligible Client" means a person who meets any specific eligibility criteria described in this Contract and who meets statutory and/or Contract requirements necessary to receive services under this Contract.

1.9 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.

1.10 "Is doing business" and "has done business" mean:

1.10.1 Paying or receiving in any fiscal year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

1.10.2—~~Loaning or receiving a loan of money, or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;~~

1.10.3 but does not include:

1.10.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.10.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.10.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.11 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment K.

1.12 "Parties" and "Party" means the County and/or Contractor.

1.13 "Reimbursable," "Allowable," or "Authorized Costs" means those amounts authorized to be paid by County to Contractor under the terms of this Contract with Contract Funds.

1.14 "Subcontract" means any agreement between Contractor and another party to fulfill, either directly or

indirectly, any of the requirements of this Contract, in whole or in part.

1.15 "Subcontractor" means any party providing services required or allowed under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Contractor; and any party or parties providing services for Contractor which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract.

IV. KEY PROVISIONS

2.0 CONTRACT TERM

2.1 **Initial Term.** The Parties agree that this Contract will continue in full force for the Initial Term which begins March 1, 2014, and terminates December 31, 2014, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 Renewal Term(s)

2.2.1 **Written Renewal.** This Contract may only be renewed by written agreement executed by County and Contractor.

2.2.2 **Renewal Provisions.** Upon the approval by the Commissioners Court of continued funding during the budget process related to any Renewal Term, and within the limits of that budgetary approval, this Contract may be renewed by written agreement signed by County and Contractor for whatever time period is agreed to in writing by County and Contractor. The exercise of any option to renew under this provision will be with the understanding that all terms and conditions remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to this Contract. Non-competitive renewal will be based upon the Contractor's positive performance and County's continuing need for the services as determined by County. Contractor understands and agrees that this Contract is for the Initial Term only, and that there is no guarantee or agreement that any renewal term(s) will be granted by County; each renewal term is subject to County funding approved by the Commissioners Court and the decision to renew an individual contract based on need and performance, as determined by County.

3.0 CONTRACT FUNDS

3.1 **Contract Funds Amount.** During the Initial Term, County will make available for payment to Contractor for services provided pursuant to the terms of this Contract funds in an amount not to exceed:

\$ 50,000.00

4.0 AMENDMENTS, CHANGES OR MODIFICATIONS

4.1 **Written.** Unless specifically provided otherwise in this Contract, any changes, modifications, alterations, additions or deletions ("Amendment") to the terms of this Contract will be made in writing and signed by both Parties in order to be of any force or effect.

4.2. **Authority to Change.** **CONTRACTOR AGREES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT OR MAKE ANY OBLIGATION FOR COUNTY UNDER THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE**

COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.

4.3 **Non-Compliance.** Contractor agrees that any action taken by Contractor which does not comply with the terms of this Contract subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.

4.4 **Submission.** Contractor will submit any requests for an Amendment of the terms of this Contract to the County Purchasing Agent with a copy to the County Executive. Upon agreement by the County Department, the request may be presented by the Purchasing Agent to the Commissioners Court for consideration. No changes will be effective as to County until approved in writing by Commissioners Court (or Purchasing Agent under Section 4.5). Written requests for Contract Amendment must be received by the County Department and Purchasing Agent prior to the desired effective date of the change (with sufficient time for County processing) and no later than sixty (60) days prior to the end of the Contract Term for which the Amendment is sought. Failure to meet this deadline may result in the denial of the request for the Amendment. In no event will an Amendment be granted after the expiration of the applicable Contract Term.

4.5 **Purchasing Agent Authority.** Contractor understands and agrees that the Purchasing Agent has authority to approve certain Amendments subject to applicable law (specifically, the County Purchasing Act, TEX. LOC. GOVT CODE, Chapter 262, and other applicable law) and County policy. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract as authorized, and will advise Contractor as to the decision to use that authority upon submission of the request for the Amendment. At any time, the Purchasing Agent may elect to submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

5.0 ENTIRE AGREEMENT

5.1 **All Agreements.** The Parties agree that all oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract. Outside discussion or other written or verbal communications not included in this Contract are **NOT** a part of this Contract (either at the time of this Contract or at any time during any Contract Term).

5.2 **Attachments.** The attachments listed below are a part of this Contract and constitute promised performances by Contractor in accordance with all terms of this Contract. If any Attachment is not applicable to this Contract, the cover sheet for the Attachments will show "Not Applicable." References to "Contract" in this agreement will include reference to all of the attachments to this Contract.

- 5.2.1 Attachment A 2014 Program Cover Page - Form # 2
 - 5.2.2 Attachment B 2014 Program Work Statement - Form # 3
 - 5.2.3 Attachment C 2014 Program Budget - Form # 4
 - 5.2.4 Attachment D 2014 Program Budget Narrative - Form # 5
 - 5.2.5 Attachment E 2014 Total Program Staff Positions and Time - Form # 6
 - 5.2.6 Attachment F 2014 Total Program Funding Summary - Form # 7
 - 5.2.7 Attachment G 2014 Subcontracted Expense Form - Form # 8
 - 5.2.8 Attachment H 2014 Performance Measure Definition Tool - Form # 9
 - 5.2.9 Attachment I 2014 Financial Reports/Forms (Sample Forms with specific forms to be provided by County)
- (a) Payment Request

- (b) Monthly Expenditure Report
- (c) Compliance Certification Form
- (d) Budget Revision Request Form
- 5.2.10 Attachment J Insurance Requirements
- 5.2.11 Attachment K Ethics Affidavit
- 5.2.12 Attachment L 2014 Debarment Form (See Section 15.4)

The Parties agree that the above Financial Report/Forms (Attachment I) may be sample in nature and that specific forms may be adjusted, added or deleted by mutual agreement of the Parties.

V. FINANCIAL PROVISIONS

6.0 CONTRACT FUNDS

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

\$ 50,000.00

6.2 Financial Limitations.

6.2.1 **County Budget.** Contract Funds will be provided as further set forth in Attachment C, "Program Budget," of this Contract. Contractor agrees that the sum stated in Sections 3.0 and 6.1 is the maximum amount available to be paid by County to Contractor during the Initial Contract Term unless the Contract is changed pursuant to Section 4.0, "Amendment." The total costs of this Contract will in no event exceed or be interpreted to obligate the County beyond the amount included in the County's budget and designated for this purpose in any Fiscal Year/budget period unless or until an increase in the County budget is approved by the Commissioners Court and the appropriate Amendment to this Contract is executed. Any amendment to this Contract which adds County funds to the Contract will be considered to have amended the not to exceed amount set forth in this Contract by that amount. If this Contract is renewed under Section 2.2, it is understood and agreed that the amount set forth in the Contract, including the "Program Budget," will be amended, as necessary, for each Renewal Term in the Renewal Term Amendment to reflect those amounts approved by the Commissioners Court in its budget process for that Contract Term.

6.2.2 **Budget Period/Fiscal Year Limits.** Contractor expressly agrees that County funding obligations can ONLY be incurred for the portion of any Contract Term corresponding to a time period included in the approved budget for any one Fiscal Year.

7.0 INVOICING AND REQUEST FOR PAYMENT

7.1 Monthly Request. Each month during any Contract or Renewal Term, Contractor will file, within the time limits set forth in this Section 7.0, and pursuant to applicable requirements of this Contract, the complete and correct (as determined by County Department) Payment Request forms (Attachment I). Contractor agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, purchase orders or other information, will be reviewed by County during monitoring visit(s), and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such, as determined by County.

7.2 Timely Filing of Request.

7.2.1 Filing. The Payment Request forms will be filed with TCHHS/VS within fifteen (15) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Payment Request forms may impact the ultimate receipt of payment by Contractor. County will pay Contractor for authorized expenditures (as defined by this Contract and approved by the County) reported in that Payment Request within thirty (30) days of receipt by TCHHS/VS of that complete and correct Payment Request in accordance with the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251).

7.2.2 Request Limitation. County will not be liable to Contractor for any costs incurred and paid by Contractor in the performance of this Contract which are not billed to County under the applicable terms of this Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of the Initial Contract Term (or any Contract Term, as applicable to the term in which the services were provided), whichever occurs first. Costs billed by Contractor on or after the 61st day following provision of services or the termination of any Contract Term (whichever applies) will be considered disallowed and may not be paid by County.

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

7.4 Contractor Corrections. If County determines that corrections and/or changes to the Payment Request are necessary, the Payment Request will be returned to Contractor. Those corrections or changes must be made by Contractor and returned to County prior to the Payment Request being certified by County for payment as complete and correct. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to TCHHS/VS result in the delay of the certification of a Payment Request (or "invoice") by County, Contractor understands and agrees that the time for payment under the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251) will not begin to run until that invoice has been corrected so that it is, as determined by County Department, correct and complete as necessary for certification by County.

7.5 County Correction. At any time that County discovers a discrepancy in an invoice that would result in Contractor receiving up to Five Dollars (\$5.00) less than the amount invoiced, County may contact Contractor for written permission (via email or fax) to adjust the invoice according to the County's determination. Upon receipt of such written permission, County may adjust the invoice as agreed to by Contractor, and Contractor agrees to accept the resulting payment as payment in full; no further accounting will be made nor will any future payments be adjusted related to the amount so waived by Contractor under this provision. Contractor understands and agrees that consent

under this Subsection 7.5 constitutes a complete and total waiver of the amount deducted from the total invoiced amount. This provision allowing for correction by County of a Payment Request will ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Payment Request; at any time that the discrepancy involves an increase in the amount to be paid, the Payment Request will be returned to Contractor for correction.

8.0 CONTRACT FUNDS RESTRICTIONS

8.1 County Payment.

8.1.1 Reimbursement Only. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by County under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those actual costs being invoiced and considered allowable under this Contract and subject to payment by County.

8.1.2 Department Determination. County and Contractor agree that determination of allowable expenses and payment of Contract Funds will be directed by County Department.

8.1.3 Pre/Post-Term Debts. County will not be liable for: costs incurred or performances rendered by Contractor before or after the Contract Term; expenses not billed to County within the applicable time frames set forth in this Contract; or any payment for services or activities not provided pursuant to the terms of this Contract.

8.2 Maintenance of Funds. The Contractor will deposit and maintain all monies received under this Contract in either a separate numbered bank account or in a general operating account, either of which will be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect and identifies revenues and expenditures for the monies received under this Contract from County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Section 8.2 upon request by County.

8.3 Allowable Costs - Direct Performance. Costs will be considered allowable only if, as determined by County, those costs are:

- (a) incurred and paid by Contractor directly and specifically in the performance of this Contract;
- (b) incurred and paid by Contractor pursuant to all requirements of this Contract;
- (c) incurred and paid by Contractor in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles;
- (d) included and identifiable in Contractor's budget document attached to this Contract as required in this Contract; and
- (e) incurred and paid as set forth in Section 8.1.1, and other applicable provisions.

