



Travis County Commissioners Court Agenda Request

Meeting Date: June 3, 2014

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action regarding a request to approve a subrecipient agreement with Austin Tenants' Council, Inc. funded with Community Block Grant funds available through HUD.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.
- The Fair Housing Counseling and Tenant's Rights Program was approved by the Commissioners Court on August 6, 2013 as one of the programs from the Community Development Block Grant's (CDBG) Program Year 2013. This program will expand the existing fair housing and tenant's rights services, where fair housing services includes outreach, fair housing counseling, fair housing complaint processing, and testing in support of an individual complainant, and tenant's rights services includes telephone counseling and in-person mediation, as needed. Through this agreement, approximately 68 people will be served, which 51% must be at or below 80% of the Median Family Income (MFI).
- On October 29, 2013, the Commissioners Court approved a permission to continue for this program, where it was to have begun on October 1, 2013, but due to an issue with confirmation of funding, the program notice of award was delayed until November, where then a grant agreement delayed it further until December. Then, the CDBG Office had to go through a substantial amendment process addressing a reduction in funding prior to being able to execute this agreement. The substantial amendment was approved on February 5, 2014. The time period for this agreement is November 1, 2013 through September 30, 2014.

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

➤ **Contract-Related Information:**

Award Amount: \$49,999.00

Contract Type: Professional Services

Contract Period: Through September 30, 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: N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300001058

Fund Center(s): 1580060001

Comments: Grant Number - 800345

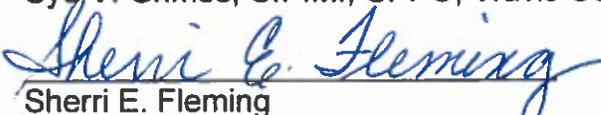


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: May 8, 2014

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

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

SUBJECT: Execution of the Sub-recipient Agreement for CDBG funded Fair Housing and Tenant's Right's Program with Austin Tenant's Council

Proposed Motion:

Consider and take appropriate action regarding a request to ratify a subrecipient agreement with Austin Tenants' Council funded with Community Block Grant funds available through HUD for the time period of November 1, 2013 through September 30, 2014.

Background and Summary:

The Travis County Department of Health and Human Services has entered into a contractual relationship with the U.S. Department of Housing and Urban Development (HUD) to administer a Community Development Block Grant (CDGB) funded Fair Housing Counseling and Tenant's Rights program. This program will expand existing fair housing and tenant's rights services in the CDBG service area, and proposes to serve approximately 68 people of which 51% must be at or below 80% MFI. Fair

housing services include: outreach, fair housing counseling, fair housing complaint processing and testing in support of an individual complainant. Tenant's Rights services include: telephone counseling and in-person mediation, as needed.

On August 6, 2013, the Commissioner's Court approved the Program Year 2013 Action Plan with this Program listed as an approved project. On October 29, 2013, the Commissioners Court approved a permission to continue for this program. It was slated to begin on October 1, 2013, but due to an issue with confirmation of funding, the program notice of award was delayed until November, with a grant agreement delayed until December. Furthermore, the CDBG Office had to go through a substantial amendment process to address a reduction in funding prior to being able to execute a contract. The Substantial Amendment was approved on February 5, 2014. The timeframe for the contract is November 1, 2013 through September 30, 2014.

The scope of work is attached. The subrecipient agreement was updated to conform with the new social services boiler plate and CDBG language and requirements were added.

Recommendations:

Staff recommends approval of the ratification of the subrecipient agreement to Austin Tenant's Council to administer Travis County's CDBG Fair Housing Counseling and Tenant's Rights Program totaling \$49,999.

Issues and Opportunities:

All funds are anticipated to be expended by September 2014.

Fiscal Impact and Source of Funding:

\$49,999 of funding is to be awarded from Program Year 2013 Action Plan, as amended. No matching General Funds are required.

Grant Number: 800345

Internal Order Number: 101482

Funds Reservation Number: 300001058

Cc: Janice Cohoon, Financial Analyst Travis County Auditor
Michelle Gable, Financial Analyst Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Marvin G. Brice, CPPB, Assistant Purchasing Agent, Travis County Purchasing Office
Jason Walker, Purchasing Agent Assistant, Travis County Purchasing Office
Aerin Toussaint, Analyst, Planning and Budget Office
Kendra Tolliver, TCHHS/VS, Finance Accountant
Christy Moffett, CDBG Planning Project Manager

Funds Reservation 300001058

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	02/12/2014
FM area	1000	Posting date	02/12/2014
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	TOLLIVK	Created on	02/12/2014
Last changed by		Last changed	
More Data			
Text	to cover Austin Tenants Council		
Reference			
Overall Amount	50,000.00 USD		

Document item 001			
Text	Austin Tenants Council		
Commitment item	518120	Funds center	1580060001
Fund	2054	G/L account	518120
Cost center		Due on	
Vendor		Customer	
Amount	50,000.00 USD		

DRAFT



PROFESSIONAL SERVICES CONTRACT

BETWEEN

**TRAVIS COUNTY HEALTH AND HUMAN SERVICES
& VETERANS SERVICE**

AND

AUSTIN TENANTS' COUNCIL, INC.

FOR

FAIR HOUSING AND TENANTS' RIGHTS COUNSELING

CONTRACT NO. 4400002030

TRAVIS COUNTY PURCHASING OFFICE

DRAFT

SOCIAL SERVICES CONTRACT
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**SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
BETWEEN TRAVIS COUNTY AND
AUSTIN TENANTS' COUNCIL, INC.**

I. PARTIES

This Subrecipient Agreement and Ratification ("Contract") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Austin Tenants' Council, Inc. ("Contractor" or "Subrecipient").

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. 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.

County has entered into a Grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block ("CDBG") Grant Program ("CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Rules and Regulations").

County has the authority to administer or otherwise engage in community and economic development projects authorized under HUD and authorized by Title I of the Act or under any federal, State or local law creating community development and economic development programs (including Texas Local Government Code, Chapter 381).

County has and/or will received and is responsible for administration of Grant funds made available through the Act.

County has and/or will received certain funds from HUD under the Act for utilization in connection with its CDBG Program.

Department is the County's designated administrator for HUD grants governed by regulation codified under Title 24, Code of Federal Regulations.

County has adopted Annual Action Plans for HUD as part of its Consolidated Plan.

The Commissioners Court has adopted a budget for such funds, as outlined in this Contract, and has included therein the expenditure of funds for the project entitled "Fair Housing and Tenants' Rights Counseling" ("Project") which provides funding for fair housing and tenants' rights counseling and related services primarily to low to moderate income households to benefit the CDBG Urban County.

On October 29, 2013, the Commissioners Court approved the continuation of the Project with internal County funds pending the completion of the applicable CDBG Grant contract for the year in which services will be provided under this Contract; and Contractor has continued to provide services without interruption from that date to the date of execution of this Contract.

As provided in the Rules and Regulations, County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects.

County desires to engage Contractor to implement and manage said Project, and the Parties agree to ratify the provision of services under the terms of this Contract from November 1, 2013 through the date of execution of this Contract.

Where goods or services are funded from federal, state, or local grants, Contractor will, according to the terms of the grant(s), provide goods and services necessary to achieve the Grant's purpose in accordance with grant terms.

Contractor agrees to provide fair housing counseling services, tenants' rights counseling, mediation and outreach with CDBG funds in accordance with the terms of the Contract.

County and Contractor agree that any unspent funds from this Contract remaining at the end of a fiscal year may not be automatically carried over into the next program year, as provided by the Grant and this Contract.

Contractor will be a Subrecipient of CDBG program funds from County under the County's CDBG Program.

NOW, THEREFORE, in consideration of the agreements, covenants, and payments set forth in this Contract, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Contract and to the ratification of the provision of services under the terms of this Contract from November 1, 2013 through the date of execution of this Contract.

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). Contract Funds may include Grant Funds as indicated by the context of the provision.

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, Contract and/or Grant 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 "General Revenue Funds" or "Current Revenue Funds" means funds in the County treasury that are not Grant Funds and are available in the current Fiscal Year if appropriated by Commissioners Court for purposes of funding this agreement.

- 1.11 "Grant" means any contract or agreement governing use of funds from any funding source (other than County General Funds) from which funds will be paid for services provided under this Contract.
- 1.12 "Grant Funds" means funds available which:
- (a) have as their source a Grant from a federal, state or local governmental agency, private or non-profit organization; and
 - (b) have an identified purpose, performance expectations, and financial standards that control expenditures; and
 - (c) have specific requirements for their use depending on whether the parties to a Grant funded agreement are contractors, subcontractors, recipients, sub-recipients, grantees or sub-grantees, as determined by the original Grant, accounting practices, and applicable federal and state regulations;
- OR
- (d) are provided from a source which the County has determined to be a Grant source.
- 1.13 "Is doing business" and "has done business" mean:
- 1.13.1 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
 - 1.13.2 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;
 - 1.13.3 but does not include:
 - 1.13.3.1 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.
 - 1.13.3.2 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
 - 1.13.3.3 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.
- 1.14 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment K.
- 1.15 "Parties" and "Party" means the County and/or Contractor.
- 1.16 "Median Family Income" means the guidelines established by the U.S. Department of Housing and Urban Development for the Austin-Round Rock Metropolitan Statistical Area for the current Fiscal Year.
- 1.17 "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.
- 1.18 "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. "Subcontract" includes contracts, subcontracts, recipient agreements, sub-recipient agreements, grantee agreements and/or subgrantee agreements.
- 1.19 "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. "Subcontractor" includes contractors, subcontractors, recipients, sub-recipients, grantees and/or subgrantees.

1.20 "System for Award Management" (SAM) means the Official U.S. Government system that consolidated the capabilities of CCR/fedreg, ORCA, and EPLS. SAM provides vendors, grantees, and loan recipients a consolidated system to register to do business with the government.

1.21 "Transparency Act" means the Federal Funding Accountability and Transparency Act ("FFATA" or "Transparency Act"), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252, , including appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and System for Award Management, 75 Fed. Reg. 55672 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept 14, 2010) (to be codified at 2 CFR part 170).

