



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 25, 2014

**Prepared By/Phone Number:** David Walch, 46663, Marvin Brice 49765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Contract No. 4400001580, Maximus Consulting Services, Inc., for development of an Indirect Cost Allocation Plan.

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

Travis County has historically contracted with Maximus to assist Travis County with developing an annual indirect cost allocation plan as required under OMB Circular A-87. PBO believes it is in the best interest of Travis County to continue to contract with Maximus to assist Travis County with developing the capacity to provide these services internally.

Section 5.7 of the contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

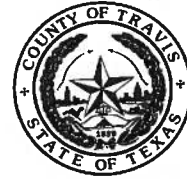
- **Contract Expenditures:** Within the last 12 months \$22,660.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount:	\$20,910.00
Contract Type:	Professional Services Agreement
Contract Period:	March 25, 2015 – September 30, 2015

- **Funding Information:**

- ☐ SAP Shopping Cart #:
- ☒ Funding Account(s): Fund Center 1100010000, fund 0001, Commitment Item 511230, General Administration Budget
- ☐ Comments:



**PLANNING AND BUDGET OFFICE**  
**TRAVIS COUNTY, TEXAS**

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314 W. 11th Street  
P.O. Box 1748  
Austin, Texas 78767

July 30, 2013

TO: David Walch, Purchasing Agent Assistant III

FROM: Alan Miller, Senior Budget Analyst *AM*

RE: Request for Purchasing Office assistance in continuation of an indirect cost plan development arrangement with MAXIMUS.

Travis County currently has an arrangement with Maximus to assist Travis County with developing an annual indirect cost allocation plan (under the Federal provisions of OMB Circular A-87) for Travis County. The current contract governing these terminates on September 30, 2013. This contract has been in place since 2004.

PBO believes it is in the best interests of Travis County to continue to contract with Maximus for the development of the annual indirect cost allocation plan given their subject matter expertise and familiarity with Travis County programs and they are considered a leader in this field. PBO is satisfied with the work Maximus has done on previous indirect cost plans. PBO recommends that Travis County execute a new five year contract to take effect on October 1, 2013 based on the terms below.

PBO has spoken to Maximus about this matter and reports that Maximus is willing to continue to provide this service to Travis County in FY 14 for \$22,660, which is the same rate charged in FY 13. Pricing would increase 1% per year thereafter for contract years FY 15 to FY 19. The table below summarizes the proposed pricing from Maximus. These increases appear reasonable to PBO and we ask for your assistance in implementing a new five-year agreement.

Fiscal Year	Contract Year	Amounts	% Increase from Prior Year
FY 14	1	\$22,660	0%
FY 15	2	\$22,887	1%
FY 16	3	\$23,115	1%
FY 17	4	\$23,347	1%
FY 18	5	\$23,580	1%

Currently the County has budgeted \$22,660 in the FY 14 Preliminary Budget for next year's indirect cost plan. These funds are budgeted in Fund Center 1100010000, Fund 0001, Commitment Item 511230, General Administration Budget.

Thank you for your assistance with this matter and if you need any additional information, please do not hesitate to contact me at 4-9726.

CC: Leslie Browder, Jessica Rio, Travis Gatlin, Victoria Ramirez, PBO  
Melissa Velasquez, County Judge's Office

## Juan Gonzalez

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**From:** Alan Miller  
**Sent:** Tuesday, November 19, 2013 7:38 AM  
**To:** David Walch  
**Cc:** Jessica Rio; Travis R Gatlin; Melissa Velasquez  
**Subject:** Travis County Contract For Cost Allocation Consulting  
**Attachments:** WBS - Travis Cnty-mar-2 yr revised\_11122013.pdf; Travis County Contract FY 13\_2YR\_11122013.pdf

David,

What is attached is a two year proposal with an option for a third year for MAXIMUS to generate the Indirect Cost Plan.

The rate proposed for just the indirect cost plan is \$20,910 for all three years. This is less than the FY 2013 amount.