8.4 Indirect Costs. Indirect Costs, as defined by generally accepted accounting principles, are not considered to be allowable costs under this Contract.

8.5 Specific Prior Authorization - Items NOT in Contractor's Budget. Section 8.3 notwithstanding, if the following are NOT in Contractor's specific budget documents, County's **prior** written

authorization by the County Executive is required in order for the following to be considered allowable costs, and therefore reimbursable under this Contract:

8.5.1 Facilities. Alteration or relocation of facilities.

8.5.2 Professional Services. The acquisition of all consultant or professional services, as may be approved under the terms of this Contract. All consultant or professional services must be documented utilizing the appropriate County form.

8.5.3 Out Of County Travel. Out of County travel will only be approved/reimbursed pursuant to Section 8.6.

Any costs which are described by this Subsection 8.5 which are incurred by Contractor without the required approval may be considered disallowed, and may not be paid by County; or payment may be delayed. Specific inclusion in the budget document included in the Contract of any of the above will be considered approval by County.

8.6 Out of County Travel Expenses.

8.6.1 Allowable Travel. In order to be considered a reimbursable expense under this Contract, all travel must: be travel outside Travis County (out-of County); be necessary and for a purpose directly related to the provision of services under this Contract (with supporting documentation provided/made available for review by County); and meet all requirements of this Contract. Individual(s) included in travel must either be employees or volunteers who must participate in such travel in order to further the provision of services provided under this Contract. Final determination of such relationship will be made solely by County. Contractor understands and agrees that, if Contractor is in doubt about the relationship of the travel or participants to County services, it is the Contractor's obligation to secure written County determination prior to incurring the travel cost, or risk such costs being disallowed by County.

8.6.2 Budget. Travel will be considered approved only if the expense of such travel is included in Contractor's budget and the details of the travel have been provided according to the approved budget. If the travel has not been completed and included as a part of this Contract in the approved budget, then the Contractor will complete and submit Contractor's travel form to County through the County Department for written approval by the County Executive or their designated representative prior to the travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to incurring such expense or risk the travel expense being disallowed. Expenses set out in the Contractor's travel form must fall within the amount set forth in Contractor's budget for travel and must meet all rules and requirements of the current Travis County Budget Rules and Travel Guidelines, currently found at the following:

http://www.co.travis.tx.us/planning_budget/fy14/budget_rules.pdf

Contractor is responsible for obtaining and invoicing according to the most recent version of the applicable Travis County rules and guidelines.

8.6.3 Failure to Obtain Approval. Any costs incurred related to travel without the approval required under this Section 8.6 may be considered disallowed and may not be paid by County; or payment may be delayed. If travel expenses are incurred as a result of Contractor's failure to cancel arrangements in time to secure a refund, County will only reimburse if that failure is a result of an unavoidable emergency. An

"unavoidable emergency" under this provision will be a situation determined by County to relate to circumstances that are clearly beyond the control of the traveler, such as illness or injury. Complete documentation of such claim of unavoidable emergency will be submitted by Contractor and County will make the final determination as to the decision to reimburse Contractor for the expense (in whole or in part).

8.6.4 **Commissioners Court Approval.** Out of County travel expenses under this Section 8.6 which do not meet the specified County criteria cannot be approved by the County Executive, but would have to be taken to the Commissioners Court for approval PRIOR to travel. All out-of- county travel expenses must be included in Contractor's budget.

8.7 **Overtime Compensation.** Contractor may use Contract Funds to pay overtime and/or the associated fringe benefits on such overtime only if the overtime meets the following requirements, as determined by County:

- (a) Amount is included in the Contractor's budget; and
- (b) Amount is actually incurred by a Contractor employee who holds a position which is included in the budget for reimbursement by County Funds (as documented by a signed timesheet); and
- (c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and
- (d) Contractor maintains and implements a written policy concerning overtime compensation which manages and controls the use of overtime to minimize the need for overtime compensation.

8.8 **Non-Allowable Costs.** The following are not reimbursable costs, whether incurred directly or indirectly in performance of this Contract and may not be included in Contractor's budget or paid for using Contract Funds:

- (a) Other Post Employment Benefits (OPEB) for employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits.
- (b) Employee recognition, rewards, or awards other than performance pay pursuant to written compensation schedules.
- (c) Entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the Contract will pay for an employee's-own meal and beverage expenses incurred during out-of-County trips or conferences related to services provided under this Contract if properly budgeted and if incurred according to the Contractor's travel policy as approved by County pursuant to Section 8.6.
- (d) Legislative consultant services.
- (e) Donations to non-profit or private organizations.
- (f) Legal services provided to Contractor
- (g) General consulting services that are not directly provided as a specific program service.
- (h) Purchases of any non-expendable Capital Acquisition as defined in Section 14.6.
- (i) Expenditures made in violation of any law or regulation applicable to Contractor and/or services provided under this Contract.

9.0 **RETURN OF CONTRACT FUNDS**

9.1 **Contractor Liability.** Contractor will be liable to County and refund money paid to Contractor upon a determination by County that payment either:

- 9.1.1 has resulted in overpayment,
- 9.1.2 has not been spent strictly in accordance with Contract terms,

- 9.1.3 exceeds the total expenditures actually reported by Contractor,
- 9.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s), or
- 9.1.5 was inappropriately transferred according to Section 11.0.

9.2 **Return of Funds.** Return of funds under this Section 9.0 will be made by Contractor to County within thirty (30) days of written request by County. County may offset the amount of any funds owed under this Section against the next or any future payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

10.0 **AUDIT**

10.1 **Annual Audit.** Unless otherwise authorized by County under the terms of this Contract, Contractor will arrange for the performance of an annual (at least one time during each consecutive 365-day period) financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

10.1.1 **Single Audit.**

a. **Single Audit Act Application.** For each Fiscal Year included within a Contract period specified in Section 2.0 ("Contract Term") of this Contract in which Contractor expends a total of \$500,000 or more in Federal awards from all sources, Contractor will have an audit conducted in accordance with the Single Audit Act of 1984, 31 U.S.C., Section 7501 et seq., and OMB Circular No. A-133, "Audits of States, Local Government and other Non-Profit Organizations."

b. **No Single Audit Act Application.** Contractors not subject to the Single Audit Act, and expending \$500,000 or more during the Contractor's fiscal year must have a full financial audit performed. If less than \$500,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

c. **Performance Requirements.** The audit or review must be:

(i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

(ii) made in accordance with generally accepted auditing standards and procedures for a non-profit organization and auditing standards (including a Statement of Functional Expenses) as stated in the "American Institute of Certified Public Accountants Industry Audit Guide - Audits of Voluntary Health and Welfare Organization;" and

(iii) provided for any/each of Contractor's fiscal years in which County Funds are provided.

10.1.2 **Entire Operations Option.** At the option of Contractor, each audit or review required by this Section 10.0 may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered Contract Funds.

10.1.3 **Financial Records.** Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must

contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to Contract Funds.

10.1.4 Copy. Contractor will provide a copy of its most recent report of the complete financial audit and the auditor's opinion and management letters, or the review, to County within 180 days of the end of the Contractor's fiscal year end, unless County approves alternative arrangements in writing. In any event, such copies will be provided no later than September 30 of each year in which County funds are received under this Contract. The report will also include the auditor's opinion and letters to management. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports. Reviews and audits performed under Section 10.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such reports in a timely manner may result in delay of payment, suspension or termination of the Contract by County. Reports may be in either hard copy or electronic form, unless otherwise requested by County.

10.1.5 Continued Obligation. The expiration or termination of this Contract will in no way relieve Contractor of the obligation to meet the requirements of this Section 10.0 in the manner or format prescribed by County.

10.1.6 Cost of Audit. Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 10.0 may be considered an allowable cost and reimbursable under this Contract if the following requirements are met:

(a) cost is included in Contractor's budget, with the Subcontractor providing such services correctly identified; and

(b) the cost billed to County is no greater than the percentage relationship of County Contract Funds to Contractor's total annual budget, with the cost of the audit being a reasonable cost for such services as agreed to by County. For example, if the total amount of County Contract Funds provided under this Contract is ten percent (10%) of the total Contractor annual budget, then County Contract Funds may be used to reimburse up to ten percent (10%) of the total cost of the annual audit.

10.2 County Audit. Notwithstanding Section 10.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit of the Contract. Contractor agrees to permit County or its authorized representative, to audit Contractor's records and to review, copy or obtain any documents, materials, or information necessary to facilitate such audit.

10.3 Facilitation. Contractor will take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 10.0 that County may reasonably require of Contractor. Such action will include provision of access to Contractor's facilities during Contractor's regular business hours for County to conduct an audit. The County will consider reasonable times and places to review records or interview individuals. Adequate and appropriate workspace will be made available to County or their designees, and all requested records will be made readily available.

10.4 Contractor Audit Records.

10.4.1 Content. Records of Contractor, its subsidiaries, Subcontractors and affiliates subject to audit will include accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent, as defined by County, to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies and services and all other costs of expenses of

whatever nature relating to this Contract (all the foregoing to be referred to as "Records").

10.4.2 **Access.** Contractor grants access and the right to examine, copy or reproduce all Records pertaining to this Contract.

10.4.3 **Subcontractors.** Contractor will require all Subcontractors, sub-consultants, insurance agents, contractors, and suppliers related to this Contract to comply with the provisions of this Section 10.0, and any other provisions so designated within this Contract, by inserting those requirements in any written contract agreements executed between the Contractor and other related parties using Contract Funds.

11.0 TRANSFER OF FUNDS.

11.1 **Transfer of Funds Without Amendment.** Notwithstanding Section 4.0, and as specifically applicable, Contractor may transfer funds without a written amendment to this Contract ONLY if ALL of the following requirements are met:

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

11.1.2 Contractor submits a budget revision form and obtains County's approval of such revisions prior to the submission of the Contractor's first monthly billing to the County following the transfer which will reflect such changes; and

~~11.1.3 Contractor submits no more than two (2) budget revision requests during a Contract Term, with one request allowed during the first six (6) months of the Contract Term, and the second submitted no later than sixty (60) days prior to the end of the Contract Term.~~

11.2 **Disallowed Expense.** Contractor agrees that failure to meet the requirements of Section 11.1.1 – 11.1.3 may result in any transfer of funds being disallowed; as such, the disallowed amount may not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 11.0, Contractor agrees to refund such payment in full to County within twenty (20) days of written request by County for such refund.