IV. KEY PROVISIONS

2.0 CONTRACT TERM

2.1 Contract Term and Grant Term.

(a) Grant Term. Subject to applicable Grant requirements, the Parties acknowledge and agree that the Grant Term of this Contract shall continue in full force beginning upon execution of this Contract by both Parties, and terminating as set out in 2.1.1 (b) unless earlier terminated by the Parties pursuant to the terms of this Contract. Contractor understands and agrees that applicable provisions regarding reporting and other requirements of this Contract will continue until fully performed, as determined by County, even if that time period extends beyond the end of the Grant Term as set forth in this Section 2.1.1(a).

(b) Contract Term. The Parties agree that this Contract will continue in full force for the Initial Term which began November 1, 2013, and will terminate September 30, 2014, unless earlier terminated by the Parties pursuant to the terms of this Contract, with the Parties agreeing to the ratification of the provision of services under the terms of this Contract from November 1, 2013, through the date of execution of this Contract.

(c) Compliance. Other provisions in this Contract notwithstanding, the Parties agree that those necessary obligations of the Parties, as determined by County, continue beyond the termination date set forth in Section 2.1.1(b) above for that time period necessary to completely fulfill, as determined by County, all obligations under this Contract, including all Grant obligations, including Program Income requirements (as defined in Section 9.11). This obligation includes, but is not limited to the following requirements as set forth in this Contract, including the Grant:

- (1) all record creation and maintenance;
- (2) all reporting;
- (3) all monitoring;
- (4) all requirements; and
- (5) all requirements applicable to Program Income

(d) Project Completion. Contractor agrees to complete the Project within the term specified in Section 2.1.1 above. Project Completion is defined as identified in Attachment M, "Project Schedule," and as services provided as identified in Attachment B "Program Work Statement". Satisfaction of the return of program income identified later in this Contract is also required after project completion.

(e) Expeditious Performance. Performance of this Contract shall be undertaken and completed by the Contractor in an expeditious manner and shall not extend beyond the termination date specified in Section 2.1.1 unless this Contract is amended to authorize an extension of the time period for performance.

(f) Term Funding. It is understood and agreed that, in no event shall any provision of this Contract or any contract entered into under the terms of this Contract be interpreted to obligate the County beyond the funds approved by

the Commissioners Court for this Contract for any County Fiscal Year/budget period or beyond Grant Funds actually received by County.

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 and allowed by the Grant. 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.

2.2.3 Grant Terms. Renewal of any Grant-related terms will be as specified in the Grant agreement and approved by the Commissioners Court.

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:

\$ 49,999.00

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. GOV'T 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 (NOT APPLICABLE)
- 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 (NOT APPLICABLE)
- 5.2.5 Attachment E 2014 Total Program Staff Positions and Time - Form # 6 (NOT APPLICABLE)
- 5.2.6 Attachment F 2014 Total Program Funding Summary - Form # 7 (NOT APPLICABLE)
- 5.2.7 Attachment G 2014 Subcontracted Expense Form - Form # 8 (NOT APPLICABLE)
- 5.2.8 Attachment H 2014 Performance Measure Definition Tool - Form # 9 (NOT APPLICABLE)
- 5.2.9 Attachment I 2014 Financial Reports/Forms (Sample Forms with specific forms to be provided by County)
 - (a) Exhibit 1 – Compliance Certification Form
 - (b) Exhibit 2 – Payment Request Form
 - (c) Exhibit 3 – Expenditure Report Form
 - (d) Exhibit 4 – Budget Revision Form
 - (e) Exhibit 5 – Instructions for County Invoicing
- 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)
 - (a) Exhibit 1 – Contractor Verification Form
- 5.2.13 Attachment M - Project Schedule
- 5.2.14 Attachment N - Section 3 Forms
 - (a) Exhibit 1 – Section 3 Income Limits
 - (b) Exhibit 2 – Local Opportunity Plan
 - (c) Exhibit 3 – Section 3 Definitions
 - (d) Exhibit 4 – Resident Employment Opportunity Data
 - (e) Exhibit 5 – Section 3 Report
 - (d) Exhibit 6 – Section 3 Certification
- 5.2.15 Attachment O - CDBG Certifications and Assurances
 - (a) Exhibit 1 - Certification Regarding Maintenance of Effort
 - (b) Exhibit 2 - Assurances Non-Construction Programs
 - (c) Exhibit 3 - Disclosure of Lobbying Activities
- 5.2.16 Attachment P- Travis County Auditor Authorization Agreement for Direct Deposit (ACH Credits)
- 5.2.17 Attachment Q - HUB Forms
 - (a) Exhibit 1 - Notice of Intent to Subcontract with HUB
 - (b) Exhibit 2 - Travis County HUB Subcontractor Payment Report
 - (c) Exhibit 3 - HUB Subcontractor/Subconsultant Change Form
- 5.2.18 Attachment R - Program Requirements (NOT APPLICABLE)

- (a) Program Guidelines (NOT APPLICABLE)
 - (b) Construction Standards (NOT APPLICABLE)
- 5.2.19 Attachment S - DUNS & SAM Registration
- 5.2.20 Attachment T – FFATA Certification Form

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.

5.3 **Subrecipient Manual.** Contractor acknowledges and agrees that Contractor has received a copy of the CDBG Subrecipient Manual ("Manual") and agrees to comply with all applicable requirements in that Manual. The Manual is intended to assist the Contractor in complying with all the requirements.

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:

\$ 49,999.00

The amount specified in this Section 6.1 is agreed to be a fixed ceiling amount and shall not be considered as an "estimate-of-cost," "percentage-of-cost," or any kind of "cost-plus" sum, price or amount. Also, as used in this Contract, unless the context indicates otherwise, the words "expend," "expended," and "expenditure" shall include all amounts obligated or committed by Contractor by written agreement (including unilateral purchase orders) for expenditure on the Project.

6.2 Financial Limitations.

6.2.1 **County Budget.** Contract Funds will be provided as further set forth in Attachment C, "Program/Project 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/Project 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 **Grant Budget.** A budget must be prepared for the Project and be submitted to the County for review prior to its start. The budget must be approved by County and is attached to this Contract as Attachment C. The Budget shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total Project cost to be paid or reimbursed to the Contractor for that Project, as provided herein.

6.2.3 **Budget Adherence.** Contractor shall adhere to the requirements of the Budget as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget as such changes are necessary and as provided for in Section 3.0, "Amendments," of this Contract.

6.2.4 **Unspent Funds.** Contractor and County agree that any unspent Grant Funds from this Contract remaining at the end of the Fiscal Year may not be automatically carried over into the next program year unless funds are reprogrammed as identified in this Contract or the Grant. Any Grant Funds that have not been expended by the end of the Contract Term, Contractor shall refund, release or transfer said amount back to County within thirty (30) days of the end of the Contract Term. Any Grant Funds held by County at the end of the Contract Term

or refunded, released or transferred to County shall be reallocated by the County for a community development project.

6.2.5 Grant Funds. Should Grant Funds from any individual source identified in this Contract be withdrawn, decreased, or otherwise not provided to County by congressional action, HUD rules and regulations, or other lawful directive, the County's not-to-exceed amount in Section 13.0 above shall be reduced accordingly. County shall advise Contractor of any decrease provided by Contractor after such notice. After such notice from County, Contractor shall immediately modify or reduce the scope of work or cease expenditures hereunder as directed. Notwithstanding Section 13.0, funds from any Grant funding source are available only during the term of that Grant, according to the terms of the Grant. All services shall be performed by Contractor in accordance with applicable HUD requirements and all requirements of this Contract, and payment will be contingent thereupon.

6.2.6 Budget Period Limits.

(a) 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.

(b) Contractor expressly acknowledges and agrees that County funding obligations from County general revenue funds can ONLY be incurred for the portion of any Contract Term and that County funding obligations from Grant funds can only be incurred for the portion of any Contract Term corresponding to a time period included in the grant budget for any one Fiscal Year.

(c) In no event shall any provision of this Contract or any agreement subject to this agreement be interpreted to obligate the County for County general revenue funds beyond those general revenue funds approved by the Commissioners Court for any Fiscal Year/budget period. Advances and payments by County during the Initial Term or any Contract Term shall be subject to the Fiscal Year limitations applicable to this agreement under Section 13.0.

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. GOV'T. 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.

7.6 Financial Standards.

7.6.1 Grant Funding Standards. Contractor shall, for any part of this Contract funded by Grant Funds, perform in a satisfactory manner, financial activities in accordance with all applicable state, federal and other applicable Grant requirements, including financial requirements in Office of Management and Budget (OMB) Circulars A-87 (2 CFR 225), A-21 (2 CFR 220), A-122 (2 CFR 230), and A-133 audit requirements, and Texas' Uniform Grant Management Standards and any others which may be added by applicable law, rule, regulation or Grant during the term of this Contract. Contractor shall, and shall require all Subcontractors to, comply with the applicable uniform administrative requirements set forth at 24 CFR Section 570.502, and with the policies, guidelines and requirements of OMB Circular A-102 or A-110 (2CFR 215), as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Contractor agrees to adhere to the accounting principles and procedures referenced above and to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7.6.2 Financial Procedures. Contractor agrees, and agrees to require all Subcontractors to agree, to perform all Grant activities pursuant to procedures developed by the County Auditor; including financial reporting, record-keeping, and site visit protocols for Contractor as subrecipient and for Contractor's Subcontractors. Should Contractor or Subcontractor(s) disagree with such a procedure or protocol and such disagreement cannot be resolved by discussion with the County Auditor, the Contractor or Subcontractor's sole remedy is to terminate this Contract pursuant to Sections 18.0 and 19.0.

7.6.3 Fiscal Reports. In addition to reporting requirements in Section 9.0 (and other applicable provisions), Contractor shall provide reports on financial operations as reasonably requested by the County Auditor when necessary to monitor financial activities under the terms of an applicable Grant.

7.6.4 Basis of Accounting. Contractor shall perform financial activities in a satisfactory manner and in accordance with a basis of accounting consistent with state and federal law.

7.6.5 Maintenance of Funds. Each funding source included in Section 13.1.1 must have a separate accounting, and funds from separate sources cannot be commingled. The Contractor shall 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 shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflects and identifies revenues and expenditures and their respective sources 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 13.5.6 upon request of County.

7.6.6 Internal Control.

(a) Internal Systems. Contractor shall establish, maintain, and utilize internal control systems and procedures reasonably sufficient to prevent, detect, and/or correct incidents of waste, fraud and abuse and to provide for the proper and effective management of all program and fiscal activities funded by this Contract.