Let me know if you need anything else. Thank you very much for your assistance.

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**From:** Meredith L Clonch/MAXIMUS [<mailto:MeredithLClonch@maximus.com>]  
**Sent:** Tuesday, November 12, 2013 9:49 AM  
**To:** Alan Miller; Mark A Rewolinski/MAXIMUS  
**Cc:** Travis R Gatlin  
**Subject:** RE: Travis County Contract For Cost Allocation Consulting

Hi Alan,

Attached please find our proposed contract and work breakdown schedule for the Cost Allocation Plan. We have included pricing and details to continue serving the County for the next two years, with an option for a third year if the County is not ready to bring the work in house. Please let me know if this will work for the County, if not, let me know how we can change it.

Again, we apologize for the delay in getting this to you.

Thanks,

**Meredith Clonch, Senior Consultant**  
**MAXIMUS Consulting**  
5628 Green Oaks Blvd, Suite A  
Arlington, TX 76017

Office: (972) 490-9990 ext. 119  
Cell: (817) 675-1625  
[meredithlclonch@maximus.com](mailto:meredithlclonch@maximus.com)

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**From:** Alan Miller [<mailto:Alan.Miller@co.travis.tx.us>]  
**Sent:** Tuesday, November 05, 2013 11:25 AM  
**To:** Mark A Rewolinski/MAXIMUS  
**Cc:** Meredith L Clonch/MAXIMUS; Travis R Gatlin  
**Subject:** RE: Travis County Contract For Cost Allocation Consulting

We would also like a scope of service option to continue the current level of service for the next two years and then transfer to Travis County taking over the service.

Thank you.

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**From:** Alan Miller  
**Sent:** Wednesday, October 16, 2013 10:11 AM  
**To:** 'Mark A Rewolinski/MAXIMUS'  
**Cc:** Meredith L Clonch/MAXIMUS ([MeredithLClonch@maximus.com](mailto:MeredithLClonch@maximus.com))  
**Subject:** RE: Travis County Contract For Cost Allocation Consulting

What is the status of getting the scope of service?

**From:** Mark A Rewolinski/MAXIMUS [<mailto:markrewolinski@maximus.com>]  
**Sent:** Thursday, August 15, 2013 6:07 PM  
**To:** Alan Miller  
**Subject:** Travis County Contract For Cost Allocation Consulting

Alan

Sorry for the delay in getting back to you on this. I have attached a two files the first being the current costs as proposed by task, the second identifies cost savings should the County provide assistance over the next three years as we discussed on our call. The intent would be to phase out our assistance by the year 2015 and have the county assume all aspects of the process should you choose to do that.

I have made notes off to the side of the grey shaded areas where we feel you could begin to realize savings immediately by assisting us with this years cost plan preparation. In doing this you would also be receiving on-the-job training which will be needed for future plan preparation without our assistance. The down side for you in all of this is that you would not be saving any money this year should you choose to purchase our cost allocation software and the associated training which you will need to run it. Year 2 however (2014) would be the year you start to save significant reimbursement as we only assist you with the tasks and direct you in how to attain allowable cost and statistical data from each of the departments included in the plan. Under this scenario you also receive unlimited Maxcars software support in order start entering the plan yourself. By year 2015 you are virtually on your own and can be totally should you desire since I only added a few hours of consultant support for this year.

Let me know if this is the optional cost options you were looking for or if I totally misunderstood what you want. Once I hear back from you I can go ahead and edit the contract, send it to my legal department for their execution and out to you for the same. Talk to you soon and again I apologize for the delay in getting this out to you, it's been one of those weeks.