12.0 FORMS

12.1 **W-9 Taxpayer Identification Form.** Contractor will provide the County Purchasing Agent with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor. Contractor understands that this W-9 Form must be provided to the County Purchasing Agent before any Contract Funds are payable. If there are any changes in the W-9 form during any Contract Term, Contractor will immediately provide the County Purchasing Agent with a new and correct W-9 form. Failure to provide such form within the time required may result in delay of payment, suspension or termination of the Contract, or other action as deemed necessary by County. Any changes in the W-9 Form are also subject to the requirements of Sections 26.0, "Notices," and 28.0, "Assignability," as applicable.

12.2 **IRS 990 Form.** Contractor will provide the Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 (Return of Organization Exempt From Income Tax) for each calendar year within 180 days of the Contractor's fiscal year end, but no later than September 30 of each year in which County funds are received under this Contract. If Contractor has filed an extension request which prevents the timely provision of the form 990, Contractor will provide the Purchasing Agent with a copy of that application for extension

of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of any final document(s) immediately upon receipt of such document(s).

13.0 OUTSTANDING DEBT.

13.1 **Assignment for Taxes.** Notwithstanding anything to the contrary contained in this Contract, if Contractor is delinquent in the payment of property taxes, or of any taxes due to Travis County at any time of invoicing for payment, Contractor hereby assigns any payment to be made for services and performance provided under this Contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector.

13.2 **Disbursements to Persons/Organizations With Outstanding Debt.** Contractor agrees that:

13.2.1 Disbursements to persons with certain outstanding debt is prohibited by Section 154.05 of the Texas Local Government Code and will not be made under this Contract.

13.2.2 Pursuant to Section 13.2.1, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of the Contractor, or an agent or assignee of Contractor until:

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

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

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

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

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

VI. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

14.0 CONTRACTOR PERFORMANCE

14.1 Services and Activities.

14.1.1 Requirements. During any Contract Term, Contractor will perform, in a satisfactory manner as determined by County services and activities in accordance with all terms of this Contract.

14.1.2 Failure to Perform. In the event of Contractor's non-compliance with any term of this Contract County may impose such sanctions as determined to be necessary by County, including the following:

- (a) Withholding of payments to Contractor under the Contract until Contractor complies with the term of the Contract:
- (b) Suspension, termination or cancellation of the Contract, in whole or in part.

The above actions by County may be taken in addition to any other specific action set forth in any provision of this Contract or allowed by law.

14.2 Policies.

14.2.1 General Policies. The Contractor is required to maintain written policies and procedures approved by its governing body and to make copies of all policies available to the County Department upon request. ~~At a minimum, written policies will exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel; Client and Personnel Grievance (as further set forth in Section 14.2.2); Nepotism; Non-Discrimination of Clients; Drug Free Workplace; the Americans With Disabilities Act; and any other policies or procedures as might be required by law or reasonably required by County.~~

14.2.2 Grievance Policies.

a. Procedure. Contractor will, and will require all Subcontractors to, have in place an appropriate written grievance review procedure to receive and resolve complaints and will provide the County Department with a copy of such procedure immediately upon request by County. County has no responsibility for resolution of any grievances or complaints against Contractor regarding any services provided in relation to this Contract, and Contractor agrees to advise Subcontractors of such in any agreement with Contractor for provision of services related to this Contract. Included in the procedure will be the obligation of Contractor to make timely written communication to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County. County may elect to participate in a grievance procedure if the grievance relates to services provided under this Contract.

b. Monitoring. Contractor agrees that specific grievances and complaints will be monitored and a mechanism utilized to track and promptly resolve any participant issues, problems, or complaints. Records of the resolution of grievances will be maintained by Contractor and made available for monitoring by County.

14.3 **Contractor Communication.** Contractor and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract will initially be presented by Contractor to the County Department through the County Executive. Any reference in this Contract to communication with County, distribution to County or other interaction with County will be assumed to be made through TCHHS/VS unless specifically stated otherwise.

14.4 **Miscellaneous Provisions.**

14.4.1 **Other Agreements.** It is understood and agreed by both Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by the Parties.

14.4.2 **Non-retaliation.** Contractor may not discriminate or retaliate in any way against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation or any suspected illegal activity by Contractor to County or to any appropriate law enforcement authority, if the report is made in good faith.

14.4.3 **Contractor Responsibility.** Contractor will bear full responsibility for the integrity of fiscal and programmatic management. Such responsibility will include: accountability for all funds and materials received from County; compliance with County rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and County's monitoring processes. Ignorance of any Contract provision(s) will not constitute a defense or basis for waiving or appealing such provisions of requirements.

14.5 **Directors' Meetings.** Contractor will keep on file copies of notices of Directors' Meetings, Board Meetings, or Subcommittee or Advisory Board meetings and copies of minutes from those meetings. Upon request by County, copies of any of the above will be provided to County Department.

14.6 **Capital Acquisition Property ("Property").** Capital Acquisition Property may NOT be purchased with Contract funds. For purposes of this Contract, "Capital Acquisition Property" (or "Property") is defined as any tangible non-expendable property with a value of more than \$500.00.

14.7 **Long-Term Strategic Planning.** Contractor agrees to participate to the extent possible in any long-term strategic planning process as developed and/or requested by County. This requirement includes making a good faith effort to join in the efforts of others identified by County as working to further the purpose of the County's TCHHSVS programs and reasonable submission of data and other information to third parties utilized by County to monitor and evaluate services provided under this Contract.

14.8 **Insurance.**

14.8.1 **Requirements.** Contractor will have, and will require all Subcontractors providing services under this Contract to have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards and as set forth in Attachment J, "Insurance Requirements." Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment J, "Insurance Requirements," may be imposed by County.

14.8.2 **Submission of Certificate.** Contractor will submit to the County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Contract by the Parties.

Contractor will not begin providing services under this Contract until the required insurance is obtained and until such insurance certificate has been received by the County Purchasing Agent.

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

14.8.4 Review and Adjustment. County reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or Contractor. Contractor will not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract term.

14.9 Indemnification and Claims.

14.9.1 INDEMNIFICATION. Contractor agrees to and will indemnify and hold harmless County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("claims"), for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, whether such injuries, death or damages are caused by Contractor's sole negligence or the joint-negligence of Contractor and any other third party. This indemnification will also apply to any claims arising in connection with any alleged or actual infringement of existing license, patents or copyrights applicable to materials used or produced under this Contract.

14.9.2 Claims Notification. If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor will give Department written notice within three (3) working days of being notified of this claim or threat of claim. Such notice will include: written description of the claim; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice will be given in the manner provided in Section 26.0 of this Contract. Except as otherwise directed, Contractor will furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

14.10 Materials and Publications. When material not originally developed by Contractor is submitted or included in a report, it will have all sources properly identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations Section 401.14 or Federal Acquisition Regulations 52.227.1 and with all applicable copyright requirements.

14.11 Rights, Copyrights, Patents, and Licenses.

14.11.1 Property of County. All reports, charts, schedules, or other appended documentation to any

proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material created and/or submitted by Contractor under the terms of this Contract is the property of County. Contractor may publish the results of the Contract performance at its expense with prior County review and written approval by the County Executive. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767, (the year of publication), All Rights Reserved." If Contractor is the copyright holder, any publication will include acknowledgment of the support received from County. At least six copies of any such publication must be provided to County. County reserves the right to require additional copies before or after the initial review.

14.11.2 Copyright. All work performed pursuant to the terms of this Contract that results in the production of original books, manuals, films, or other original material is the exclusive property of County. All right, title, and interest in and to said property will vest in County upon creation. All work performed will be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in County or such work may not be considered a work made for hire, all rights, title and interest in such works are hereby irrevocably assigned to County. County will have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor agrees to give County and agrees to require its Subcontractors to give County, or any person designated by County, all assistance required to perfect the rights defined in this provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract according to the terms of this Contract.

14.11.3 Adherence and Indemnification. Contractor warrants and agrees that all applicable copyrights, patents, and licenses which may exist on materials used in this Contract have been adhered to; and that County will not be liable for any infringement of those rights; and any rights granted to County will apply for the duration of this Contract and for ten (10) years after termination of this Contract.

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

14.12 Miscellaneous Responsibilities.

14.12.1 Employee Offenses.

(a) Client Contact. Contractor agrees that no Employee ("Employee" being defined under this Section 14.12.1 as including volunteers or other persons working under the direction of Contractor in the provision of services under this Contract in a manner which involves direct Client contact) will provide services in a manner which involves direct Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE.

(b) Procedure. Contractor agrees to have in place a written policy and procedures for

verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 14.12 of any Employee having direct contact with County clients, and will maintain evidence of having processed all Employees through such procedure. Such policy and procedure must also address the evaluation and monitoring of Employees convicted of an offense under the TEXAS CONTROLLED SUBSTANCES ACT, but does not have to prohibit direct Client contact where Contractor determines, and documents the grounds for such determination, that such contact would pose no risk to the Eligible Client. Contractor will also have in place a procedure for addressing the work of any Employee alleged to have committed an offense listed under this section in a manner which will afford reasonable protection to Eligible Clients until such allegation is resolved.

(c) Waiver. In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 14.12.1, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the County Executive, for a determination as to such request for waiver.

(d) Subcontractors. This Section 14.12.1 will also apply to any employees of Subcontractors who have direct Client contact, and Contractor will ensure that all Subcontractors have procedures in place to ensure compliance with this Section 14.12.

14.12.2 Offense Report. Contractor will promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

14.12.3 Qualifications. If specific qualifications (including licenses, certifications and permits) are set forth in job descriptions required by County, or attached to any position related to providing of services under this Contract, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the County.

15.0 WARRANTS, AND ASSURANCES

15.1 Eligible Client Warranty. Contractor agrees that County is only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County. To assure that County Contract Funds are spent for the provision of such authorized services in furtherance of such public purpose, Contractor warrants that the percentage of Eligible Clients (as defined by this Contract) receiving services under this Contract and funded by County Contract Funds compared to the total number of clients being served by Contractor under Contractor's total budget is equal to or greater than the percentage of County Contract Funds to total Contractor budget, and that County Contract Funds will be used by Contractor only for those purposes stated and agreed to under the terms of this Contract.

15.2 Accurate Information. Contractor warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such will not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor will approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

15.3 No Duplication. Contractor agrees that Contractor will report and receive payment for each service/Client solely from County Contract Funds pursuant to the terms of this Contract; and that there will be no

duplicate payments from other sources for the same services paid for by County Contract Funds. Contractor will also ensure that this provision and prohibition of duplicate payment for services will be included in any Subcontracts.