(b) Documentation. Contractor's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for monitoring by County.

(c) System Failure. County may withhold payment and immediately suspend Contractor's performance of this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement or other serious deficiencies in Contractor's performance. Suspension shall be a temporary measure pending the corrective action by Contractor or a decision by County to terminate this Contract. Contractor shall fully cooperate with County's efforts to detect, investigate and prevent waste, fraud, and abuse, and shall immediately notify County of any identified instances of waste, fraud or abuse.

7.6.7 Fiscal Records. Contractor shall create and maintain all fiscal necessary records and documentation for all expenditures pertaining to this Contract in accordance with Generally Accepted Accounting Principles (GAAP) or with a comprehensive basis of accounting consistent with state law and approved by County; and, such records shall be kept in a readily available state and location until a financial audit in conformance with generally accepted auditing standards is completed and all questions arising from it are resolved satisfactorily or three (3) years after the end of the Contract period, whichever occurs later.

7.6.8 Source of Funds. The Parties agree that Contract Funds under this Contract are provided by:

(a) Community Development Block Grant

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 or Grantor.

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, including applicable Grant Term requirements; or any payment for services or activities not provided pursuant to the terms of this Contract or applicable Grant terms.

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 and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) or A-21 (2 CFR 220), as applicable;

(d) included and identifiable in Contractor's budget document attached to this Contract as required in this Contract;

(e) incurred and paid as set forth in Section 8.1.1, and other applicable provisions; and

(f) if paid with Grant Funds, incurred in conformance with and as authorized under the terms of the Grant.

8.4 **Indirect Costs.** Indirect Costs, as defined by generally accepted accounting principles, including OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) or A-21 (2 CFR 220), as applicable, are not considered to be allowable costs under this Contract. Indirect costs may be allowed under Grant terms, subject to Section 8.8(j), and approval by County.

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. No travel expense will be paid using Grant Funds unless authorized by the applicable Grant terms and this Contract.

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). Department cannot authorize as an allowable cost items which are not allowable under the terms of any applicable Grant funding agreement or which have not received an authorized budget appropriation.

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.
- (j) Indirect costs, as defined by OMB Circular A-87 (2 CFR 225), A-21 (2 CFR 200) or A-122 (2 CFR 230), as applicable.

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.
- 9.1.6 was not authorized under applicable Grant terms.

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 unless Contractor is receiving Grant Funds and notifies County that a longer period is needed because of requirements directly related to Grant requirements.

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.
- (c) the County Contract Funds appropriated for this Contract are not Grant Funds.

10.1.7 Audit Requirements. Any deficiencies noted in audit reports must be fully cleared by the Contractor within thirty (30) days after receipt by the Contractor. Failure of the Contractor to comply with the audit requirements in this Section 10.0 may result in the withholding of future payments.

10.2 County Audit. Notwithstanding Section 10.1, County reserves the right to conduct a financial, compliance, and/or performance audit of the Contract annually or as often as necessary to meet the Monitoring Plan per Grant requirements. 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 Specific. Contractor shall maintain all records required by Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Contract. Such records shall include, but not be limited to the following (and all other records as required under this Contract):

- Records providing a full description of each activity undertaken

- Records demonstrating that each activity undertaken meet the National Objectives of the CDBG program of benefiting low- and moderate-income and/or at or below eighty percent (80%) median Family Income persons
- Records required to determine the eligibility of activities
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- Financial records as required by 24 CFR 570.501 and 24 CFR 84.21-28 and
- Other records necessary to document compliance with Subpart K of 24 CFR Part

570.

10.4.4 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.

10.5 Grant Audit Requirements.

10.5.1 Financial Records. Contractor shall maintain adequate financial records for all work related to Grant Activities, as prescribed by 24 C.F.R., Part 84 and shall make such records available for audit by County and others as set forth in this Section 16.5. Contractor shall also maintain such records as are deemed necessary by the County to assure proper accounting for all costs, including expenditure of incentive monies, if applicable. All of the records specified in this Section 16.5 shall be retained as specified herein. Contractor shall have audits conducted in accordance with, as applicable, OMB Circular A-133 and to complete an Administrative Fiscal Review ("AFR") annually until Project close out.

10.5.2. Examination. All records, books, documents, accounting procedures, or practices relating to Grant Activities and utilizing Grant Funds shall be subject to examination and/or audit in accordance with all applicable state and federal laws, rules, regulations or directives, by the County, the Grantor agency, HUD, the Inspector General or any of their duly authorized representatives as applicable during normal business hours, as often as deemed necessary to audit, examine and make excerpts or transcripts of all relevant data. Contractor shall direct that any Subcontractor with whom it has established a contractual relationship to discharge the Contractor's Grant obligations under this Contract to likewise permit the County and, if applicable, HUD, the Inspector General or any of their duly authorized representatives, to have rights of access to, inspection of, and reproduction of all books and records of the Subcontractor(s) that pertain to Grant Activities provided under this Agreement.

10.5.3 Maintenance. Contractor shall maintain and retain for a period of four (4) years after the forgivable loan terms or until full and final resolution of all audit or litigation matters which arise before the expiration of the four (4) year period, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this Contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records which may show the basis of the allowable cost charges made.

10.5.4 Sub-recipient. In order to comply with the monitoring and auditing requirements governing this Contract, Contractor is considered a sub-recipient of federal Grant Fund under the Catalog of Federal Domestic Assistance, CFDA Number 14.218, CDBG funds. All accounting records should identify the source of Grant Funds received by Contractor under this Contract as federal Grant Funds passed through from the County. Contractor must also identify the source of any funds received from any other grant sources on respective accounting records.

10.5.5 Grant Audit. In addition to other requirements of the Contract, funds received pursuant to this Contract shall be audited in accordance with OMB Circular A-133 by the Contractor's independent auditor. Contractor shall give the County a copy of the entire auditor's report and management letter within sixty (60) days of the completion of the audit.

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.

11.1.4 Any specific Grant requirements for such transfer have been met.

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. The terms of this Section 13.1 apply only insofar as allowed by the Grant.

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.**

(a) **General.** 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 and the Grant.

(b) **Grant Project(s) or Activities.** The activities or projects to be conducted under this Contract are listed in the County's CDBG Program Year 2013, as amended on February 4, 2014, as submitted to HUD, and are generally described as follows and referred to as the "Project:"

<u>PROJECT NUMBER</u>	<u>PROJECT TITLE</u>	<u>PROJECT TOTAL</u>
HSFG04;101482	Fair Housing and Tenants' Rights Counseling	\$49,999.00

Further description of the services to be provided under the Project are as set forth in this Contract in full.

(c) **National Objectives.** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low and moderate income persons and/or at or below eighty percent (80%) Median Family Income; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

(d) **Contractor Certification.** The Contractor certifies that the activities carried out under this Project, 51% of those served will benefit households at or below eighty percent (80%) of the Median Family Income, as articulated in the Program Work Statement in Attachment B. Eligibility is established in accordance with annual income requirements as defined in 24 CFR Part 5 for each applicant and will be determined by Contractor prior to provision of any services under this Contract. For the Contractor to use an acceptable alternative, prior permission must be received in writing by the County. The outreach and training activities are exempt from this criteria.

(e) Total Expenditure. Contractor will make a good faith effort to expend the total amount specified in Section 13.0 within the Contract Term. Contractor's costs and expenditures, however, shall not exceed the total amount set forth in this Contract. County shall not be liable for nor reimburse Contractor for any extra costs or overruns on the Project or any additional funding in excess of the total amount stated in Section 13.0 which may be required to meet the National Objective identified herein, without prior written amendment of the Contract in accordance with Section 3.0.

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.

14.1.3 Assurance of Intent. Whenever County in good faith has reason to question Contractor's intent to perform, County may demand that Contractor have written assurance of their intent to perform. In the event a demand is made by County and Contractor gives no assurance within thirty (30) days of receipt of the written notice of such demand, County may treat this failure as an anticipatory repudiation of this Contract.

14.1.4 Grant Funded Activities - Requirements by Funding Source. The Parties understand and agree that the Contract Funds for this Contract may come from several sources and those funding sources may have different or additional performance and financial requirements. Where the funding source is a federal, state or other grant, the following will apply:

(a) Performance Requirements. Contractor agrees to perform all Grant activities pursuant to the requirements of the Grant, including but not limited to those documents attached to this Contract and all other applicable Grant requirements (in place at the time of execution of this Contract or as amended during the term of this Contract) in this Contract.

(b) State, Federal and other Grant Requirements. Contractor also agrees to comply with all applicable State, Federal and other Grant Requirements in place at the time of execution of this Contract or as amended during the term of this Contract.

(c) Subcontractor Requirements. Contractor will ensure that all providers of services under this Contract (Subcontractors) receiving Grant Funds for Grant services provided under this Contract and managed by Contractor are contractually required to meet all applicable state, federal or other Grant requirements as well as applicable terms and performance requirements of the Grant in place at the time of execution of this Contract or as amended during the term of this Contract. Contractor will be responsible for timely identification of any potential sub-recipients as defined by the Grant, specifically OMB A-133, and applicable state and federal and other requirements and will notify County of any such potential sub-recipients prior to contracting for Grant services in order to secure County approval of such sub-recipient and to establish an appropriate advance agreement on the terms and conditions of the sub-award.

(d) Certifications and Assurances. Contractor agrees to provide, and to require all Subcontractors to provide, all required assurances for the receipt and expenditure of state, federal and other Grant Funds as requested by County. Contractor and all of Contractor's services providers (Subcontractors) receiving Grant Funds shall provide to County the following assurances prior to receipt of payment by County for any Grant Activities utilizing Grant Funds (and others as reasonably required by County pursuant to any applicable laws, rules, regulations or Grant requirements):

- (i) CDBG Certifications
- (ii) Assurances - Non-Construction Programs Standard Form 424B
- (iii) Disclosure of Lobbying Activities

(iv) Certification Regarding Maintenance of Effort

Copies of the required forms are included in this Contract as Attachment O. Contractor, and all Subcontractors, shall provide all other necessary documentation as required by this Contract and the Grant, and as directed by County, including but not limited to those attached to this Contract.