Thanks, Mark

(First Year Costs w/100% consultant assistance)

(Optional Cost structure with County assuming certain project tasks)

## **AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between MAXIMUS Consulting Services, Inc. ("Consultant"), and Travis County ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the Services detailed in Exhibit A.
- (2) Term. This Agreement shall commence on the Effective Date and shall remain in effect until (a) sixty months thereafter, (b) completion of, and payment in full for, the Services specified in Exhibit A, or (c) termination in accordance with Section 4, whichever occurs first. Should the Services not be completed at the conclusion of sixty month term, and this Agreement has not been terminated pursuant to Section 4, the parties may agree to extend the agreement for a specified period of time pursuant to an amendment signed by both parties.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination.
  - a) Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.
  - b) Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
  - c) Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any

employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted such access.

- (7) Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables prepared by Consultant for Client included in the Services are specifically set out in Exhibit A.
- (8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- (9) Indemnification. To the extent allowed by law, each party (an "Indemnifying Party") shall defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, consultants, or agents or any third party.
- (10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the lesser of (a) the amount actually paid to Consultant during the contract year in which the claim arose, or (b) \$150,000.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

- (11) Consultant Liability if Audited. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
- (12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Judge Samuel T. Biscoe  
County Judge  
PO Box 1748  
Austin, TX 78767

Mark Rewolinski  
MAXIMUS Consulting Services, Inc.  
5628 Green Oaks Blvd, Suite A  
Arlington, TX 76017  
972-490-9990  
markrewolinski@maximus.com

Such notice shall be deemed delivered 5 days after deposit in the U.S. mailbox.

- (13) Changes. The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.
- (14) Miscellaneous.
- a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
  - b. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.
  - c. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
  - d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
  - e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
  - f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
  - g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
  - h. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.



IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

By: \_\_\_\_\_  
(Client Official)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MAXIMUS Consulting Services, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Services**

#### **Description of Services:**

The Consultant shall do, perform, and carry out in a good and professional manner the following services:

- Prepare an OMB A-87 acceptable cost allocation plan based on actual costs incurred. This plan will identify the various costs incurred by the County to support and administer non-general fund programs.
- Under direction of the Consultant, the County shall gather input data.
- Computer processing of the plan prepared.
- Provide the County draft reports; Consultant shall revise the reports based on the County's feedback.
- Assist the County in its negotiation of acceptable rates with federal and state authorities, as necessary.

The final document shall comply with the cost principles established by the Federal Office of Management and Budget Rules and Regulations, 2 C.F.R. part 225 (formerly known as OMB A-87) for state and local governments.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. .

Consultant shall provide the Services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Consultant reserves the right to subcontract for Services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

## **EXHIBIT B**

### **Compensation**

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of twenty thousand nine hundred and ten dollars, \$20,910 (Year 1) for the OMB A-87 Cost Allocation Plan based on FY 2013 and twenty thousand nine and hundred ten dollars, \$20,910 (Year 2) for the preparation and delivery of an OMB A-87 Cost Allocation Plan based on Fiscal Year 2014. It is the Client's intent to enter into a two year agreement for a grand total two year not to exceed price of forty one thousand eight hundred and twenty dollars (\$41,820).

Fiscal Year 2014	\$20,910 (Year 2)
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Fiscal Year 2015	\$20,910 (OPTIONAL)
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Payment of the standard annual fee which shall include reimbursement for expenses incurred shall be made in two separate installments: ninety-five percent (95%) of the standard fee shall be due upon delivery of draft plan(s); the remaining five percent (5%) of the standard fee shall be due upon delivery of the final plan(s) for each of the Fiscal Years (2013 and 2014). Invoices shall provide detail sufficient to Client's requirements.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The services and associated compensation covered under this Agreement may be modified through a written amendment, approved and executed by both parties. For additional Services, the inclusive hourly rates by resource category are as follows:

Executive Director	\$200/hr
Senior Project Manager	\$175/hr
Project Manager	\$150/hr
Senior Consultant	\$125/hr
Consultant/Analyst	\$100/hr

Consultant Hour Summary	Quality Assurance	Project Manager	Total
Total project hours	7.00	151.00	158.00
Hourly rate	\$ 175.00	\$ 125	
Expenses (Travel/Miscellaneous)		\$ 810	\$ 810
Total Proposal	\$ 1,225	\$ 19,685	\$ 20,910