15.4 **Debarment, Suspension and Other Responsibility Matters.** This Section 15.4 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Contractor, by signing this Contract, hereby warrants and certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Contractor agrees to provide a signed Debarment-Certification Form (Attachment K) to County prior to provision of services under this Contract. Where Contractor is unable to certify to any of the statements in this Section 15.4, Contractor will provide a written explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County. Contractor will advise County in writing at any time that the status of certification under this Section 15.4 changes.

16.0 **COMPLIANCE**

16.1 **Federal, State and Local Laws.** Contractor will provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract and governing Contractor's general conduct of business, including: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"); Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512, and Occupations Code, Chapter 159, at Sections 159.003 and 159.004. Contractor will not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

16.2 **Confidentiality.**

16.2.1 **Method.** Contractor will establish a method to secure the confidentiality of records and other

information relating to Eligible Clients, employees and volunteers in accordance with the applicable Federal, State and local laws, rules and regulations, and applicable professional ethical standards. This provision will not be construed as limiting the lawful right of access to Eligible Client information.

16.2.2 Limited Access. Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, in writing, any relevant requirement precluding County's access to Eligible Client information including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information.

16.2.3 Masking. Upon authorization from County to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluative duties in any way.

16.2.4 Collaboration. If applicable, Contractor will execute and have on file copies of memorandums of understanding or other agreements with other governmental entities within Travis County and/or the City of Austin with whom Contractor will be sharing or obtaining participant information related to enrollment of Clients for services provided under this Contract ensuring that any such sharing or obtaining of information is done according to all applicable laws, rules and regulations and with necessary agreements in place.

16.2.5 Privacy. Contractor will, and will ensure that all Subcontractors, comply with state and federal laws relating to the privacy and confidentiality of patient, client and medical records that contain protected health information, or other information made confidential by law, including maintenance of all such patient, client and medical records in compliance with federal, state and local laws, statutes and regulations relating to the security and retention of medical or patient records and regulations governing medical information.

16.3 Texas Public Information Act. The Parties agree that this Contract, all performance under this Contract, and all information obtained by County in connection with this Contract is subject to applicable provisions of the Texas Public Information Act, TEX. GOVT. CODE, Chapter 552, and all legal authorities relating to such Act, including decisions and letter rulings issued by the Texas State Attorney General's Office; and Contractor agrees to provide County, citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

17.0 RETENTION AND ACCESSIBILITY OF PROGRAM, CLIENT & FISCAL RECORDS

17.1 Retention of Records

17.1.1 Time Requirement. Contractor will create and maintain all records and reports required and/or produced relevant to performance under this Contract, including those specifically set out in this Section 17.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County, or three (3) years after the end of the final Contract period, whichever occurs later. Failure at any time to deliver reports, records or notifications, as required by this Contract may, upon written notification by County, result in delay of payment and/or suspension or termination (in whole or in part) of this Contract by County.

17.1.2 Document Destruction. Contractor agrees that it will not destroy or alter any document in order to prevent its use in any official proceeding (for example, federal, state or local investigation and bankruptcy).

17.2 **Client Records.** Contractor will create and maintain all records regarding Eligible Clients that include the information on which Contractor relies to determine the Client's eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Contractor will maintain all medical records in accordance with all applicable statutes (including HIPAA) and regulations governing medical information. Requirements for Client Records will be as follows:

17.2.1 **Unduplicated Client Records.** Unduplicated Client Records will be created and maintained for services provided separately to individual clients. Contractor will maintain records for those Eligible Clients participating in programs designated by County Department from which an Unduplicated Client count can be determined. If Contractor is not clear on what constitutes an "Unduplicated Client," Contractor is responsible for consulting with County for a determination. Contractor will maintain a separate record for each unduplicated client which will contain information such as the following (unless otherwise prescribed by County):

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

Each Unduplicated Client reported in the Performance Report for designated programs will correspond to a separate client record and support the services rendered to that Unduplicated Client. Other client data collection may be added by County as determined to be reasonably necessary by County. Contractor will, at a minimum, create and maintain documentation necessary to support client eligibility determination where applicable and as set forth in Attachment B, Program Work Statement.

AND/OR:

17.2.2 **One-Time Services.** In addition to, or instead of (as applicable) those records required under Section 17.2.1 for services provided separately to individual clients as required under this Contract (including Attachment B, Program Work Statement), Contractor will create and retain records indicating the number of recipients of one time services such as information and referral services, group education services, outreach education, crisis/help lines, anonymous services, provision of food, clothing and one-time basic needs services. Such records will show the number of clients served and the type of Contract services provided. An individual Unduplicated Client record for these recipients is not required. Other Eligible Client records will be created and maintained by Contractor at County's request.

Contractor may provide services to Unduplicated Clients and/or One-Time Clients, depending on the requirements of this Contract, and must create and maintain required documentation/records for all services provided.

17.3 **Fiscal Records.** Contractor will create and maintain all fiscal records and documentation required under this Contract and as necessary, as determined by County, to support performance of this Contract.

17.4 **Access.** Contractor will give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, program materials (such as curriculum and distributed materials) and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access will continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor.

17.5 **Adjustment.** Contractor may, at any time, request in writing to the County Executive that County clarify or provide a waiver of all or a portion of the record requirements in this Section 17.0. Only waivers under this Section 17.0 granted by County Executive in writing will be effective to change any requirement in this Section 17.0.

18.0 **REPORTING REQUIREMENTS**

18.1 **Performance Reports.**

18.1.1 **General Performance Reports.** Contractor will submit data in accordance with the terms of Attachment H, "Performance Measure Definition Tool," in Quarterly Performance Reports to be delivered to TCHHS/VS as required by County within fifteen (15) days after the end of the quarter to which the report relates.

18.1.2 **Modification to Performance Reports.** County may recommend additional performance measures to be included by giving Contractor written notice of such proposed changes. Unless Contractor provides County with written opposition to the proposal within fifteen (15) days of receipt of notice, such changes will be considered added to the Contract and will constitute promised performance by Contractor without the necessity of a written Amendment. Such changes will be effective as to reports filed by Contractor for services provided during the first full reporting period following the addition of the changes. If Contractor opposes the changes, County and Contractor will negotiate in good faith to develop amended performance measures to be added pursuant to Section 4.0 of this Contract.

18.2 **Reimbursement Reports.** Pursuant to Sections 6.0 - 8.0, Contractor will deliver to TCHHS/VS reports that provide all of the information requested in the Payment Request and expenditure report, as required by County within fifteen (15) days after the end of the month to which the report relates. If Contractor fails to provide this information to County in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County under Sections 6.0 - 8.0.

18.3 **Final Close-Out Report.** Contractor will deliver a close-out report as required by TCHHS/VS no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal). County will provide Contractor with a packet containing information required for the Final Close-Out Report immediately following the end of a contract term. Contractor agrees to return the completed packet within forty-five (45) days of receipt.

18.4 **Financial Reports.** Upon request by County, Contractor will deliver to TCHHS/VS copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance sheet and income statement.

18.5 **Additional Reports.** Contractor will deliver to County Department within twenty (20) working days, any and all special reports, data, and information which the County requests that Contractor make as a routine or special request.

18.6 **Changes in Reports.** Contractor will promptly provide TCHHS/VS with written reports of any changes in any of the information, reports, and/or records provided to County pursuant to this Contract.

18.7 **Corrections.** County may require Contractor to correct or revise any errors, omissions or other deficiencies in any reports or services provided by the Contractor to ensure that such reports and services fulfill the purposes of this Contract. Contractor will make the required corrections or revisions without additional costs to County.

18.8 **Legal Prohibition.** If Contractor is legally prohibited from providing any required or requested reports, it will immediately notify County in writing of this fact. Such notice will include specific identification of the basis of the prohibition, including statutory citations as applicable, and will be reviewed by County for final resolution.

18.9 **Other Funding Sources.**

18.9.1 **Other Source Reports.** Upon request by County, Contractor will provide County copies of all evaluation and monitoring reports provided to Contractor from other funding sources listed under "Summary of Agency Revenue Sources" during the Contract Term.

18.9.2 **Loss of Funding.** In the event that Contractor incurs a termination or significant loss of funding (10% or more of Contractor's entire budget as well as any changes in total program funding that will significantly impact Contractor's ability to meet performance measures specific to this Contract) from sources other than County upon which Contractor depends for performance under this Contract, Contractor will :

(a) Notify Department immediately in writing of such loss of funding, the amount involved and the services impacted;

(b) Provide Department with thirty (30) days written notice if the decrease in funding requires the termination of the Contract, in whole or in part, such notice to include a description of the service impact expected to result from such decrease.

(c) If Contractor and County mutually agree in writing to changes to this Contract necessary to absorb said decrease/termination of funding, this Contract may be amended pursuant to Section 4.0. County will only agree to said amendment if the re-negotiation process results in the continued provision of services at an effective level as reasonably determined by County.

(d) Any decrease in services agreed to by County and Contractor will also be reflected in a comparable decrease in the funding obligations of County set forth in Section 6.0 of this Contract, as evidenced in writing in an amendment made pursuant to Section 4.0 of this Contract. Said amendment will include the effective date of such change and the corresponding change to the monthly payment or reimbursement obligation of County.

VII. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

19.0 LIMITATIONS

19.1 **County Approval.**

19.1.1 **County's Satisfaction.** Sections 6.0 - 8.0 notwithstanding, the Parties expressly agree that County will not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms of this Contract to County's satisfaction and with County's approval, which

will not be unreasonably withheld.

19.1.2 **Responsibility and Liability.** Approval of County, and/or payment under this Contract by County, will not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor will approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

20.0 **COUNTY OBLIGATIONS**

20.1 **Current Revenue Funds.** County will make payments for invoices for performance of governmental functions and services under this Contract from current revenue funds available to County and set aside for this purpose (or grant funds, where specifically identified). The parties agree that the payment made under this Contract is in an amount that fairly compensates Contractor for the services or functions performed under this Contract.

20.2 **County Confidentiality.** County agrees to keep confidential at all times all information that identifies clients and personnel and any other information received from Contractor if required to do so by law.

20.3 **County Training.** In exchange for and in the furtherance of certain services which may be provided by Contractor, County may, in certain instances, within applicable County guidelines and policies, and with Contractor's agreement, offer specific training to Contractor and/or Contractor's employees, agents, or authorized representatives. Additional Contractor opportunities may be made contingent upon the successful completion of such training by County to the extent determined necessary by County.

VIII. **SUSPENSION/TERMINATION**

21.0 **SUSPENSION.** If Contractor fails to comply with any term of this Contract and/or failure to make corrections required by this Contract, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms of this Contract, County may, upon written notification to Contractor, suspend this Contract, in whole or in part, immediately upon receipt of such notice and withhold further payments to Contractor pending resolution of the issues supporting such suspension. Contractor agrees that Contractor will not incur additional obligations of Contract Funds after receipt of such notice of suspension until Contractor is in compliance with the terms of this Contract or the reports of the financial review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's satisfaction as evidenced by written notice by County.