(e) Grant Term. Services and activities, including all reporting requirements, relating to Grant Activities provided under this Contract shall be provided in accordance with time and date specifications set forth in the Grant under this Contract.

(f) Precedence. All services and activities provided by Contractor related to Grant requirements and paid for by County utilizing Grant Funds ("Grant Activities") shall be specifically subject to terms of this Contract as well as those of the Grant. Should there be a conflict between requirements which cannot be reconciled, as determined by County, then the terms shall be given precedence as follows:

1. Grant
2. Contract

14.1.5 Environmental Responsibilities.

(a) Contractor shall comply with the program requirements set forth at 24 CFR Sections 570.600 - .603 and Sections 570.605 - .614. Contractor shall not be required to assume the environmental responsibilities described at 24 CFR Section 570.604 nor shall Contractor assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

(b) The Project is exempt from environmental review as defined in 24 CFR Part 58 and completing the environmental review in compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended, NEPA related Statutes and Authorities (24 CFR Part 58.5 and 58.6), and HUD environmental standards (24 CFR Part 51) (including any updating necessary to bring the review in line with applicable requirements). Of these requirements, Contractor is responsible for no environmental work. The County has provided the appropriate exemptions.

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.**

14.3.1 **General 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.

14.3.2 **Project Responsibility.** County Department is hereby designated as the representative of County regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of the Contractor against goals and performance standards required in this Contract. Substandard performance as determined by County will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by County (as specified in this Contract), suspension or termination procedures may be initiated which may result in withdrawal or termination of funding.

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").**

14.6.1 **General.** 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.

14.6.2 **Grant Property.** If any Grant requirement related to ownership of Property, Capital Acquisition or Real, conflicts with those requirements set forth in this Contract, then Grant requirements will apply to the extent necessary. Contractor shall comply with 24 CFR, Sections 570.502-.505 and 24 CFR Par 84, as applicable, and County policy regarding the use, maintenance and disposition of Property (Capital Acquisition and Real). This Project is not intended to purchase real estate.

14.6.3 **Procurement.** Contractor shall ensure that all purchases of materials, Property (Capital Acquisition and Real) or services made using County Contract Funds or Grant Funds provided under this Contract, either by Contractor or Subcontractor(s), will be made according to established statutory requirements relating to competitive bidding, and in accordance with the Procurement Standards of OMB Circular A-110, as implemented at 2 CFR 215 and 24 CFR Sections 84.40 - .48. In the event that procurement standards of the Contractor are more restrictive than those in 2 CFR 215, the more restrictive standards and requirements will apply. Contractor shall undertake to

insure that all Subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all Subcontracts shall be forwarded to County along with documentation concerning the selection process.

14.6.4 **Real Property.** Written notification must be given to the Department pursuant to the "Notice" provision of this Contract within five (5) calendar days of purchase. Such notice shall contain all necessary information as required by the Grant terms and other information as reasonably required by County. Contractor will provide Department with an annual inventory of Real Property purchased with Contract or Grant Funds and sold within fifteen (15) days of the end of the Fiscal Year. This Contract is not intended for real property acquisition.

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, including applicable Grant terms.

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, as applicable, 15 CFR Part 26, "Government-wide Debarment and Suspension," 24 CFR Part 84.13(a) and 24 CFR Part 24. 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 L) 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.

15.5 **Maintenance of Effort.** Contractor acknowledges and agrees that Contract Funds will be utilized to supplement rather than supplant funds otherwise available, and may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Contractor had this Contract never been executed.

16.0 **COMPLIANCE**

16.1 **Federal, State and Local Laws.**

16.1.1 **General Compliance.** 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; Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; the Age Discrimination Act of 1975, Executive Order 11063; Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 1327; applicable provisions of HCDA; and 24 CFR 570.601-.602. 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.

16.1.2 **Grant Compliance.** Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development Regulations Concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Contractor does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) Contractor does not assume County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this Contract.

16.1.3 "Section 3" Clause.

(a) Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the Federal financial assistance provided under this Contract and binding upon the County, the Contractor and any of the Contractor's Subcontractor(s). Failure to fulfill these requirements shall subject County, Contractor and Subcontractor(s), the successors and assigns, to those sanctions specified by the Contract through which Federal assistance is provided. Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

(b) Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all Subcontracts executed under this Contract:

The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provided economic opportunities for low and very low persons residing in the metropolitan area in which the Project is located.

(c) Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing within the metropolitan area in which the CDBG-funded Project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with housing construction. Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

(d) Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(e) Contractor will include this Section 3 clause in every Subcontract and will take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the grantor agency. Contractor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

16.1.4 Relocation, Real Property Acquisition and One-For-One Housing Replacement.

(a) Compliance. Contractor agrees to comply with:

- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
- the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and
- the requirements in 24 CFR 570.606(d) governing optional relocation policies.

(b) Relocation. Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Contractor also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

(c) Records. Records to ensure the transaction met voluntary acquisition standards as identified in 49 CFR Part 24 must be kept on file and turned in with requests for payment.

(d) The Project may not displace persons temporarily or permanently as defined in the above-mentioned regulations.

16.1.5 Hatch Act. Contractor agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct or political activities in violation of Chapter 15 of Title V of the U.S.C.

16.1.6 Drug-Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C., Section 701, Contractor certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 24 CFR part 24, subpart F.

16.1.7 Environmental Conditions.

(a) Air and Water. Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

16.1.8 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

16.1.9 Lead-Based Paint. Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

16.1.10 Historic Preservation. Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

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. GOV'T. 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).

17.1.3 Grant Retention. Other provisions in this Contract notwithstanding, Grant related records shall be retained for the periods set forth at 24 CFR Section 570.502(b)(3)(ix) and 24 CFR Section 84.53. The retention period for individual CDBG activities shall be four (4) years after the project is mentioned in the Consolidated Annual Performance Report. Records for non-expendable property acquired with funds under this Contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the four-year period, whichever occurs later. Where requirements under this Section 8.2.1 (b) conflict with any other retention requirement in this Contract, the longer requirement shall apply.

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
- (m) Newspapers Contacts, invoices or outreach logs
- (n) Any other information required by the Grant

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 as required by the Grant.

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 the Grant, 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.

17.6 **Rights to Materials.** Subject to Sections 14.10 and 14.11, all reports, charts, schedules, records or other appended documentation of Contractor which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Contractor to County or created by Contractor under this document are the property of County.

17.7 **Property Records.** Contractor shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

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. Such reports will conform with all requirements set forth in the Subrecipient Manual. Performance reports will identify data as it relates to different funding sources where applicable, and shall contain, at a minimum, the current performance status of the Project, the costs and contractual commitments incurred to date that have been charged to the Project, the beneficiaries of the Project, the money leveraged by CDBG-funded Activity and any information relating to the HUD performance indicators.

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. Contractor's obligation to County shall not end until all close-out requirements, which are set forth at 24 CFR Section 570.509, are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Contractor has control over CDBG funds or assets, including program income, affordability periods, forgivable loan terms or shared gap appreciation loan terms.

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.

18.10 **Program Income.**

18.10.1 **Return to County.** All program income, as defined at 24 CFR Section 570.500(A), will be returned to County as outlined in 9.11.3. Program income is defined in Paragraph 570.500(a) of the Rules and Regulations as gross income received by the Contractor which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR Section 570.500(a)(4).

18.10.2 **Definition.** For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received under this Contract. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of the Contractor provided as a result of this Contract; and payments from clients or third parties for services rendered by the Contractor pursuant to this Contract.

18.10.3 **Monthly Report.** Contractor shall report on a monthly basis, and return to the County all program income received or accrued during the preceding month. Alternative arrangements to this requirement may be made

only upon written request to and written approval by the County.

18.10.4 Inclusion – Subcontracts. Contractor shall include this Section 9.11 in its entirety, in all of its Subcontracts involving income-producing services or activities.

18.10.5 Prior Determination. It shall be Contractor's responsibility to obtain from the County a prior determination as to whether or not income arising directly or indirectly from this Contract, or from the performance thereof, constitutes program income, and unless otherwise approved in writing by the County, the Contractor shall be responsible to County for the repayment of any and all amounts determined by the County to be program incomes.

18.10.6 Transfer. Any program income (as defined in this Section 9.11) in possession of Contractor that has not been returned to County when this Contract expires or is terminated, or is received by Contractor after this Contract expires or is terminated, shall be transferred or paid to County in accordance with the provisions of this Contract.

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 according to the terms of this Contract and the Grant for invoices for performance of governmental functions and services under this Contract from current revenue funds or Grant 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 for performance of governmental functions and 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.

20.4 Median Family Income Guidelines. County, through County Department, shall notify Contractor of any changes in the Median Family Income Guidelines that occur during the Contract Term.

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.

22.8 **Grant Termination.** All other provisions notwithstanding, termination of any Grant-related portions of this Contract will be done according to applicable Grant provisions.

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 **Small and Minority Firms and Women's Business Enterprises.**

24.5.1 The County will take all affirmative steps to assure that small and minority firms and women's business enterprises are used when possible.

24.5.2 These affirmative steps include:

i. placing qualified small and minority businesses and women's business enterprises

on solicitation lists;

ii. assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

iii. dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and with women's business enterprises; and

v. using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

24.5.3 If subcontracts are to be let, the Contractor shall take the affirmative steps listed in Subsection 21.4.2 above, to assure that small and minority firms and women's business enterprises are used when possible.

24.5.4 To assure that small and minority businesses and women's business enterprises are used when possible, the County's Historically Underutilized Business Program (HUB) will be followed. The

Contractor agrees to maintain a subcontractor relationship with any HUB Subcontractors identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form. Identification of this relationship should be accomplished through completion of a Notice of Intent (NOI) to Subcontract with HUBs Form, attached hereto as part of Attachment Q and made a part hereof. The NOI form should be signed by both the Contractor and HUB subcontractor, with a separate form submitted for each subcontractor, and provided to the Purchasing Agent after Notification of Contract Award but before beginning performance of the contract. The Contractor must make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 13.7% for Minority-Owned Business Enterprises (MBE) and an Overall 13.8% for Woman-Owned Business Enterprises (WBE). (*Sub-goals: 1.7% African-American, 970% Hispanic-American, 2.3% Native/Asian-American*) of the Contract Sum. For purposes of this Contract, all references to "HUB" means "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subcontractor participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Contractor's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

24.5.5 The Contractor may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

24.5.6 During the term of this Agreement, the Contractor is encouraged to inform the County of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

24.5.7 During the performance of this Contract, the Contractor is requested to provide payment information on each HUB subcontractor using the attached HUB Subcontractor Payment Report Form, attached hereto as part of Attachment Q and made a part hereof. This form should be submitted with each invoice from

which a HUB subcontractor will be paid.