			Week							
			1	2	3	4	5	6	7	8
Task 1: Data Request of available financial information and departmental organization charts for review.		2.00								
Task 2: Review requested information to set up plan										
a. Classify all City departments as direct or indirect		1.00								
b. Develop basic structure of plan		2.00								
Task 3: Interview administrative departments, activities, and costs										
3.1. Conduct interviews with PBO liason and other necessary County staff		22.00								
3.2. Determine departmental activities based on interviews with staff of administrative departments		16.00								
3.3. Review departmental expenditures for determination of activity expense and allowability		3.00								
3.4 Determine allocation statistics and develop allocation base data		12.00								
3.5 Additional data request resulting from interviews		4.00								
Task 4: Prepare cost allocation worksheets for each County department, calculating expenses in the appropriate year that are allowed under the OMB A-87 guidelines and in conformity with GAAP applied on a consistent basis		72.00								
Task 5: Prepare departmental indirect cost rates		2.00								
Task 6: Prepare reports										
a. Prepare draft reports	4.00	4.00								
d. Edit 1st draft		2.00								
e. Prepare 2nd draft		2.00								
f. Edit 2nd draft for finalization	1.00	1.00								
Task 7: Finalize and deliver final Full Cost Plan		4.00								
Task 8: As necessary, negotiate County's recoverable cost pursuant to OMB Circular A-87 guidelines with Federal and State officials	2.00	2.00								
	7.00	151.00								

**PROFESSIONAL SERVICES  
AGREEMENT/CONTRACT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**MAXIMUS CONSULTING SERVICES, INC.**

**FOR**

**INDIRECT COST ALLOCATION PLAN**

**CONTRACT NO. 4400001580**



**Travis County Purchasing Office**

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STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN TRAVIS COUNTY AND MAXIMUS  
CONSULTING SERVICES, INC.**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and MAXIMUS Consulting Services, Inc., (the "CONTRACTOR").

**WHEREAS**, COUNTY desires to obtain the services of a qualified firm to prepare a central service cost allocation plan, indirect cost rates and other documents annually, for Travis County and;

**WHEREAS**, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree as follows:

1.0    DEFINITIONS

In this Agreement,

- 1.1    "Commissioners Court" means the Travis County Commissioners Court.
- 1.2    "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3    "County Auditor" means Travis County Auditor Nicki Riley or her successor.
- 1.4    "Parties" mean Travis County and MAXIMUS Consulting Services, Inc.
- 1.5    "Is doing business" and "has done business" mean:

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

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

1.5.3   **but does not include**

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

1.5.3.2 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

1.5.3.3 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.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "Project Director" means the County Executive, Planning and Budget Office or her designee.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall begin upon execution and shall continue through September 30, 2015, unless sooner terminated as provided herein. The initial term of this agreement may be extended by mutual agreement in accordance with Section 8.0: Amendments.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

## 3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.



3.7 Insurance Requirements. CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Project Director and may rely on all factual information supplied by the Project Director in response to these requests. However Project Director shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to the Counseling services being provided hereunder. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.12 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent person would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.13 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00. Contractor shall complete and execute the certification in Attachment E prior to execution and approval of contract by County.

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

\*Form is provided as Attachment E\*

3.14 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.15 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY in relation to the services provided herein. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.16 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR's work as it relates to the services provided herein. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

3.17 Upon request, CONTRACTOR shall report on the status, progress, and general nature of the work performed to date pursuant to this Agreement.

3.18 Upon reasonable request, CONTRACTOR shall be available to the Commissioners Court, the Travis County Judge and Commissioners or their representatives for questions with respect to the services being performed pursuant to this Agreement.

#### 4.0 COUNTY PERFORMANCE OF SERVICES

4.1 COUNTY shall designate a Project Director who will be the person responsible for monitoring CONTRACTOR's performance under the terms and conditions of this Agreement.