22.0 **TERMINATION**

22.1 **Reasons for Termination.** County will have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.0 of this Contract for the following reasons:

22.1.1 **Failure to Comply.** Contractor has failed to comply with any term or condition of this Contract and/or make those corrections required by this Contract;

22.1.2 **Beneficial Results.** County finds that Contractor is not producing results pursuant to the terms of this Contract that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

22.1.3 **County Funding Out.** During any budget planning and adoption process, the Commissioners Court fails to provide funding for this Contract;

22.1. 4 **Contractor's Ability to Perform.** County finds that Contractor is in a financial condition that endangers Contractor's ability to perform this Contract; or Contractor is delinquent in the payment of taxes or cost of performance of this Contract in the ordinary course of business; or Contractor is in a technical state of bankruptcy as defined by the Federal Bankruptcy Act and is subject to the appointment of a trustee, receiver or liquidator for all, or a substantial part, of Contractor's property or to the institution of bankruptcy, reorganization, rearrangement or liquidation proceedings by or against Contractor;

22.1. 5 **Contractor's Ability to Conform.** Contractor is unable to conform to changes required by federal, state and local laws or regulations; or

22.2 **Notification.** County Purchasing Agent will notify Contractor pursuant to the "Notices" provision of this Contract in writing at least thirty (30) days before the date of termination of the decision to terminate; the reasons for the termination; the effective date of the termination; and, in the case of partial termination, the portion of the Contract to be terminated.

22.3 **Contractor Termination.** Contractor may terminate this Contract in whole or in part at any time, by giving thirty (30) days written notice pursuant to Section 26.0 if there is termination of significant other funding upon which Contractor depends for performance under this Contract or if Contractor is dissolved only if the dissolution is not caused by a breach of this Contract. Contractor's notice will include a complete explanation of the reasons(s) for termination under this Section 22.3 and designation of the effective date of termination. The Purchasing Agent will notify Contractor in writing of acceptance of termination pursuant to this Section 22.3 upon finding that Contractor's claim(s) under this Section 22.3 have been established to County's satisfaction.

22.4 **Mutual Termination.** Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination will be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

22.5 **Correction.** At any time that County provides Contractor with notice of termination, if County affords Contractor the option to cure, as stated in that notice, Contractor may avoid the termination of this Contract if Contractor corrects the causes for the reasons for termination stated in the notice to the satisfaction of County, as determined by County, prior to the effective date of termination, or an extended date if agreed to in writing by the Parties.

22.6 **Results of Termination.**

22.6.1 **Cancellation of Outstanding Orders.** Upon termination or receipt of notice to terminate, whichever occurs first, Contractor will cancel, withdraw, or otherwise terminate any outstanding orders or Subcontracts related to the performance of this Contract, or the part of this Contract to be terminated, and will cease to incur any and all Contract costs under them. County will not be liable to Contractor for costs incurred after termination of this Contract.

22.6.2 **Continued Liability.** Notwithstanding any exercise by County of its right of suspension under Section 21.0 of this Contract or of early termination pursuant to this Section 22.0 or any provision of this Contract, Contractor will not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Contractor, or for any amounts paid to Contractor by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms of this

Contract. County may withhold payments to Contractor until the exact amount of damages or payments due to County from Contractor is agreed upon or is otherwise determined, and is paid in full.

22.6.3 **Transition.** Where applicable, at the end of the Contract Term or at the time of any other Contract termination or cancellation, the Contractor will in good faith and in reasonable cooperation with County, aid in transition to any new arrangement or provider of services which have been provided under this Contract as necessary to protect Client interests.

22.7 **Immediate Termination.** Nothing in this Section 22.0, or any other provision of this Contract, will be construed to limit County's authority to withhold payment and immediately suspend Contractor's performance under this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Contractor's performance, as determined by County. County will notify Contractor in writing (including fax and/or email) of such suspension. Suspension will be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. County will not be liable for any costs incurred by Contractor during suspension of this Contract under this Section 22.7.

IX. MISCELLANEOUS PROVISIONS

23.0 INDEPENDENT CONTRACTOR.

23.1 The Parties expressly agree that Contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Contractor will be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Contractor under this Contract is not and will not be construed or interpreted to be a partnership, joint venture or agency. Neither Party will have the authority to make any statements, representations or commitments of any kind, or to take any action which will be binding on the other Party or which will hold itself out to be binding on the other Party.

24.0 SUBCONTRACTS

24.1 **Prior Approval.** Contractor will not be reimbursed for costs incurred by any Subcontractors for any service or activity relating to the performance of this Contract without the prior written approval of such Subcontract or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Section 24.1 for those Subcontracts/Subcontractors specifically identified in the Contract terms, including the Attachments. Contractor will provide County written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Payment Request related to such vendor or subcontractor in order to ensure timely payment.

24.2 Contractor Responsibility.

24.2.1 **Subcontractor Compliance.** Contractor is wholly responsible to County for the performance under this Contract, whether such performance is provided directly by Contractor or indirectly by any Subcontractor. Contractor will monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that will be available for inspection by County. Contractor will ensure that its Subcontractors comply with all applicable terms of this Contract (including terms related to records and reports) as if the performance rendered by the Subcontractor was being rendered by Contractor. Contractor will inspect all Subcontractors' work and will be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms of this Contract.

24.2.2 **Subcontract Terms.** Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations and policies; with the applicable terms of this Contract; and with any provisions such as may be reasonably requested by County; and will also include provisions ensuring the following:

(a) The disclosure of any other contracts with County at the time the agreement is signed or at any time during the Contract Term. If such agreement exists, Subcontractor will warrant and guarantee that Subcontractor will report and receive payment for each service/participant only from County funds under this Contract; and that there will be no duplicate payments for those services/participants reported under this Contract from any other sources or from County under any other contract or agreement.

(b) Agreement:

(i) to reasonably cooperate with any County inquiry or investigation into Subcontractor and/or participant complaints;

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

(iii) that Contractor has the sole responsibility for payment for services rendered by Subcontractor; and, in the event of non-payment, insolvency or cessation of operations, sole recourse of Subcontractor against Contractor will be through Contractor or the bankruptcy estate of Contractor;

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

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

(vi) to warrant that any service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, pursuant to Section 15.3 of this Contract; and

(vii) to assure Contractor's ability to meet all Contract requirements, including reporting requirements.

24.3 **Contract Limitation.** This Contract sets out the agreements and obligations between County and Contractor only, and does not obligate County in any way to any of Contractor's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Contractor's Subcontractors or any other party. Contractor has the sole responsibility for payment for services rendered by Subcontractors. County will not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract. Contractor agrees to include notice of the requirements in this section in every Subcontractor agreement.

24.4 **HUB.** Contractor agrees to make a "good faith" effort to take all necessary and reasonable steps to ensure HUBs the maximum opportunity to be Subcontractors under this Contract where suitable HUB Subcontractors exist. Contractor must report all expenditures made to HUB Subcontractors to the County Purchasing Agent. Failure by Contractor to make such good faith effort to employ HUBs as Subcontractors constitutes a breach of this Contract and may result in termination. The Parties agree that HUB requirements and determinations will be made by the County Purchasing Agent, and that Contractor will contact the County Purchasing Agent with any questions regarding this provision.

24.5 **Level of Service.** Contractor will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory and professional standards applicable to the service provided and will provide County relevant documentation of such

licenses upon request.

24.6 **Payment to Subcontractor(s)**. Contractor will make its best effort to pay Subcontractor(s) for undisputed claims for services rendered within five (5) business days of receipt of payments from County corresponding to those services under the terms of this Contract. This Section 24.6 refers only to obligations under this Contract between County and Contractor, and does not operate to contradict or change the provisions in Section 24.3.

25.0 **MONITORING**

25.1 **County Monitoring**. County reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') compliance/performance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Contractor's performance under this Contract. Such monitoring visit(s) may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's (and Subcontractors') performance under this Contract; review of all Contract issues identified by County, including administrative, fiscal and programmatic matters; and any; and all areas of performance and reporting. Within sixty (60) days of each monitoring visit, County will provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it will include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor will take action specified in the monitoring report prior to the deadlines specified. Failure to make required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

26.0 **NOTICES**

26.1 **Requirements**. Except as otherwise specifically noted in this Contract, any notice required or permitted to be given under this Contract by one Party to the other will be in writing and will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as follows:

26.2 **County Address**. The address of County for all purposes under this Contract will be:

Sherri Fleming, County Executive (or her successor)
Travis County Department of Health & Human Services, and Veterans Services
502 Highland Mall Blvd.
Austin, Texas 78752
and
P. O. Box 1748
Austin, Texas 78767

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

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

and

Cyd Grimes, Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748
Austin, Texas 78767

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

Seedling Foundation
Physical Street Address:
2800 IH 35, Suite 170
Austin, Texas 78704

Mailing Address:
P. O. Box 29479
Austin, Texas 78755

Payee Address:
221 West 6th Street, Suite 2000
Austin, Texas 78701

26.4 **Information Changes.**

26.4.1 **Types of Changes.** Contractor will notify County of any changes effecting the Contractor or information provided under this Contract, including:

- (a) address; name of Director and/or Chairman of the Board; and name of organization; any information set forth in Attachment A; and
- (b) actual identity (due to sale, assignment or other transaction); ownership; control; and assignment.

26.4.2 **Notice.** Written notice of any change of information under Section 26.4.1 will be given to the County Purchasing Agent and County Executive (pursuant to Section 26.2). Such notice will include all relevant information and documentation evidencing the change (including the effective date of such change), and must be provided immediately (but no later than 20 days prior to the effective date of the change).

26.4.3 **Effect.** Failure to provide such notice may result in delay in payment.

26.4.4 **Approval.** All such changes must be approved by the Purchasing Agent and/or Commissioners Court. Changes in information under Section 26.4.1(a) may be approved by the Purchasing Agent by administrative modification; changes in information under Section 26.4.1(b) must be approved by County pursuant to Section 28.0.

26.5 The Parties agree that certain performance reporting materials may be transmitted to County via email, unless County specifically requests otherwise.