24.5.8 No changes or substitutions shall be made for the HUB subcontractor unless such substitution is also a HUB. Any substitution or changes must have prior approval of the Travis County Purchasing Agent or HUB Coordinator. To request a change, the HUB Subcontractor/Subconsultant Change Form, attached hereto as part of Attachment Q, must be completed and submitted to the County Purchasing Agent. Should there not be a HUB firm available as a replacement, Contractor may request an exemption from this requirement from the Purchasing Agent or HUB Coordinator. For additional information, refer to the completion instructions on the forms.

24.5.9 The County encourages the fostering of mentor/protégé relationships through the Community Mentor Protégé Initiative, and Travis County Purchasing Office HUB staff will cooperate with and assist the Contractor in initiating and/or developing such efforts.

24.6 **Opportunity.**

24.6.1 **Affirmative Action.** Contractor agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107. Contractor shall provide an Affirmative Action Plan within sixty (60) days of execution of this Contract. Appropriate affirmative marketing procedures include, but are not limited to, actions to provide information and otherwise attract eligible persons from all racial, ethnic and gender groups in the housing market area to available housing. The procedures and requirements must include methods for informing the public, owners, and potential tenants about fair housing laws and policies so as to ensure that all individuals, without regard to race, color, national origin, religion or sex are given an equal opportunity to participate in the program. The Contractor shall be solely responsible for the effective marketing responsibilities necessary to achieve the goals for the Project.

24.6.2 **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.** Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

24.7 **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.

24.8 **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.

25.2 **Subcontractor Monitoring.** Contractor will monitor all subcontracted services on a regular basis to assure Contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

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 East 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:

Ms. Kathy Stark
Executive Director
Austin Tenants' Council
1640-B E. 2nd Street, Suite #150
Austin, Texas 78702

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

26.6 Notice to Unions. Where applicable, Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the Contractor's commitments under this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

27.2.3 Contractor agrees to abide by the provisions of 24 CFR 84.42 and 570.611 relating to the award and administration of contracts supported by Federal funds.

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.**

31.7.1 **County Requirement.** 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.

31.7.2 **Grant Requirement.**

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of

of
Federal
and the
grant, loan

it, 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 the awarding of any Federal contract, the making of any grant, the making of any Federal loan, the entering into of any cooperative agreement, extension, continuation, renewal, amendment, or modification of any Federal contract, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) It will require that the language of subparagraph (d) of this Section 28.7.2 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractor(s) shall certify and disclose accordingly.

(d) **Lobbying Certification.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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 38.8, 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: NAME OF AGENCY

By: *Kath Stark*
Its Duly Authorized Agent
Printed Name: Katherine Stark
Title: Ex Director

Date: 5/16/14

TRAVIS COUNTY



By: _____
Samuel T. Biscoe
County Judge

Date: _____

County Approvals:

As to Legal Form:
Mary Elizabeth Gahank
Assistant County Attorney Date: 5/19/14

Funds Certified By:

Nicki Riley, County Auditor Date: _____

Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

ATTACHMENTS

- Attachment A – Program Cover Page – Form #2 (NOT APPLICABLE)
- Attachment B – Program Work Statement – Form #3
- Attachment C – Program Budget – Form #4
- Attachment D – Program Budget Narrative – Form #5 (NOT APPLICABLE)
- Attachment E – Total Program Staff Positions and Time – Form #6 (NOT APPLICABLE)
- Attachment F – Total Program Funding Summary – Form #7 (NOT APPLICABLE)
- Attachment G – Subcontracted Expense Form – Form #8 (NOT APPLICABLE)
- Attachment H – Performance Measure Definition Tool – Form #9 (NOT APPLICABLE)
- Attachment I – Financial Reports/Forms
 - (a) Exhibit 1 – Compliance Certification Form
 - (b) Exhibit 2 – Payment Request Form
 - (c) Exhibit 3 – Expenditure Report Form
 - (d) Exhibit 4 – Budget Revision Form
 - (e) Exhibit 5 – Instructions for County Invoicing
- Attachment J – Insurance Requirements
- Attachment K – Ethics Affidavit
- Attachment L – Debarment Form
 - (a) Exhibit 1 – Contractor Verification Form
- Attachment M - Project Schedule
- Attachment N - Section 3 Forms
 - (a) Exhibit 1 – Section 3 Income Limits
 - (b) Exhibit 2 – Section 3 Local Opportunity Plan
 - (c) Exhibit 3 – Section 3 Definitions
 - (d) Exhibit 4 – Resident Employment Opportunity Data
 - (e) Exhibit 5 – Section 3 Report
 - (f) Exhibit 6 – Section 3 Certification
- Attachment O - CDBG Certifications and Assurances
 - (a) Exhibit 1 - Certification Regarding Maintenance of Effort
 - (b) Exhibit 2 - Assurances Non-Construction Programs
 - (c) Exhibit 3 - Disclosure of Lobbying Activities
- Attachment P- Travis County Auditor Authorization Agreement for Direct Deposit (ACH Credits)
- Attachment Q - HUB Forms
 - (a) Exhibit 1 - Notice of Intent to Subcontract with HUB
 - (b) Exhibit 2 - Travis County HUB Subcontractor Payment Report
 - (c) Exhibit 3 - HUB Subcontractor/Subconsultant Change Form
- Attachment R - Program Requirements (NOT APPLICABLE)
 - (a) Program Guidelines (NOT APPLICABLE)
 - (b) Construction Standards (NOT APPLICABLE)
- Attachment S - DUNS & SAM Registration
- Attachment T - FFATA Certification Form

ATTACHMENT B
Form #3

PROGRAM WORK STATEMENT

Fair Housing Counseling, Outreach & Training Program

The SUBRECIPIENT will use CDBG funds as set forth in the budget documents to finance fair housing counseling, tenants rights counseling and mediation and outreach in the unincorporated areas of Travis County and the Village of Webberville.

The major tasks that the SUBRECIPIENT will perform include, but are not necessarily limited to the following:

1.0 Fair Housing Counseling.

The Austin Tenants' Council will intake and process 35 fair housing complaints in the unincorporated areas of Travis County and Village of Webberville which may include assisting clients with reasonable accommodations/modifications, testing allegations of discrimination, intervening on behalf of a client to resolve the housing issue through mediation, assisting in filing complaints of discrimination with the U.S. Department of HUD, and/or assisting with a referral to an attorney to pursue legal remedies. The length of time spent working on a fair housing intake varies tremendously based on what actions must be taken to assist the client. There are cases that are worked for multiple years due to the length of time that the administrative process takes and legal process if a lawsuit is filed. The intake and processing of a complaint will cost \$813 per intake conducted, regardless the time taken to complete work on the complaint, for a total of \$28,455.

The Austin Tenants' Council will promote the Fair Housing Program in the unincorporated areas of Travis County and the Village of Webberville by working cooperatively with community groups. ATC will distribute fair housing materials created under previous FHIP programs. ATC will also attend meetings with local social service groups to promote the Fair Housing Program in Travis County and the Village of Webberville. ATC will make 30 contacts as described above at a rate of \$200 per contact for a total of \$6,000.

2.0 Landlord/Tenant Counseling.

The Austin Tenants' Council will provide direct counseling and technical assistance of low income renters regarding tenants rights and responsibilities. ATC will provide counseling to 32 clients at a rate of \$267 per attendant for a total of \$8,544.

The Austin Tenants' Council will target local newspaper outlets with a media campaign by purchasing at least 7 fair housing advertisements in local print media. The media campaign will average approximately \$1,000 per newspaper for a total of \$7,000.

3.0 GOALS AND OBJECTIVES.

3.1 Fair Housing Counseling

3.1.1 **National Objective.** The national objective for CDBG funds under this Contract is Low to Moderate Income Clientele as defined in 24 CFR Part 570.208(a)(2).

3.1.2 **Activity.** Offeror will act to provide fair housing services and related outreach to eligible people. This eligible activity is defined in 24 CFR Part 570.201(e).

3.1.3 **Goal.** The goal for performance under the Contract is to improve the availability of services for low to moderate income households.

3.1.4 **Performance Indicators/Objectives.** Performance Indicators/objectives include the following: Increased access to fair housing counseling for low and moderate income households.

3.1.5 **Number of Households.** An estimated 35 households will be assisted and 30 community outreach contacts will occur during the award period.

3.2 Landlord/Tenant Counseling

3.2.1 **National Objective.** The national objective for CDBG funds under this Contract is Low to Moderate Income Clientele as defined in 24 CFR Part 570.208(a)(2).

3.2.2 **Activity.** Offeror will act to provide tenants rights services and related outreach to eligible people. This eligible activity is defined in 24 CFR Part 570.201(e).

3.2.3 **Goal.** Performance Indicators/objectives include the following: Increased access to tenant/landlord counseling for low and moderate income households.

3.2.4 **Performance Indicators/Objectives.** Performance Indicators/objectives include the following: Number of people counseled and advertisements placed.

3.2.5 **Number of Households.** An estimated 32 households will be assisted and 7 newspaper ads community outreach contacts will occur during the award period.

**ATTACHMENT C
Form #4**

PROGRAM BUDGET

Fair Housing Counseling, Outreach & Training Program

Full Program Budget Summary

A. Fair Housing Counseling & Related Outreach	\$34,455
B. Landlord/Tenant Counseling & Related Outreach	\$15,544
Total Funding Requested	\$49,999

Task	# of Units	Rate per Unit	Flat Fee Per Unit
Fair Housing Counseling	35	\$813	\$28,455
Community Contacts	30	\$200	\$6000
Tenant/Landlord Counseling	32	\$267	\$8544
Newspaper Ads	7	\$1000	\$7,000

ATTACHMENT I

FINANCIAL FORMS

To invoice for services rendered, a series of forms are provided. All forms must be filled out completely in order to receive reimbursement.

- Exhibit 1: Compliance Certification Form
- Exhibit 2: Payment Request Form
- Exhibit 3: Expenditure Report Form
- Exhibit 4: Budget Revisions Request Form
- Exhibit 5: Instructions for County Invoicing

Attachment I, Exhibit 1: Compliance Certification Form

Compliance Certification form – CDBG Subrecipient Contract

IMPORTANT: this completed form must be submitted with each monthly invoice



Vendor: [Austin Tenant's Council](#) Project: [PY 12 Fair Housing and Outreach and Training](#)

Payment requested: month: _____, 2013 Payment requested from: X TRAVIS COUNTY

The following items must be itemized in the current approved project budget, OR written prior approval by TCHHSVS regarding these items must be attached to the Payment Request. *(Mark any that apply to this month)*

Consultant/professional services or subcontracts
 Reimbursible expenses
 Overtime expenditures if any followed contract requirements
 None of the above apply to this month

I certify the information reported herein and attached hereto is true, correct, and complete. Please process the attached payment(s). *(Certification required for processing of payment.)*

Contractor _____ Date _____

For TCHHSVS use only:

County funds calculated accurately (to two decimals)
 County program budget not over-spent, per contract
 Service has been received in the HTE system
 Payment Request reviewed for: 1) reporting accuracy 2) expenditures verified and 3) contract compliance.

TCHHSVS Financial Services _____ Date _____

Attach copies of the following to this sheet and mark all that apply:

- Payment Request (verified and approved)
- Expenditure Report (verified and approved)
- Backup for expenditure report
- Budget Revision form (if applicable)
- HUB Report (if applicable)

I certify the information reported herein and attached hereto is true, correct, and complete. Please process the attached payment(s). *(Certification required for processing of payment.)*

TCHHSVS CDBG Program Manager _____ Date _____

I hereby certify that the information reported on this compliance certification form by all parties is true, correct, and complete. I understand that the legality of the payment is dependent on the accuracy of these statements. Please process the attached payment(s). *(Please note, payment will not be processed without this signed certification attached.)*

_____ Date _____
 (signature of County Executive, TCHHSVS)

Attachment I, Exhibit 2: Payment Request Form



PAYMENT REQUEST

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency		Program
Austin Tenant's Council		Fair Housing and Tenants Rights Counseling and Outreach
Contract Term	Contract Number	Contract Approval Date
11/01/2013-09/30/14		
Invoice Number	Month/Year	PAYMENT REQUEST AMOUNT
1	November 2013	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$49,999.00
2. Previous Payments Requested	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested to date (Item 2 plus Item 3)	\$0.00
5. Contract Budget Balance (Item 1, minus Item 4)	\$49,999.00

SECTION III - CERTIFICATION (<i>Must be completed by Contractor</i>)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Preparer's Signature	Title	Date
Authorized Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (<i>TRAVIS CO. Staff</i>)		
Contract Manager's Signature	Name and Title	Date
	Christy Moffett CDBG Planning Project Manager	

SECTION V - PAYMENT APPROVAL - (<i>Travis County FINANCE</i>)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Vendor ID Number	Requisition #	Purchase Order Number

Staff Comments:

Attachment I, Exhibit 3: Expenditure Report Form

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT					Report Period: November 2013		
Invoice #:	1						
Agency:	Austin Tenant's Council		Program:		Fair Housing and Tenants Rights Counseling and Outreach		
Agency contact:	Kathy Stark		Phone:		512/474-7007x113		Current contract term:
E-mail:	kathy@housing-rights.org		Fax:				11/01/13-09/30/14
		Approved Budget		Actual Expenditures & Balance			
Line	Item	Budget	Rate per Unit	Number of Units this billing cycle	Expenditures	Cumulative Expenditures	Budget Balance
1	Landlord Tenant Counseling	\$8,544.00	\$267.00		\$0.00	\$0.00	\$8,544.00
2	Fair Housing Counseling	\$28,455.00	\$813.00		\$0.00	\$0.00	\$28,455.00
3	Community Contacts	\$6,000.00	\$200.00		\$0.00	\$0.00	\$6,000.00
4	Outreach	\$7,000.00	\$1,000.00		\$0.00	\$0.00	\$7,000.00
TOTALS		\$49,999.00			\$0.00	\$0.00	\$49,999.00
Preparer's Signature:						Date:	
Authorized Signature:						Date:	
Travis Co. USE ONLY:							
Reviewed & approved by:						Date:	

Attachment I, Exhibit 4: Budget Revisions Request Form

BUDGET REVISION REQUEST - CDBG Subrecipient Contract					
Travis County Health and Human Services & Veterans Services Department					
Agency Name:	Austin Tenant's Council, Inc.			To be Completed by TCHHS&VS:	
Program Name:	Fair Housing and Tenants Rights Counseling and Outreach			Revision Number:	
Contract Term:				Effective Date for Revision:	
Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - if revised budget line items are approved coordinate with your Travis County contact to create revised monthly expenditure reports.					
Line	Item	Approved Budget	Prior Approval Required Before Adjusting Line Amounts?	Adjustment Amt. (if decrease indicate with a -)	Revised Budget
Unit Costs					
	Landlord Tenant Counseling	\$8,544.00	Yes		\$8,544.00
	Fair Housing Counseling	\$28,455.00	Yes		\$28,455.00
	Community Contacts	\$6,000.00	Yes		\$6,000.00
	Outreach	\$7,000.00	Yes		\$7,000.00
21	TOTAL	\$49,999.00		0.00	\$49,999.00
Preparer's Signature: _____			Date: _____		
Authorized Signature: _____			Date: _____		
Travis Co. USE ONLY:					
Reviewed and Approved By: _____			Date: _____		

Attachment I, Exhibit 5: Instructions for County Invoicing

INSTRUCTIONS for TRAVIS COUNTY INVOICING:**Using the Payment Request/ Expenditure Report and related forms**

***** IMPORTANT: Please carefully read and follow the steps below in the order indicated to prepare and submit monthly invoices using the electronic invoicing spreadsheet forms located in the adjacent tabs of this file *****

GENERAL INFORMATION. This file contains the following spreadsheet tabs, listed from left to right:

Tab 1. This Instructions page - please refer to this page as you prepare your invoices;

Tab 2. Compliance Certification form - [this completed form must be submitted with every invoice](#);

Tab 3. Budget Revision Request form, which must be completed and submitted any time such revision is needed;

Tab 4. HUB Form - this form must be completed as applicable when subcontractors are used.

Tabs 5 & above. The Expenditure Reports and Payment Requests ([follow the detailed instructions below](#)), comprised of linked monthly spreadsheet tabs "Exp Rpt" & "Pay Req", beginning with November 2013.

MAINTAINING the INTEGRITY of FORMS/ LINKS: The cell formulas and embedded links among the forms have been carefully constructed - do NOT change them without consulting us first. The forms may also be password-protected, allowing you to input required data into appropriate cells only. If your invoice forms need any changes, please contact your Travis County Contact for assistance.

MONTHLY EXPENDITURE REPORT ([Complete this form FIRST](#))

1) Enter data only in the cells that are shaded grey.

2) In the "November 2013 Exp Rpt" spreadsheet tab, review and if needed add/correct the appropriate program and agency information near the top. Be sure to include your agency's contact person name/phone/extension.

3) For the Approved Budget column E, review and if needed, contact your TRAVIS COUNTY Contact for necessary changes. Note that all subtotals and totals will calculate automatically. The resulting bottom line total in cell E18 should equal the corresponding total program budget amount for the current contract term.

4) Then in column G "Number of Units this billing cycle", input the actual number for each eligible line item. The expenditure amounts will automatically calculate. Then check all amounts on the sheet for accuracy, and make sure that the correct amounts and other information are carried forward into the remaining monthly "...Exp Rpt" spreadsheets. As each new month is completed in the contract term, you will repeat this step for the corresponding month's Expenditure Report. Be sure to verify the accuracy of all calculations and cumulative amounts, every time you invoice.

PAYMENT REQUEST ([Check/correct this form only AFTER completing the Expenditure Report](#))

5) IMPORTANT: These spreadsheets are designed so that the amounts in each of the Payment Request forms automatically calculate directly from the corresponding Expenditure Report – this means that the two July forms are linked, as are the two August forms, etc. In addition, all of the "...Exp Rpt" and "...Pay Req" forms are linked so that the correct cumulative amounts should automatically be carried forward into the appropriate cells for subsequent months. All amounts in the Payment Requests should be calculated automatically -- your main task for Payment Requests is to verify that all of the amounts are calculated and printed correctly. Most items on the Payment Request should be input or corrected by first adjusting the corresponding linked data in that month's Expenditure Report.

6) Review all fields to ensure they are consistent with the corresponding amounts in the monthly "Exp. Report" worksheet.

7) Review the other "...Pay Req" spreadsheets to ensure that all of the information is accurately carried forward also.

8) To invoice for each upcoming month, [repeat steps listed above](#) for the appropriate pair of monthly sheets, print both sheets, obtain the required signatures, and submit as usual with a completed Compliance Certification form.

SUBMIT YOUR FORMS WITH ORIGINAL SIGNATURES AND ALL APPROPRIATE BACKUP TO: Christy Moffett, HHS/VS, P. O. Box 1748, Austin, TX 78767

ATTACHMENT J**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 may 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:
 - 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.

Additional Insured status for Travis County is **not** required

ATTACHMENT K

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Contractor: _____

County of Contractor _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Affiant has received the list of key contracting persons associated with this Contract which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____,
20__.