4.2 COUNTY shall provide CONTRACTOR, at COUNTY's expense, periodic access to on-site working space for up to four CONTRACTOR staff members at a time, with a desk or work table, access to a telephone, and access to an analog telephone line for internet access. Such work space may be in multiple locations and will not be solely dedicated to CONTRACTOR during the contract period.

4.3 COUNTY shall provide CONTRACTOR copies of or access to documents that are necessary for the successful completion of work required by this Agreement.

#### 5.0 COMPENSATION

5.1 Compensation shall be in the amounts outlined in "Attachment B Compensation".

5.2 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR.

5.3 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

5.4 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

5.5 Disbursements to Persons with Outstanding Debt.

5.5.1 In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

5.5.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

5.5.1.2 the debt is paid.

5.5.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

5.5.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 5.9.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

5.6 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

5.7 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

5.8 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 30 calendar days written notice that this Contract is terminated due to the failure to fund it.

## 6.0 INVOICING AND PAYMENT

6.1 CONTRACTOR shall invoice COUNTY within 10 days after the delivery to COUNTY of the documents for which payment is sought.

6.2 Invoices shall include a description of the services performed and the documents delivered.



6.3 Invoices shall be submitted to:

County Executive (or successor)  
Travis County Planning and  
Budget  
P.O. Box  
1748  
Austin,  
Texas  
78767

6.4 If services performed and documents delivered comply with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR within 30 days of receipt of a complete and correct invoice submitted in accordance with this Section 6.0.

6.5 Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

7.0 RECORDS CONFIDENTIALITY AND ACCESS

7.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

7.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

7.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

7.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR in completion of the services provided herein will become property of the COUNTY.

## 8.0 AMENDMENTS

8.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

8.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to Purchasing.

8.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

## 9.0 OTHER PROVISIONS:

9.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, , AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION COURT COSTS AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY, DIRECTLY CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR. CONTRACTOR IS NOT LIABLE FOR THOSE DAMAGES RESULTING FROM THE NEGLIGENCE, IN WHOLE, OF THE COUNTY'S EMPLOYEES, AGENTS, OR CONSULTANTS.

9.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONTRACTOR shall indemnify the COUNTY, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability including expenses of litigation, court costs and reasonable attorney's fees for damages arising in connection with any alleged or actual infringements of existing patents, licenses, or copyrights applicable to materials used in this Agreement and incurred by COUNTY due to CONTRACTORS breach of applicable patents, copyrights, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement.

9.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or

other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

9.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

9.5 Limitation of Liability. COUNTY agrees that CONTRACTOR'S total liability to COUNTY for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed Fifty Thousand Dollars (\$50,000.00). In no event shall CONTRACTOR be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if CONTRACTOR has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

9.6 Contractor Liability if Audited. The COUNTY represents that all financial and statistical information provided to CONTRACTOR by COUNTY, its employees and/or agents is accurate and complete to the best of COUNTY'S knowledge. CONTRACTOR shall, upon notice of audit, make work papers and other records available to the auditors. CONTRACTOR'S sole responsibility under an audit shall be to provide reasonable assistance to the COUNTY through the audit and to make those changes to the work product as required as a result of the audit. CONTRACTOR shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

#### 9.7 Non-Waiver of Default

9.7.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

9.7.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.8 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or



does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

#### 9.9 Entire Agreement

9.9.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

9.9.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 9.9.2.1 Attachment A – Scope of Services
- 9.9.2.2 Attachment B – Compensation
- 9.9.2.3 Attachment C – Insurance Requirements
- 9.9.2.4 Attachment D – Ethics Affidavit  
including: Exhibit 1 - List of Key  
Contracting Persons
- 9.9.2.5 Attachment E –Certification Regarding  
Debarment, Suspension, Ineligibility and  
Voluntary Exclusion for Covered Contracts

#### 9.10 Notices:

9.10.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

9.10.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

County Executive, (or successor)  
Travis County Planning and Budget  
P.O. Box 1748  
Austin, Texas  
78767

9.10.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

MAXIMUS Consulting Services, Inc.  
P.O. Box 21279  
Baltimore, MD 21279-1188

9.11 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 9.8. Any change in the address shall be reported within fifteen (15) days of the change.