27.0 **PROHIBITIONS**

27.1 **County Forfeiture of Contract.** If Contractor has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment K during the 365 day period immediately prior to the date of execution of this Contract by Contractor or does business with any Key Contracting Person at any time after the date of execution of this

Contract by Contractor (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Contractor will forfeit all County benefits of this Contract and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor will notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

27.2 Conflict of Interest.

27.2.1 General Conflict. Contractor will ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor, or member of Contractor's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, Subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

27.2.2 Questionnaire. If required by Chapter 176, Texas Local Government Code, the Contractor will complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor will update this Questionnaire by September of each year for the duration of this Contract as required by Chapter 176 of the Local Government Code. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor will submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

27.3 Solicitation. Contractor warrants that no persons or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. For breach or violation of this warranty, County will have the right to terminate this Contract without liability, or, in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

27.4 Gratuities. County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative of Contractor to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County will be entitled, in addition to any other rights and remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers and agents will neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors. Contractor will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

27.5 Nepotism. Contractor agrees that it will comply with the same guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of Contractor will vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

28.0 ASSIGNABILITY

28.1 **Written Approval.** County will not recognize assignment [including all changes set forth in Section 26.4.1(b)] by Contractor of any of the rights or duties created by this Contract without the prior written approval of such assignment by County through a written document signed by both Parties. This provision includes assignment, sale, merger or any other action resulting in any change in the status of Contractor. Submission of a request for approval under this Section 28.1, "Assignment," will be made in writing to the Purchasing Agent and the Purchasing Agent and Department will submit to Commissioners Court for approval according to County procedures. Failure to secure the approval required in this Section 28.1 may result in delay of payment or other sanctions.

28.2 **Binding Agreement.** Subject to Section 28.1, this Contract will be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

29.0 LEGAL AUTHORITY

29.1 **Contractor Authority.** Contractor guarantees that Contractor possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

29.2 **Signors.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Contract.

29.3 **Suspension.** County will have the right to suspend or terminate this Contract without further liability to County if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract or to render performances under it. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 29.1 or Section 29.2.

30.0 INTERPRETATIONAL GUIDELINES

30.1 **Computation of Time.** When any period of time is stated in this Contract, the time will be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days will be omitted from the computation.

30.2 **Numbers and Gender.** Words of any gender in this Contract will be construed to include any other gender and words in either number will be construed to include the other unless the context in the Contract clearly requires otherwise.

30.3 **Headings.** The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Contract.

31.0 OTHER PROVISIONS

31.1 **Exemption From County Purchasing Act.** Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other

requirement(s) for exemption pursuant to applicable law.

31.2 **Survival of Conditions.** Applicable provisions of this Contract, as determined by County, will survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration date.

31.3 **Non-Waiver of Default.** Failure on the part of any Party to enforce any provision of this Contract or any payment, act or omission by any Party will not constitute or be construed as a waiver of any provision of this Contract.

31.4 **Reservation of Rights.** If Contractor breaches this Contract, County will be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County under this Contract are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon Contractor's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract will not preclude the exercise of any other right or remedy under this Contract or under any law, nor will any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

31.5 **Law and Venue.** This Contract is governed by the laws of the State of Texas and all obligations under this Contract will be performable in the City of Austin, Texas, or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County and the City of Austin.

31.6 **Severability.**

31.6.1 If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it will remain valid and binding.

31.6.2 Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment and will become effective on the date designated by such law or regulations. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, in whole or in part, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated in this Contract, the Parties will be discharged from any further obligations created under the terms of this Contract (as to the part rendered unreasonable or impossible to fulfill, or the entire Contract, if applicable), except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

31.7 **Political Activity.** Contractor will not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition will not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of County, the State of

Texas or the government of the United States.

31.8 **Sectarian Activity.**

31.8.1 **Religious Influence.** Within the limits and understandings set forth in Section 31.8.2, Contractor will ensure, and require all Subcontractors to ensure, that provision of services under this Contract will be carried on in a manner free from religious influence. Contractor will not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth in this Section 31.8 or as provided by County, to effectuate this assurance. Contractor will submit such agreements to County prior to the release of Contract Funds to such Subcontractor.

31.8.2 **Charitable and Faith-Based Contractors.** Contractor and County agree to be bound by the requirements of the Civil Rights Act, Section 702 [U.S.C., Section 2000E-1(a)], applicable regulations, including 34 C.F.R., Section 74.44, 75.52, 75.532, 76.52, 76.532, 80.36, and all related laws, rules and regulations ("702 Laws") as to Subcontractor(s) and Contractor respectively; and Contractor will include the following requirements in any Subcontract under this Contract.

(a) A religious organization that enters into a contract with County (or Subcontractor who enters into a Subcontract with Contractor) does not by so contracting lose exemption provided under 702 Laws regarding employment practices or provision of services.

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

(c) No provider of social services for the County (either by Contractor or Subcontractors) may discriminate against **any Client** on the basis of religion, a religious belief, or **any Client's** refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

31.8.3 **Client Advisement.** Contractor will reasonably apprise all Eligible Clients of the requirements in this Section 31.8, and will ensure the provision of services pursuant to these provisions:

31.8.4 **Additional Rights.** Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

31.9 **Contractor Information Materials.** In any publicity or other information materials prepared or distributed by or for Contractor (such as websites, brochures and signage), the funding through County will be mentioned as having made the project or services possible. Prior to publication, presentation or any disbursement of such publicity, Contractor must provide a copy of the final form of the publicity and secure the approval of the County Executive. When appropriate as determined by County Executive, Contractor will publicize the services and activities of Contractor under this Contract as supported by County.

31.10 **Disputes.**

31.10.1 **Contract Issues.** At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through County Department/County Executive . Contractor will provide written notice of the issue to County Department/County Executive , with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, will be handled only as a written amendment pursuant to Section 4.0 of this Contract. Any issue not resolved satisfactorily to both Parties under this Section 31.10.1 may be addressed pursuant to the following provisions of Section 31.10 of this Contract.

31.10.2 **Dispute Resolution - Administration by Purchasing Agent.** When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract presented to the County under Section 31.10.1, the Contractor or County will then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice will contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor or County desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the County Executive within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the County Executive . This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

31.10.3 **Mediation.** If the Contractor is not satisfied with the resolution of the dispute pursuant to previous provisions of Section 31.10, Contractor will notify the County Executive, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

31.11 **Coordination.** Contractor will coordinate and share information with other Travis County Health and Human Services & Veterans Service programs in any way that is legally appropriate as determined by County to maximize the benefit to Eligible Clients in City of Austin/Travis County and to avoid duplication of services.

31.12 **County Public Purpose.** By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract constitute a significant public concern impacting members of the indigent population or other eligible clients which the County serves. The Commissioners Court further finds that the provision of services to be provided by Contractor pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract for qualified individuals.

31.13 **Force Majeure.** Neither Party will be financially liable to the other Party for delays or failures to perform under this Contract where such delay or failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause will notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification will be done in as timely a manner as possible. Contractor agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Contract.

31.14 **Immunity or Defense.** It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of County relating to this Contract, will be considered to waive, nor will it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor will it be considered a waiver of sovereign immunity to suit.

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

CONTRACTOR: SEEDLING FOUNDATION

By: 
Its Duly Authorized Agent
Printed Name: SARI WAXLER
Title: EXECUTIVE DIRECTOR

Date: 2.11.14

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

Date: _____

County Approvals:

As to Legal Form:

Assistant County Attorney Date: 2/13/14
Funds Certified By:

Nicki Riley, County Auditor Date: _____
Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

ATTACHMENTS

Attachment A	2014 Program Cover Page - Form # 2
Attachment B	2014 Program Work Statement - Form # 3
Attachment C	2014 Program Budget - Form # 4
Attachment D	2014 Program Budget Narrative - Form # 5
Attachment E	2014 Total Program Staff Positions and Time - Form # 6
Attachment F	2014 Total Program Funding Summary - Form # 7
Attachment G	2014 Subcontracted Expense Form - Form # 8
Attachment H	2014 Performance Measure Definition Tool - Form # 9
Attachment I	Insurance Requirements
Attachment J	Ethics Affidavit
Attachment K	2014 Debarment Form (See Section 15.4)

Form # 2: PROGRAM COVER PAGE
for 2014 Social Service Contracts funded by Travis County

Date prepared: 02/4/2014

1. Agency Name as provided in Articles of Incorporation: Seedling Foundation		2. Tax ID Number: 74-2841791							
3. Program Name: Seedling's Promise Mentor Program for Children of Incarcerated Parents									
4. a) Physical Street Address (Street, City, State, Zip): 2800 S. IH 35, Suite 170, Austin, Texas 78704 4. b) Mailing Address (if different from above): P.O.Box 29479 Austin, Texas 78755 4. c) Payee Address (if different from above):Permanent Address 221 West 6 th St., Suite 2000 Austin, Texas 78701		5. Board President/Chair: Name: Daniel J. Rourke, III Address: 300 Bowie, #2602, Austin, Texas 78703 Email: drourke@seedlingfoundation.org Phone: (512) 589-9973							
6. Agency Executive Director (name): Sari Waxler Phone: (512) 323-6371 Email: swaxler@seedlingfoundation.org		7. Name of person authorized to sign contracts for Agency: Sari Waxler, Executive Director Phone: (512) 323-6371 Email: swaxler@seedlingfoundation.org							
8. Program Director (name): Falba Turner Phone: (512) 323-6371 Email: fturner@seedlingfoundation.org		9. Agency Financial Officer (name): Sue Frye Phone: (512) 473-4607 Email: sfrye@seedlingfoundation.org							
10. Contact person for PROGRAM issues (name): Falba Turner Phone: (512) 323-6371 Email: fturner@seedlingfoundation.org		11. Contact person for FINANCIAL issues (name): Sari Waxler, Executive Director Phone: (512) 323-6371 Email: swaxler@seedlingfoundation.org							
12. Primary contact for Quarterly Program Performance Report issues (name): Falba Turner Phone: (512) 323-6371 Email: fturner@seedlingfoundation.org		13. Person responsible for submitting Quarterly Program Performance Reports (name): Sari Waxler Phone: (512) 323-6371 Email: swaxler@seedlingfoundation.org							
14. Program funding amounts by source: <table border="0"> <tr> <td>Travis County Social Service Contract</td> <td align="right">\$50,000.00</td> </tr> <tr> <td>ALL OTHER Sources</td> <td align="right">+ \$22,579.00</td> </tr> <tr> <td>TOTAL Program Funding</td> <td align="right">= \$72,579.00</td> </tr> </table>		Travis County Social Service Contract	\$50,000.00	ALL OTHER Sources	+ \$22,579.00	TOTAL Program Funding	= \$72,579.00	15. Primary contact person for this contract packet (name): Sari Waxler Position Title: Executive Director Phone: (512) 323-6371 Email: swaxler@seedlingfoundation.org	
Travis County Social Service Contract	\$50,000.00								
ALL OTHER Sources	+ \$22,579.00								
TOTAL Program Funding	= \$72,579.00								

Form # 3: PROGRAM WORK STATEMENT
for 2014 Social Service Contracts funded by Travis County

Date prepared: 2/4/2014

Instructions: Please answer the following questions as they pertain to only those programs and services in which Travis County invests. Note: the information contained in this document will be used in reports to the Travis County Commissioners Court and the community.