Notary Public, State of Texas

Typed or printed name of notary

My commission expires: _____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
May 16, 2014

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velásquez	
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)	CharylN Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
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	
Interim County Executive, Planning & Budget...	Leroy Nellis*	
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 and Public Safety	Roger Jefferies	
Chief Information Officer.....	Tanya Acevedo	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
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	Christopher Gilmore	
Attorney, Land Use Division	Julie Joe	
Director, Transactions Division	John Hille	
Attorney, Transactions Division.	Daniel Bradford*	
Attorney, Transactions Division.	Jennifer Kraber*	
Attorney, Transactions Division.	Elizabeth Winn*	
Attorney, Transactions Division.	Mary Etta Gerhardt	
Attorney, Transactions Division.	Barbara Wilson	

Attorney, Transactions Division. Tenley Aldredge

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Director, Health Services Division	Beth Devery	
Health Services Division.....	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Elaine Casas, J.D.*	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	C.W. 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...	Michael Long, CPPB	
Purchasing Agent Assistant III...	David Walch	
Purchasing Agent Assistant III...	Sydney Ceder	
Purchasing Agent Assistant III...	Ruena Victorino*	
Purchasing Agent Assistant III...	Rachel Fishback*	
Purchasing Agent Assistant III...	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	
HHS-CDBG.....	Christy Moffett	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual 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
Executive Assistant	Barbara Smith	01/15/15
Attorney, Transactions Division.	Jim Connolly.....	02/28/15
County Executive, Planning & Budget....	Leslie Browder	03/31/15

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

ATTACHMENT L

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract. **By signing and submitting this certification, the contractor/potential contractor accepts the following terms:**

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ___YES ___NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

ATTACHMENT L, EXHIBIT 1
 TRAVIS COUNTY
 CDBG
 CONTRACTOR ELIGIBILITY VERIFICATION FORM

Complete one form for each Contractor AND Subcontractor PRIOR to entering into a contractual agreement.

Project Name: _____ Contract Amount \$ _____

The following company is being considered as a possible (check one):

_____ Prime Contractor _____ Subcontractor

The firm is a: (check all that apply):

_____ Sole Proprietorship _____ Partnership _____ Corporation

_____ Owner/Operator _____ Woman Owned Business _____ Section 3 Business

Concern*

(include documentation)

_____ HUB (Historically Underutilized Business)

Company's full legal name: _____

Company's Tax ID # _____ DUNS # _____

CCR Registration (optional): _____

Business Address: _____

Company's Contact for Wage Compliance questions:

Name: _____ Title: _____

Phone # _____ Fax No. _____

e-mail address: _____

Company Principals:

Name	Title	Phone Number

Submit completed form and a screen shot of your DUNS information from the Dunn and Bradstreet website to cdbg@co.travis.tx.us or fax to 512-854-7140 to the attention of the CDBG Program. For questions or to obtain more information regarding the use of this form, contact Christy Moffett at 512-854-3460.

The prime or any subcontractors are prohibited from entering into any formal agreements or have a subcontractor begin work on a project until the Travis County Purchasing Office provides notice that the subcontractor has been cleared.

FOR OFFICE USE ONLY:

Verifications completed:

No Debarred or Suspension Record on sam.gov Date: _____ BY: _____

Registered on sam.gov Date: _____ BY: _____

Section 3 Business Date: _____ BY: _____

Clearance sent to Purchasing: Date: _____ BY: _____

ATTACHMENT M
PROJECT SCHEDULE

Fair Housing and Tenants Rights Counseling and Outreach

Task

Date Achieved

Complete all activities

September 30, 2014

ATTACHMENT N

SECTION 3

Section 3 Overview

Section 3 of the Housing and Urban Development Act of 1968, as amended, requires that recipients of financial assistance provided by the U.S. Department of Housing and Urban Development (HUD), including developers, owners, and contractors and their subcontractors, provide, “to the greatest extent feasible”, training and employment opportunities for low income area residents and contract opportunities for the performance of work by local businesses owned by and/or employing low income residents.

Applicability

Section 3 preference requirements apply to recipients of CDBG for a covered project for which the amount of assistance exceeds \$200,000. Contractors and subcontractors are subject to Section 3 requirements when the amount of assistance exceeds \$200,000 and the amount of the contract or subcontract exceeds \$100,000. If the amount of assistance exceeds \$200,000, but no contract exceeds \$100,000, the Section 3 preference requirements apply only to the recipients. Section 3 applies to subrecipients, professional services or construction work for housing rehabilitation, housing construction or other public construction projects.

Section 3 Residents and Business Concerns

A “section 3 resident” is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended. Refer to Exhibit 1 for a definition of low and very low income resident.

A “Section 3 business concerns” are businesses that can provide evidence that they meet one of the following: 1) 51 percent or more owned by Section 3 residents; or 2) At least 30 percent of its fully time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or 3) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Section 3 Compliance

To comply with Section 3 requirements, the Travis County CDBG program will examine and consider amongst other factors the contractor’s or vendor’s potential for success by providing employment and business opportunities to low- and very low-income residents prior to acting on any proposed contract award. Towards this end, the County will include a local opportunity plan for CDBG-sponsored projects. As part of the response to bid solicitations, request for proposals, services or qualifications, businesses will be

required to certify that a Section 3 Local Opportunity Plan will be submitted to the County if they are awarded a CDBG-funded contract.

Section 3 Local Opportunity Plan

A sample local opportunity plan is attached as Exhibit 2 along with Section 3 definitions on Exhibit 3. Recipients will be expected to maintain documentation of activities and outreach attempts. Recipients can use the form in Exhibit 4 to document the eligibility of their workers as Section 3 eligible residents. Additional information about Section 3 can be found on HUD's website at the following URL:

<http://www.hud.gov/offices/fheo/section3/section3.cfm> .

Reporting

Contractors, consultants, subrecipients and subcontractors will be expected to complete the "Section 3 Report" found in Exhibit 5 to document efforts made to direct the employment toward low-and very low income persons and to document whether Section 3 residents were hired to fill any available positions. Reports must be submitted to the County on a quarterly basis throughout the contract period and a final report will be due 5 days after the project/contract close-out date. The quarterly reports will be due according to the following schedule:

- January 5th for activities undertaken from October through December;
- April 5^h for activities undertaken from January through March;
- July 5th for activities undertaken from April through June; and
- October 5th for activities undertaken from July through September.

If the 5th falls on a weekend or a holiday, the quarterly reports are due to Travis County on the next business day.

Attachment N
Exhibit 1: Section 3 Income Limits

All residents of public housing developments of the Travis County Housing Authority qualify as Section 3 residents. Additionally, individuals residing in Travis County who meet the income limits set forth below can also qualify for Section 3 status.

Eligibility Guideline (Effective December 18, 2013)

Number in Household	Low Income
1 individual	\$42,250
2 individuals	\$48,250
3 individuals	\$54,300
4 individuals	\$60,300
5 individuals	\$65,150
6 individuals	\$69,950
7 individuals	\$74,800
8 individuals	\$79,600

Attachment N
Exhibit 2: Section 3 Local Opportunity Plan

(Name of Contractor), hereby agrees to implement the following specific affirmative action steps to increase the utilization of business concerns located within the Travis County boundaries.

1. Implement procedures to notify Section 3 residents and business concerns about training and employment opportunities generated by Section 3 covered assistance.
2. Implement procedures to notify Section 3 business concerns about the availability of contracting and subcontracting opportunities generated by Section 3 covered assistance.
3. Use notification methods to reach a broad segment of Section 3 residents that may include advertising in local advertising media, placing signs at the project site, contacting the Travis County Housing Authority, and contacting community organizations, employment agencies, and other public or private institutions operating and servicing the project area.
4. Notify potential contractors and subcontractors contemplating work on Section 3 covered projects of their responsibilities.
5. Incorporate the Section 3 Clause (verbatim) into all covered solicitations and contracts as per Section 24 CFR Part 135.38.
6. Refrain from entering into contracts with contractors or subcontractors that are in violation of the Section 3 regulations.
7. Appoint or recruit a staff member to act as Equal Opportunity Officer to coordinate the implementation of this plan.
8. Submit quarterly reports as required by the Travis County CDBG program reporting Section 3 employment activities.
9. Maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

We, the officers / representatives of _____, have read and fully agree to this plan, and agree to become a party to the full implementation of this program. IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this document to be executed in its name on the _____ day of _____, _____.

 Signature of Authorized Representative

 Title

Attachment N
Exhibit 3: Section 3 Definitions

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered projects including management and administrative jobs. Management and administrative jobs include architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g. construction manager, relocation specialist, payroll clerk, etc.

Low Income Person – families (including single persons) whose incomes do not exceed 80% of the area median family income, with adjustments for smaller and larger families.

New Hires – full-time employees for permanent, temporary, or seasonal employment opportunities.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701u)

Section 3 Business Concern – a business concern,

- a. That is 51% or more owned by Section 3 residents; or
- b. Whose permanent, full-time employees include persons, at least 30-percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- c. That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraph “a” or “b” above.

Section 3 Definitions (continued)**Section 3 Covered Assistance** –

- a. Assistance provided under any HUD housing or community development program that is expended for work arising in connection with the construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development funds.
- b. Public housing development assistance provided pursuant to Section 4 of the 1937 Act;
- c. Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- d. Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work generated by the expenditures of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low to very-low income person.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person – families (including eligible single persons) whose income does not exceed 50% of the area median family income, with adjustments for smaller and larger families.

Attachment N
Exhibit 4: Resident Employment Opportunity Data

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program).

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of the _____
 _____ and meet the income eligibility guidelines for a
 low- or very-low-income person as published on the reverse.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

- | | |
|---|---|
| <input type="checkbox"/> Copy of lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of Evidence of participation
in a public assistance program. | <input type="checkbox"/> Other evidence |

Signature _____

Print Name Date _____

**Attachment N
Exhibit 5: Section 3 Report**

Part I Agency and Contractor Information

Subrecipient /Contractor/Subcontractor Name:	Project Name:
	Contract Amount:
Report Date:	Contact Person Name: Phone Number:

Indicate the efforts you made to direct the employment and other economic opportunities generated by the CDBG financial assistance to the greatest extent feasible, toward low-and very low income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- _____ Attempted to recruit low income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which the Section 3 covered project is located or similar methods
- _____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents
- _____ Participated in a HUD program or other program that promotes the award of contracts to businesses that meet the definition of a Section 3 business.
- _____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered projects is located.
- _____ Other; describe below.