9.12 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

9.13 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 COUNTY, the CONTRACTOR or COUNTY shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the CONTRACTOR's requested resolution of the dispute and any other relevant information which CONTRACTOR desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the COUNTY representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent 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 Director 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 Director. 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.

9.14 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 9.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both



Parties agree, in writing, to waive the confidentiality.

9.15 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

9.16 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

9.17 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

9.17.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

9.17.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

9.17.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

9.18 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

9.19 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

9.20 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

9.21 Interpretational Guidelines

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

9.21.2 Number and Gender. Words of any gender in this Agreement shall be construed

to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

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

9.22 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.


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

#### 10.0 DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

**MAXIMUS Consulting Services, Inc..**

**Travis County**

  
By: Adam Polatnick  
Vice President  
Name and Title (Printed) Assistant General Counsel

\_\_\_\_\_  
By: Samuel T. Biscoe  
Travis County Judge

Date: 3/18/14

Date: \_\_\_\_\_

Approved as to Legal Form By: \_\_\_\_\_

Assistant County Attorney

Approved by Auditor's Office

Nicki Riley, County Auditor

Approved by Purchasing: \_\_\_\_\_

Cyd Grimes, C.P.M., CPPO Purchasing Agent

## **ATTACHMENT A SCOPE OF SERVICE**

### **Description of Services:**

The Consultant shall do, perform, and carry out in a good and professional manner the following services:

- Prepare an OMB A-87 acceptable cost allocation plan based on actual costs incurred. This plan will identify the various costs incurred by the County to support and administer non-general fund programs.
- Under direction of the Consultant, the County shall gather input data.
- Computer processing of the plan prepared.
- Provide the County draft reports; Consultant shall revise the reports based on the County's feedback.
- Assist the County in its negotiation of acceptable rates with federal and state authorities, as necessary.

The final document shall comply with the cost principles established by the Federal Office of Management and Budget Rules and Regulations, 2 C.F.R. part 225 (formerly known as OMB A-87) for state and local governments.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. .

Consultant shall provide the Services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Consultant reserves the right to subcontract for Services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

**EXHIBIT B**  
**Compensation**

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of twenty thousand nine hundred and ten dollars, \$20,910 (Year 1) for the OMB A-87 Cost Allocation Plan based on FY 2013 and twenty thousand nine hundred ten dollars, \$20,910 (Year 2) for the preparation and delivery of an OMB A-87 Cost Allocation Plan based on Fiscal Year 2014. It is the Client's intent to enter into a two year agreement for a grand total two year not to exceed price of forty one thousand eight hundred and twenty dollars (\$41,820).

Fiscal Year 2014	\$20,910 (Year 2)
Fiscal Year 2015	\$20,910 (OPTIONAL)

Payment of the standard annual fee which shall include reimbursement for expenses incurred shall be made in two separate installments: ninety-five percent (95%) of the standard fee shall be due upon delivery of draft plan(s); the remaining five percent (5%) of the standard fee shall be due upon delivery of the final plan(s) for each of the Fiscal Years (2013 and 2014). Invoices shall provide detail sufficient to Client's requirements.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The services and associated compensation covered under this Agreement may be modified through a written amendment, approved and executed by both parties. For additional Services, the inclusive hourly rates by resource category are as follows:

Executive Director	\$200/hr
Senior Project Manager	\$175/hr
Project Manager	\$150/hr
Senior Consultant	\$125/hr
Consultant/Analyst	\$100/hr



**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**

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

**I. General Requirements Applicable to All Contractors' Insurance.**

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

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

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

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

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

E. Insurance required under this Contract which names Travis County as Additional Insured on the General and Automobile Liability policies shall be considered primary. .

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 copies of policies and endorsements only in the event of a claim occurring.

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 or equivalent)
  - b. Thirty (30) day Notice of Cancellation (Form 420601 or equivalent)

### 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 or equivalent)
    - b. Thirty (30) day Notice of Cancellation (Form CG 0205 or
    - c. Travis County named as additional insured (Form CG 2010)

\*

C. Business Automobile Liability Insurance†

1. , Coverage for all of the Contractor's use of 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 or equivalent)
  - b. Thirty (30) day Notice of Cancellation (Form TE 0202A or equivalent)
  - c. Travis County named as additional insured (Form TE 9901B or equivalent)

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 Contractor's errors and/or omissions while performing professional services under the 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. Contractor shall maintain continuous coverage for three years after the end of the contract. If the continuous policy is not renewed with the same retroactive date, a three-year extended reporting period shall be purchased and maintained.
3. Subcontractor(s) 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.  
Contractor shall maintain continuous coverage for three years after the end of the contract. If the continuous policy is not renewed with the same retroactive date, a three-year extended reporting period shall be purchased and maintained.



**ATTACHMENT D**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 3/18/2014  
Name of Affiant: ADAM POLATNICK  
Title of Affiant: VICE PRESIDENT  
Business Name of Proponent: MAXIMUS Consulting Services, Inc.  
County of Proponent: FARMLEY, VA

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.

[Signature]  
Signature of Affiant  
1891 Metro Center Dr., Reston VA 20190  
Address

SUBSCRIBED AND SWORN TO before me by ADAM POLATNICK on MARCH 18, 2014

[Signature]

Notary Public, State of VIRGINIA  
MARY V. WERZ-PETRICKA  
Typed or printed name of notary  
My commission expires: JULY 31, 2017





**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**December 11, 2013**

**CURRENT**

<b>Position Held</b>	<b>Name of Individual Holding Office/Position</b>	<b>Name of Business Individual is Associated</b>
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 .....	Jessica Rio	
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 IV.....	Lee Perry
Purchasing Agent Assistant IV.....	Jason Walker
Purchasing Agent Assistant IV.....	Richard Villareal
Purchasing Agent Assistant IV.....	Patrick Strittmatter
Purchasing Agent Assistant IV.....	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV.....	Scott Wilson, CPPB
Purchasing Agent Assistant IV.....	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV.....	Loren Breland, CPPB
Purchasing Agent Assistant IV.....	John E. Pena, CTPM
Purchasing Agent Assistant IV.....	Rosalinda Garcia
Purchasing Agent Assistant IV.....	Angel Gomez
Purchasing Agent Assistant IV.....	Jesse Herrera, CTP, CTPM, CTCM
Purchasing Agent Assistant III.....	Shannon Pleasant, CTPM
Purchasing Agent Assistant III.....	David Walch
Purchasing Agent Assistant III.....	Michael Long, CPPB
Purchasing Agent Assistant III.....	Sydney Ceder
Purchasing Agent Assistant III.....	Ruena Victorino*
Purchasing Agent Assistant III.....	Rachel Fishback*
Purchasing Agent Assistant II .....	Vacant
Purchasing Agent Assistant II .....	L. Wade Laursen
Purchasing Agent Assistant II .....	Sam Francis
HUB Coordinator.....	Sylvia Lopez
HUB Specialist .....	Betty Chapa
HUB Specialist .....	Jerome Guerrero
Purchasing Business Analyst.....	Scott Worthington
Purchasing Business Analyst.....	Vacant

#### FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Commissioner, Precinct 3 .	Karen Huber .....	01/01/14
Executive Assistant.....	Garry Brown.....	01/01/14
Executive Assistant.....	Julie Wheeler.....	01/01/14
Executive Assistant.....	Jacob Cottingham.....	01/01/14
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.

ATTACHMENT E

**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.

Maximus Consulting Services  
MPG 3/18/14

FEIN # 26-1557956

Signature of Authorized Representative

Date

Adam Polatnick

Vice President

Name & Title of Authorized Representative  
Assistant General Counsel