Agency: Seedling Foundation Program: *Seedling's Promise* Mentor Program – Del Valle Expansion

1. Program goals and objectives:

Briefly describe the goals and objectives of the services purchased by Travis County in this contract.

Primary Goal: Among children challenged by parental incarceration, provide a consistent, positive adult relationship and improve children's attitudes and interactions.

Secondary Goals:

- Increase attendance rate and effect a more favorable discipline profile for the mentored students
- Build staff knowledge and skills in target schools to increase issue sensitivity for challenges of children of incarcerated persons
- Build staff knowledge and skills in target schools to improve success of their volunteer and mentor programs

Objectives:

- ✓ Match 10 qualified mentors to 10 children at each of three elementary schools in Del Valle ISD: Baty Elementary, Creedmoor Elementary, and Del Valle Elementary (30 total)
- ✓ Match 10 qualified mentors to 10 children at each of two middle schools in Del Valle ISD: Dailey Middle School and Del Valle Middle School (20 total)
- ✓ Spring, 2014: Achieve 8 weekly mentoring sessions for each child before June 4, 2014
- ✓ Fall, 2014: Achieve 12 weekly mentoring sessions for each child between September 1, 2014 and December 15, 2014
- ✓ Train the seven (7) counselors in the five target schools in best practices for supporting children families of incarcerated persons, as well as for supporting school volunteers and mentors

2. Program clients served:

Describe the eligibility requirements to participate in the program or in each component of the program (for example: Travis County residency, income level, age).

Mentors are matched with students in the five target schools in kindergarten through eighth grade who have a parent/ parent figure who is incarcerated; or whose parent/parent figure was arrested and subsequently deported. Students fitting these criteria who already have a school-based mentor are not eligible to be matched with a new mentor. The counselor and the Seedling Mentor Director assigned to DIVISD collaboratively match children with mentors based on common interests. Mentor interests are assessed from the mentors' responses in the on-line mentoring application. Student interests are assessed through a school-administered interest inventory or assessed from student or teacher interview by the counselor.

3. Program services and delivery:

Describe the Travis County funded services and how they are provided by the agency. Provide enough detail so that the contract reviewer is able to have a comprehensive understanding of your services and how they are delivered to clients.

Mentors complete an on-line application, participate in a 2.5-hour orientation, submit to a multi-point criminal background check which is reviewed by the Project Director, and provide two references which are checked by Seedling staff. Mentors who complete this process and are approved by February 6 will be matched with a mentee by February 15 and will be expected to complete a minimum of 10 visits before the end of the school year. Subsequent mentors will be matched as soon as possible through the month of February.

The school counselor orients the mentor to the campus in topics such as check-in procedures, how to connect with the child each time, mentoring locations acceptable to the administration (e.g. library, conference room, courtyard), procedures at the end of the visit, etc. Visits occur at the student's lunchtime – typically 30-45 minutes -- in a one-to-one setting. Mentors and mentees collaboratively decide how they will spend the time, including talking/listening, playing games, art/craft activities, discussing problems/processing feelings, reading together, playing outdoors, etc. To allow the student safe space to discuss feelings, the sessions are held away from other students and adults; visits do not occur in closed rooms without a view from the outside.

4. **OUTPUT** Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 12-month goal amounts):

Please enter the output performance measures to be reported for your program. You must report the number of unduplicated clients served by funding source and at least one other output. Actual total program performance data for these outputs will be reported in the quarterly program performance reports.

<u>OUTPUT # 1</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of unduplicated students matched with a mentor	34	16	50

<u>OUTPUT # 2</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of mentors participating	34	16	50

<u>OUTPUT # 3</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of counselors trained	5	2	7

(If approved for additional Output measures, copy and paste the blocks above and re-number accordingly)

5. **OUTCOME** Performance Measures (replace the blue text in the left column below with the actual wording of your measures' numerators, denominators, and outcome rates):

Please enter the outcome performance measures to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column's shaded blocks, include the corresponding 12-month goal amounts and percentages (as applicable) for each line. If an Outcome will NOT be reported every quarter, in the right column indicate for which quarterly report(s) you WILL be reporting that measure (for example, you might report for Q2 and Q4 only).

Total Program Performance – OUTCOME # 1	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of students matched with a mentor for eight months or more	25	Q4
Total number of students served	50	
Percentage of students matched for eight months or more	50%	

Total Program Performance – OUTCOME # 2	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Average number of school days attended by Seedling mentees	84	Q4
Total number of school days in DVISD calendar	90	
Percentage of school days attended by Seedling mentees	93%	

Total Program Performance – OUTCOME # 3	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of elementary mentees' discipline referrals	120	Q4
Total number of elementary mentees served	30	
Average number of discipline referrals per elementary mentee	4	

Total Program Performance – OUTCOME # 4	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of middle school mentees' discipline referrals	140	Q4
Total number of middle school mentees served	20	
Average number of discipline referrals per middle school mentee	7	

Total Program Performance – OUTCOME # 5	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Mentors rating overall experience as Excellent or Good	33	Q2, Q4
Total number of mentors completing survey	35	
Percentage of mentors who rated their overall experience as Excellent or Good	94%	

6. Community planning activities:

Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.

Seedling will participate on a new and to be formed Austin Travis County Mentoring Advisory Council (initiated by the Joint Subcommittees) which will be tasked with utilizing the best research available to

build within Austin/Travis County a model mentor program model and related systems to increase numbers of children served by evidence-based mentor programs.

7. Program Evaluation Plan

• **Performance evaluation:**

Describe how the agency will evaluate the program's performance in achieving program goals. Note: if any survey(s) or questionnaire(s) are used in the evaluation of the program or its performance, please provide a brief description of survey procedures (for example: how the survey is distributed and to whom).

A variety of quantitative and qualitative data are collected and analyzed for the evaluation of *Seedling's Promise*. Seedling will contract with an external evaluator who will receive portions of the FERPA-protected data directly from Del Valle ISD and will perform the analyses on the measures below.

The evaluation model reflects our commitment and our success in building long-term relationships. We understand that this proposal is related to a one-year grant. Although we will make every concerted effort to sustain this initiative, measuring the performance of a one-year program may not yield the data quality we are accustomed to providing.

√ **Satisfaction measures:** Electronic surveys will be distributed in June and in December to mentors, school counselors, and elementary teachers. Students who are at least nine years old and have been matched with the same mentor for at least nine months will be administered paper surveys. (Due to the narrow definition of the survey subjects, this number is expected to be quite small and will not be reported to maintain confidentiality.) Contextual analyses are used to summarize themes that emerged from open-ended survey questions.

√ **Outcome measures:** Outcomes related to attendance and discipline involvement will be examined. Contingent on the Student Information System capabilities of DVISD, the evaluation will follow our usual practice as follows: Both Seedling mentees and comparison students are included in the analyses. Comparison students are students who are enrolled in the same schools with Seedling mentees with a variety of shared demographic variables, but who are not being mentored. Descriptive statistics are used to summarize outcomes for each group. Tests of significance are conducted to determine if statistical differences existed between the two groups' academic outcomes. **Note on academic achievement:** Baseline data will be gathered and retained internally for the spring, 2014 STAAR assessment so that, if the grant is re-funded, outcomes can be reported in summer, 2015.

• **Quality improvement:**

Describe the process for identifying problems or other issues in service delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective.

√ A Seedling staff member called a Mentor Director will be assigned to support all Del Valle mentors. The role includes contacting each mentor by phone or email systematically to discuss the developing relationship. The MD visits each campus weekly to monitor mentor attendance and confer with campus staff.

√ The MD will also participate in a monthly meeting with all the campus counselors convened by a DVISD official, for the express purpose of debriefing successes and challenges.

√ Seedling Mentor Directors are supervised by a Project Director. The PD convenes them, including the Seedling Mentor Director assigned to the Del Valle ISD project, in a weekly meeting to discuss strategies for helping mentors to build effective relationships.

Form # 4: PROGRAM BUDGET
for 2014 Social Service Contracts funded by Travis County

Agency: Seedling Foundation

Program: Seedling's Promise Mentor Program
- Del Valle ISD Expansion

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

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

<i>IMPORTANT: All \$ amounts must be whole dollars only (no cents)</i>			
PERSONNEL	Requested COUNTY Amount	Amount Funded by ALL OTHER Sources	* TOTAL Budget (ALL funding sources)
Administrative Salaries - Regular Time	2,500	4,000	6,500
Direct Service Salaries - Regular Time	9,600	15,000	24,600
Administrative Salaries - Overtime	0	0	0
Direct Service Salaries - Overtime	0	0	0
Benefits	0	2,379	2,379
A. SUBTOTALS: PERSONNEL	12,100	21,379	33,479
OPERATING EXPENSES			
General Operating Expenses	3,000	0	3,000
Insurance/Bonding	110	0	110
Audit Expenses <i>(provide details for this line item in the Subcontracted Expenses form)</i>	0	1,200	1,200
Consultants/Contractual <i>(provide details for this line item in the Subcontracted Expenses form)</i>	28,800	0	28,800
Staff Travel - <u>within Travis County</u>	1,200	0	1,200
Conferences/Seminars/Training - <u>within Travis County</u>	2,000	0	2,000
** Staff Travel - <u>out of County</u>	0	0	0
** Conferences/Seminars - <u>out of County</u>	0	0	0
B. SUBTOTALS: OPERATING EXPENSES	35,110	1,200	36,310
DIRECT ASSISTANCE			
Food/Beverage for Clients: Mentor Appreciation Program	1,790	0	1,790
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	0	0	0
Other (specify): Mentoring books, games, materials	1,000	0	1,000
			0
C. SUBTOTALS: DIRECT ASSISTANCE	2,790	0	2,790
GRAND TOTAL (A + B + C)	50,000	22,579	72,579
PERCENT SHARE of Total for Funding Sources:	68.9%	31.1%	100.0%

Form # 5: PROGRAM BUDGET NARRATIVE
for 2014 Social Service Contracts funded by Travis County