Part II Information Regarding Agency/ Contractor Employment

Subrecipient / Contractor/Subcontractor Name:		Project Name:			
		Contact Person Name:			
Report Date:		Phone Number:			
<p>For Subrecipients: Did your agency receive \$200,000 or more of CDBG funds for this project?</p> <p>For Contractors/Consultants: Is your contract in excess of \$100,000? If yes continue, if no then stop. <i>(note for subcontractors: Section 3 applies if the primary contract exceeds \$100,000)</i></p>			Yes	No	
<p>Were there any new hires by your organization that were generated in connection with the CDBG award/project? <i>“New hire” is defined as full time positions that are either permanent, temporary or seasonal. A new hire can be for a new position or replacement of an existing position that became vacant. If yes, please complete the following table in its entirety. If no, then stop.</i></p>			Yes	No	
Job Category	Number of New Hires	Number of New Hires that are Sec 3 Residents	% of Aggregate Number of Staff Hours of New Hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Employees and Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade					
Trade					
Trade					
Other (List)					
Total					

Section 3 resident/employee definition: A resident of public housing (regardless of income), or an individual residing in the metropolitan area or non metropolitan county in which the CDBG assistance is expended and whose income is below 80% of the metropolitan or county median income as published by HUD.

Attachment N
Exhibit 6: Section 3 Certification

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act .
- H. (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and

employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- I. The contractor also agrees to adopt a Local Opportunity Plan, maintain documentation to support its implementation and report not less than a quarterly basis the results of their Section 3 efforts.

Certification

“I certify that I understand and will follow the Section 3 requirements presented above and have the capacity to comply, document, and report as necessary.”

WARNING: Falsifying information on this certification is a felony. HUD will prosecute false claims and statements. Conviction may result in civil and/or criminal penalties. (18 U.S.C. §§ 1001, 1010, 1012, 3559, 3571; 31 U.S.C. §§ 3729, 3802).

Name of Contractor: _____

By: _____

Title: _____

Date: _____

ATTACHMENT O
CDBG CERTIFICATIONS AND ASSURANCES

CDBG Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the subrecipient certifies that:

Affirmatively Further Fair Housing -- The subrecipient will affirmatively further fair housing, which means it will, take appropriate actions to overcome the effects of any impediments identified through that analysis of impediments, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following Travis County's antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - The dangers of drug abuse in the workplace;
 - The grantee's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - Abide by the terms of the statement; and
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - o Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the sub-recipient's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
9. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Consistency with plan -- The housing activities to be undertaken with CDBG funds are consistent with the PY 2011 – 2013 strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Drug-Free Workplace Certification

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

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:
- All "direct charge" employees;
 - all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
 - temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Date

Signature/Authorized Official

Name

Title

Address

City/State/Zip

Telephone Number

ATTACHMENT O, EXHIBIT 1

CERTIFICATION REGARDING MAINTENANCE OF EFFORT
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Community Development Block Grant for the specific contracted activities to be performed by Austin Tenants Council, Inc will be in addition to, and not in substitution for, comparable activities previously carried on without Federal assistance.

Signature of Authorized Certifying Official

Date

Printed Name

Title

ATTACHMENT O, EXHIBIT 2

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

ATTACHMENT P



**TRAVIS COUNTY AUDITOR
AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDITS)**

Company Name: _____

Tax ID Number: _____

This form authorizes Travis County to initiate credit entries to the account and depository financial institution named below. Origination of ACH transactions to this account must comply with the provisions of U.S. law. Travis County is also authorized to direct the financial institution to return any monies deposited in error.

Depository Name: _____ Branch: _____

Address: _____

City: _____ State: Texas Zip: _____

Routing Number: _____ Account Number: _____

This authorization is to remain in full force and effect until Travis County has received written notification of its termination in such time and in such manner as required by Travis County.

Name: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Date: _____ Signature: _____

PRENOTIFICATION POLICY - All additions or changes to the EFT payment system will result in a prenotification being sent to the financial institution. This may result in a paper check being issued until verification is received from the financial institution.

NOTE: WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Print Form

ATTACHMENT Q
HUB FORMS

This Attachment Q contains the following documents:

- EXHIBIT 1: Notice of Intent to Subcontract with HUB
- EXHIBIT 2: Travis County HUB Subcontractor Payment Report
- EXHIBIT 3: HUB Subcontractor/Subconsultant Change Form

**Attachment Q, EXHIBIT 2
TRAVIS COUNTY
 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) - SUBCONTRACTOR PAYMENT REPORT**

PRIME CONTRACTOR/CONSULTANT NAME: _____ AMOUNT OF PRIME CONTRACT: _____

PROJECT TITLE/No. : _____ AMOUNT OF ALL SUBCONTRACTS: _____

TOTAL CONTRACT PERIOD: From: _____ To: _____ PAYMENTS REPORTED FOR THE MONTH OF: _____ 20____

A	B	C	D	E	F	G
NAME OF HUB SUB- CONTRACTOR*	DESCRIPTION OF WORK	ORIGINAL SUB- CONTRACT AMOUNT	INCREASE OR DECREASE (MODIFICATIO N)	REVISED SUB- CONTRACT AMOUNT	PAYMENT THIS PERIOD	CUMULATIVE PAYMENTS

Instructions for completing this form:

- SECTION A:** Name all HUB Subcontractors performing on this project.
- SECTION B:** State the work being performed by the HUB Subcontractors.
- SECTION C:** State the original HUB Subcontractor amount.
- SECTION D:** State any increases or decrease, as a result of contract modifications or change orders, to the original HUB Subcontract (Section C) amount.
- SECTION E:** State the amended HUB Subcontract amount, to the Initial HUB Subcontract amount, as a result of any increase and/or decrease (Section D).
- SECTION F:** State the amount paid to each HUB Subcontractor during this reporting period.
- SECTION G:** State the total amount of payments made to-date (including amount from Section F) to the HUB Subcontractor.

I certify that the information listed on this report is true and accurate to the best of my knowledge. I fully understand that intentionally falsifying information on this document may result in TERMINATION OF MY CONTRACT.

 Printed Name of Contractor Representative

 Signature of Contractor Representative

 Date

 Report Number

PLEASE SUBMIT THIS FORM WITH YOUR MONTHLY INVOICES, PER THE TERMS OF YOUR CONTRACT.

Attachment Q, EXHIBIT 3

**HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM
(ADDITION, SUBSTITUTION, DELETION, REDUCTION, INCREASE)**

CONTRACT #: _____

CONTRACT DESCRIPTION: _____

PRIME CONTRACTOR: _____

REQUESTED BY: _____ CONTACT #: _____

DATE: _____ E-mail: _____

- *OBTAIN PRE-APPROVAL FROM THE TRAVIS COUNTY PURCHASING AGENT AND/OR THE HUB COORDINATOR OF ALL CHANGES INVOLVING CERTIFIED HUB SUBCONTRACTORS.*
- **IF BIDDER HAS DIFFICULTY IN LOCATING CERTIFIED HUB SUBCONTRACTORS CONTACT THE TRAVIS COUNTY HUB COORDINATOR AT (512) 845-4561 OR HUB SPECIALIST AT (512) 854-9914, FOR ASSISTANCE.**

Check reason: Addition Substitution Deletion Reduction Increase

REASON FOR ACTION:

- Unavailable after receipt of reasonable notice to proceed.
- Failure of performance.
- Financial capacity.
- Refusal by the subcontractor to honor the bid of proposal price.
- Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed upon.
- Failure of the subcontractor to meet insurance, licensing, or bonding requirements.
- The subcontractor's withdrawal of his bid or proposal.
- Please provide me with a HUB Subcontractor listing.
- I have already selected a potential HUB Subcontractor for this project. (List below)

SUB TO BE REPLACED: _____

REPLACEMENT: _____

REPLACEMENT'S STATUS:

Certified: HUB _____ M/WBE _____ DBE _____ Non-HUB _____ Unknown _____

INCREASED/DECREASED AMOUNT: Original Amt. \$ _____ New Amt. \$ _____

OTHER COMMENTS:

FAX TO: 512.854.9185 ATTN: HUB OFFICE

REVIEWED BY HUB PROGRAM OFFICE: Initials: _____ Date: _____

Attachment S

Travis County Community Development Block Grant (CDBG) Program Information to Assist with D-U-N-S Number Registration

Travis County requires that all CDBG primary grant awardees and their first tier grant awardees create and/or validate Data Universal Numbering System (DUNS) registration data to be eligible for CDBG funds. All primary grant awardees must be registered, and ensure that their first tier awardees register *immediately*, following the guidance outlined below.

- **What is a D-U-N-S number and who provides it?** Dun & Bradstreet (D&B) maintains a business database containing information on more than 100 million businesses worldwide. D&B provides a D-U-N-S number, a unique 9-digit identification number, for each physical location of a business organization. D-U-N-S Number assignment is free for all businesses required to register with the U.S. Federal government for contracts or grants. The D-U-N-S number is used by a variety of federal websites to identify business organizations. Further detailed information on D&B is available at this URL: <http://fedgov.dnb.com/webform>.

Registering for a DUNS Number

1. To verify or register for a DUNS number, go to the Dun & Bradstreet Web site at: <http://fedgov.dnb.com/webform/displayHomePage.do>
2. The following information will be needed to obtain a DUNS number:
 - a. Name of organization
 - b. Organization address
 - c. Name of CEO/organization owner
 - d. Legal structure of the organization (corporation, partnership, proprietorship)
 - e. Year the organization started
 - f. Primary type of business
 - g. Total number of employees (full and part time)

A DUNS number can often be issued in one business day.

Attachment T
FFATA Certifications

The certifications enumerated below represent material facts upon which Travis County relies when reporting information to the federal government required under federal law. If Travis County later determines the Contractor knowing rendered erroneous certification, Travis County may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to Travis County if at any time Signor learns that any certifications provide for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If Signor cannot certify all the statements contained in this section, Signor must provide written notice to Travis County detailing which of the below following statements it cannot certify and why.

Did your organization have gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.

If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the previous fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B" you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business of organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78 m(a) or section 6104 of the Internal Revenue Code of 1986? Yes No

As a duly authorized representative (Signor) of the Contractor, I hereby certify that the Contractor will comply with the above certifications.

Printed Name of Authorized Representative

Signature of Authorized representative

Title of Authorized representative

Date

Legal Name of Contractor

Contract Number(s)

- Additional information needed to complete the required FFATA information
- Entity's DUNS number +4: _____

- Entities legal name and address: _____
- _____
- _____
- DBA name and address _____
- _____
- _____
- Congressional District, USA: _____
- Location of entity receiving the award, including city, state, congressional district and country

- _____
- _____
- Primary location of the performance of the award, including city, state, congressional district and country _____
- _____
- _____
- Project Description a detailed description that the public will be able to easily understand.
Please type this up and submit via email to the Department