Date prepared: 02/4/2014

Agency: Seedling Foundation

Program: Seedling's Promise – Del Valle Expansion

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

PERSONNEL	NARRATIVE
Salaries – Regular time	<i>Do not provide staff detail here – use Total Program Staff Positions and Time Form #6 instead</i>
Salaries – Overtime	N/A
Benefits	<i>Employer Contributions to Social Security and Medicare</i>
OPERATING EXPENSES	
General Operating Expenses	<i>Training materials , fees for criminal background checks, and materials for caregiver events</i>
Insurance/Bonding	<i>Percentage of Directors' and Officers' general liability and employment practices liability insurance</i>
Audit Expenses	Percentage of Annual Audit Fees
Consultants/Contractual	<i>Do not provide detail here – use Subcontracted Expenses Form #8</i>
Staff Travel	<i>Mileage related to staff travel between schools in DVISD</i>
Conferences/Seminars/Training	<i>Staff development for Mentor Program Team</i>
** Staff Travel – <u>out of County</u>	N/A
** Conferences/Seminars/Training – <u>out of County</u>	N/A
DIRECT ASSISTANCE	
<i>Food/Beverage for Clients</i>	Light meals for Caregiver Events; Mentor Appreciation Luncheon and Recognition Program
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	N/A
Other: Mentoring Support	Books, games and materials for use by mentors and mentees

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

Date prepared: 2/4/2014

Form # 7: PROGRAM FUNDING SUMMARY
for 2014 Social Service Contracts funded by Travis County

Agency Name: <u>Seedling Foundation</u>		Program Name: <u>Seedling's Promise Mentor Program</u>	
Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
Travis County	Social Service Contract (Travis County prgm. budget)	3/1/2014 - 12/31/2014	\$50,000
Travis County			
Travis County			
City of Austin	Social Service Contract (City of Austin prgm. budget)		
City of Austin			
City of Austin			
Federal			
Federal			
State			
State			
United Way			
Contributions			
Program Income/ Fees			
Other (Specify)	Seedling Foundation	3/1/2014-12/31/2014	\$22,579
Other (Specify)			
Other (Specify)			
Other (Specify)			
TOTAL PROGRAM FUNDING:			\$72,579

Form # 8: SUBCONTRACTED EXPENSES FORM
for 2014 Social Service Contracts funded by Travis County

Date prepared: 2/5/2014

Agency: Seedling Foundation

Program: Seedling's Promise Mentor Program

Instructions: Please provide TOTAL PROGRAM information for all of this program's subcontractors whose professional services will be charged to this program. Include all subcontracts regardless of funding source.

SUBCONTRACT #1		
Name of Subcontractor	Dr. Courtney Robinson	
Term of Subcontract	2/1/2014 – 12/31/2014	
Services to be Subcontracted	Mentor Director for five participating schools within Del Valle ISD	
Number of Clients to be Served (if applicable)	50-60	
Dollar Amounts by Funding Source:		
<u>TRAVIS COUNTY amount</u> \$ 28,800.00	<u>ALL OTHER Sources amount</u> \$ 0	<u>TOTAL</u> \$ 28,800.00

SUBCONTRACT #2		
Name of Subcontractor		
Term of Subcontract		
Services to be Subcontracted		
Number of Clients to be Served (if applicable)		
Dollar Amounts by Funding Source:		
<u>TRAVIS COUNTY amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

SUBCONTRACT #3		
Name of Subcontractor		
Term of Subcontract		
Services to be Subcontracted		
Number of Clients to be Served (if applicable)		
Dollar Amounts by Funding Source:		
<u>TRAVIS COUNTY amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly.)

Date prepared: 2/4/2014

Form # 9: Performance Measure Definition Tool
for 2014 Social Service Contracts funded by Travis County

Agency: Seedling Foundation

Program: Seedling's Promise Mentor Program - Del Valle Expansion

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

Type	Performance Measure	Calculation Method	What is the Data Source for this Measure?	Notes	Who Produces this Measure
Output #1	Number of unduplicated students matched with a mentor	Manual count of the students listed in the Match List History report for Del Valle ISD in the reporting time period, added to manual count of the students who were matched at a target school during the reporting period but transferred their match (or were rematched to a new mentor) in a school outside Del Valle ISD	internal database for the Match List History report; EXCEL spreadsheet for the students who moved	The Match List History report and the EXCEL spreadsheet are sorted by student name to ensure no duplicative count. Students are counted only by their first match that exists during the life of the grant. Students who move from the target schools but remain matched in other DV/ISD schools will be included.	Project Director
Output #2	Number of mentors participating	Manual count of the mentors listed in the Match List History report for Del Valle ISD in the reporting time period, added to the manual count of the mentors who left Del Valle ISD for any circumstances	internal database for the Match List History report; EXCEL spreadsheet for the mentors who moved	The Match List History report and the EXCEL spreadsheet are sorted by mentor name to ensure no duplicative count. Mentors are counted only by their first match that exists during the life of the grant. Students who move from the target schools but remain matched in other DV/ISD schools will be included.	Project Director

Output #3	Number of counselors trained	Manual count of the names on a list	event sign-in sheets	2 one-hour group events or one-on-one events	Project Director
OUTCOME MEASURES:					
Outcome #1a (numerator)	Number of students matched with a mentor for eight months or more	Manual count of the students listed in the Match List History report for Del Valle ISD in the reporting time period, added to manual count of the students who were matched at a target school during the reporting period but transferred their match (or were rematched to a new mentor) in a school outside Del Valle ISD	internal database for the Match List History report; EXCEL spreadsheet for the students who moved	Students who move from the target schools but remain matched in other DVISD schools will be included.	External Evaluator
Outcome #1b (denominator)	Total number of students served	Manual count	Match List History Report in internal database	Students who move from the target schools but remain matched in other DVISD schools will be included.	Project Director
Outcome Rate #1c	Percentage of students matched for eight months or more	Numerator divided by denominator	evaluation report		External Evaluator
Outcome #2a (numerator)	Average number of school days attended by Seedling mentees	Computer-generated calculation based on campus daily data entry: add the days of attendance of each mentee; divide the total by the number of mentees	DVISD PEIMS data	We are not privy to what method DVISD will use to provide this data. As a smaller school district, they lack a sophisticated student information system.	DVISD official yet to be designated
Outcome #2b (denominator)	Total number of school days in DVISD calendar	Manual count	Official calendar published on-line		DVISD official yet to be designated
Outcome Rate #2c	Percentage of school days attended by Seedling mentees	Computer-generated calculation: numerator divided by denominator	DVISD PEIMS data		DVISD official yet to be designated
Outcome #3a (numerator)	Number of elementary mentees' discipline referrals	Computer-generated count	DVISD database		DVISD official yet to be designated
Outcome #3b (denominator)	Total number of elementary mentees served	Manual count	Match List History Report in internal database		Project Director
Outcome Rate #3c	Average number of discipline referrals per elementary mentee	Numerator divided by denominator	evaluation report		External Evaluator
Outcome #4a (numerator)	Number of middle school mentees' discipline referrals	Computer-generated count	DVISD database	We are not privy to what method DVISD will use to provide this data. As a smaller school district, they lack a sophisticated student information system.	DVISD official yet to be designated
Outcome #4b (denominator)	Total number of middle school mentees served	Manual count	Match List History Report in internal database		Project Director

Outcome Rate #4c	Average number of discipline referrals per middle school mentee	Numerator divided by denominator	evaluation report	External Evaluator
Outcome #5a (numerator)	Mentors rating overall experience as Excellent or Good	Addition of Survey Monkey-generated count of "Excellent" responses and "Good" Survey Monkey-generated count	Internal Survey Monkey account	External Evaluator
Outcome #5b (denominator)	Total number of mentors completing survey	Survey Monkey-generated count	Internal Survey Monkey account	External Evaluator
Outcome Rate #5c	Percentage of mentors who rated their overall experience as Excellent or Good	Numerator divided by denominator	evaluation report	External Evaluator
DEMOGRAPHIC AND ZIP CODE REPORT				
Gender, Race, and Ethnicity	Number of unduplicated clients by their gender, race, and ethnicity	Computer-generated or manual count	PEIMS data	DVISD official yet to be designated
Age	Number of unduplicated clients by their age at start of program and grouped into age categories	Computer-generated or manual count	PEIMS data	DVISD official yet to be designated
Income Status	Number of unduplicated clients by their income status at start of program and grouped into income categories	Computer-generated or manual count	PEIMS data	DVISD official yet to be designated
Zip Code	Number of unduplicated clients by their zip code at start of program	Manual count	parent consent forms	Project Director

INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

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

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

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

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 2.11.14
Name of Affiant: JARI WAXLER
Title of Affiant: EXECUTIVE DIRECTOR
Business Name of Proponent: Smelting Foundation
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 "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Jari Waxler
Signature of Affiant
2500 S IH 35 #170
Address
AUSTIN, TX 78704
on Feb, 2014

SUBSCRIBED AND SWORN TO before me by _____

Caule B. McMarion

Notary Public, State of Texas

Typed or printed name of notary
My commission expires: 2/02/2017

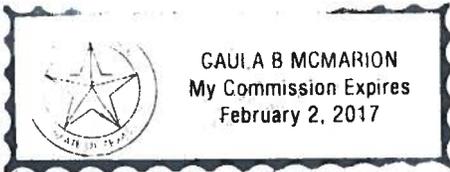


EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
January 16, 2014

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyl 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.	
Chief Information Officer	Tanya Acevedo	
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 IVLee Perry
Purchasing Agent Assistant IVJason Walker
Purchasing Agent Assistant IVRichard Villareal
Purchasing Agent Assistant IVPatrick Strittmatter
Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
Purchasing Agent Assistant IVScott Wilson, CPPB
Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IVLoren Breland, CPPB
Purchasing Agent Assistant IVJohn E. Pena, CTPM
Purchasing Agent Assistant IVRosalinda Garcia
Purchasing Agent Assistant IVAngel Gomez
Purchasing Agent Assistant IVJesse Herrera, CTP, CTPM, CTCM
Purchasing Agent Assistant IIIShannon Pleasant, CTPM
Purchasing Agent Assistant IIIDavid Walch
Purchasing Agent Assistant IIIMichael Long, CPPB
Purchasing Agent Assistant IIISydney Ceder
Purchasing Agent Assistant IIIRuena Victorino*
Purchasing Agent Assistant IIIRachel Fishback*
Purchasing Agent Assistant II.....Vacant
Purchasing Agent Assistant II.....L. Wade Laursen
Purchasing Agent Assistant II.....Sam Francis
HUB Coordinator.....Sylvia Lopez
HUB SpecialistBetty Chapa
HUB SpecialistJerome Guerrero
Purchasing Business AnalystScott Worthington
Purchasing Business AnalystVacant

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2	Sarah Eckhardt	05/ 31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14
Purchasing Business Analyst	Jennifer Francis	11/29/14

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

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.

Dr. Courtney Robinson

450-81-6215

Sari Waxter 2.11.14

SARI WAXTER, Executive Director

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized