Travis County Commissioners Court Agenda Request

Meeting Date: June 24, 2014
Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001995, KG Empowerment Group, LLC for Job Readiness and GED Preparation Training Services.

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

  This contract will be for the provision of a Job Readiness Training Program serving as a vehicle to help juveniles under the care of Juvenile Probation to regain focus, develop employable skills, and position them to transition to the community upon release.

  The GED preparation Program serves to prepare youth to take their GED exams by providing direction and tutoring in Reading, Writing, Math, Social Studies and Science.

  Section 4.10 of the contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

- **Contract Expenditures:** Within the last 12 months $0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount:	As-Needed Contract
Contract Type:	Professional Services Agreement
Contract Period:	June 24, 2014 – September 30, 2015

- **Funding Information:**
  - ☐ SAP Shopping Cart #:
  - ☒ Funding Account(s):

    Grant Number/Cost Center: 800338 (Eagle Soars Grant)/1450400001

    Internal Order: 101382

    Product Code: 86110000

    Commitment Item: 511370
  - ☒ Comments: As-Needed Contract

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Cyd Grimes
Purchasing Agent

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

RE: KG Empowerment Group, LLC contract request

DATE: March 18, 2014

The Travis County Juvenile Probation Department is requesting a new contract with KG Empowerment Group, LLC. This contract will allow juveniles to receive Job Readiness and GED training for youth in our care.

The following includes the funding details to be used with the contract as follows:

Vendor: 1000010175
Grant number/cost center: 800338 (Eagle Soars grant)/1450400001
Internal Order: 101382
Product Code: 86110000
Commitment Item: 511370

If you need additional information in order to proceed, please do not hesitate to call Michael Williams at 512-854-7011.

cc: Patricia Garcia
Jim Gobin
Darryl Beatty
Sylvia Mendoza

KG Empowerment Group, LLC
Job Readiness and GED Preparation Program Proposal

GENERAL PROGRAM INFORMATION

KG Empowerment Group, LLC will develop a Job Readiness and GED training program with Travis County Juvenile Probation Department (TCJPD) -Residential Services operated on the South Austin campus at 2515 S. Congress Ave., Austin, TX 78704.

The Job Readiness Training Program will serve as a vehicle to help students regain focus, develop employable skills, and position them to transition to the community upon release. In the Job Readiness class, students will have the opportunity to acquire skills that will enhance their ability to market themselves in the workplace. The primary focus of the Job Readiness class is to provide students with ongoing job training on both the individual and group level as they prepare for successful entry into the workforce.

The GED Preparation Program will serve to prepare students to take their GED exams. Students will receive direct instruction and tutoring in the academic areas of Reading, Writing, Math, Social Studies, and Science. Students will also have the opportunity for individual and group study time. Practice tests will be administered on an ongoing basis to assess individual student's progress in each academic area.

KG Empowerment Group, LLC will contract a Job Readiness/GED Instructor who will work with the TCJPD – Residential Services Program, including collaborating with TCJPD Staff and interacting with residents on an as needed basis.

JOB READINESS CURRICULUM CORE

The Job Readiness Class will be offered as needed (as deemed necessary by TCJPD – Residential Services). Within this setting, multiple teaching platforms will be utilized, including direct instruction, project-based learning, and independent study. The *Aztec Ready to Work* curriculum will be utilized, along with supplemental material to address specific gaps in students' learning. Students will gain specific skill-sets that may be implemented within their future employment. Additionally, the Job Readiness Program will include:

- Communication Skills (appropriate workplace language, decision making, conflict resolution)
- Professionalism (interview skills, resume writing, job searching skills, appropriate workplace attire)
- Additional Professional Skill Building (decision making, time management, customer service)
- Work Ethics
- Career Interest Inventories to help students identify future potential career paths.

- Marketability will be interwoven throughout all assignments to ensure that students identify their own personal talents and become comfortable in utilizing their talents regardless of the environment.
- After successful completion of the program, students will receive a Certificate of Completion.

The GED Preparation Program will be offered as needed (as deemed necessary by TCJPD – Residential Services). Within this setting, multiple teaching platforms will be utilized, including direct instruction, project-based learning, and independent study. GED preparation materials and study guides will be used, along with supplemental material to address specific gaps in students' learning. Students will gain knowledge in the areas of Reading, Writing, Math, Social Studies, and Science, and will prepare to take their GED exams upon successful completion of practice exams in each of these areas.

PROGRAM COST

KG Empowerment Group, LLC proposes a program cost of $30 per hour for up to 12 students to include the following:

- Planning, development & implementation of the TCJPD Job Readiness Program and/or GED Preparation Program.
- 1 (one) Instructor.
- 1 (one) Job Readiness or GED class serving up to 12 students at a time.
- Rolling admission on an as needed basis to serve more students throughout the year.
- Curriculum designed to meet students' individual needs.

PROGRAM SERVICE DELIVERY DETAILS

The TCJPD Job Readiness Program and GED Preparation Program will take place on an as needed basis on the TCJPD Intermediate Sanctions Center campus.

Students will be screened for eligibility by TCJPD Staff; however, KG Empowerment Group, LLC proposes the following as the minimum requirements for program participants:

- At least 16 years 0 months of age.
- Meet a minimum of a 4th grade reading and math level on TABE Assessment.
- Good behavioral standing (to be defined by TCJPD Staff in consultation with KG Empowerment).
- Motivation to continue the program to completion.

Students who complete the Job Readiness Program will receive a Certificate of Completion. Students who are enrolled in the GED Preparation Program will be deemed eligible to take their GED exams upon scoring a minimum of 150 on each of the Official Practice Tests in each subject area.

ATTACHMENT B
FEE SCHEDULE

For and in consideration of Contractor KG Empowerment Group, LLC's full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

$30.00 per hour for:	Planning, Development and implementation of the TCJPD Job Readiness Program and /or GED Preparation Program.

Sessions will be held on-site at the TCJPD and will serve up to 12 students per training class.

Michael Williams

From: Jim Gobin
Sent: Monday, March 17, 2014 1:40 PM
To: Michael Williams
Subject: RE: Job Readiness/GED Contract KG Empowerment

Darryl has been informed and supports our using the grant for GED/Job Readiness to pay KG Empowerment.

From: Michael Williams
Sent: Monday, March 17, 2014 10:33 AM
To: Jim Gobin
Subject: RE: Job Readiness/GED Contract KG Empowerment
Importance: High

Jim, Darryl is fine with us moving forward? Thanks, Mike

From: Jim Gobin
Sent: Thursday, March 06, 2014 10:39 AM
To: Michael Williams
Cc: Israel Ramirez
Subject: RE: Job Readiness/GED Contract KG Empowerment

Yes. I believe we can pay KG out of Eagle Funds. Concerning the other questions, I'll speak with Darryl Beatty.

From: Michael Williams
Sent: Wednesday, March 05, 2014 3:45 PM
To: Jim Gobin
Cc: Israel Ramirez
Subject: FW: Job Readiness/GED Contract KG Empowerment
Importance: High

Jim, as you know, we are working on a new contract with KG Empowerment. Are all the youth in ISC? The grant only allows for these youth. Youth secured
in facility? Page 9 of the last document.

Please note:

1. Finance has a requisition to process for March and April prior to the new contract creation.
2. We need to spend Eagle funds and would like to pay for this out of the Eagle. Let me know if we can do so.
3. Attached is the Eagle Soars application for your review.
4. Even though the grant allows for ISC post adjudicated, do you want the contract to be expanded for youth other than ISC? Possible youth
stepping down from ISC into probation? Should we ask Virginia or others if they could use these services?

It appears we have budget for job readiness as shown in the application, page 14 in the PDF.

Thanks,

Mike

From: Michael Williams
Sent: Wednesday, March 05, 2014 3:14 PM
To: Chris Hubner
Subject: RE: Job Readiness/GED Contract

Chris, this is a new contract. We have a similar contract Skillpoint which also has job training which I have attached. I can try and save in word if you like.

I need to ask Jim Gobin to confirm if these are only for youth in detention or ISC and will let you know. We also need to include PREA as always!

Mike

From: Chris Hubner
Sent: Wednesday, March 05, 2014 1:19 PM
To: Michael Williams
Subject: RE: Job Readiness/GED Contract

Mike,
Here are some minor edits to the KG Empowerment Group fee schedule. The scope of service, while very detailed, doesn't appear to be in the format that I've seen others.

Also, is this another one for which we'll need to draft a new contract?

Chris Hubner

From: Michael Williams
Sent: Monday, February 24, 2014 9:50 AM
To: Kristin Meurer
Cc: Cindy Dreese; Jim Gobin; Patricia Garcia; Chris Hubner
Subject: FW: Job Readiness/GED Contract

Kristen, we need to add PREA language to the contract. Will Kristy be subcontracting or is she the only one at KG Empowerment teaching
the classes? Also is Chief aware that we want to enter a contract with KG Empowerment? She normally would like to be briefed prior
to Finance and Legal presenting for her for review.

Let me know and we can move forward for Chris to review.

Thanks,

Mike

From: Michael Williams
Sent: Tuesday, February 11, 2014 3:13 PM
To: Kristin Meurer; Cindy Dreese

Cc: Chris Hubner; Jim Gobin
Subject: FW: Job Readiness/GED Contract

Kristen, I have create the Attachment " B" for the Fee Schedule. You may want to note that the scope of service is Attachment "A".
Cindy, let me know if you need anything else and then Chris can review.

Thanks,

Mike

From: Kristin Meurer
Sent: Tuesday, February 11, 2014 12:55 PM
To: Chris Hubner; Jim Gobin; Michael Williams; Cindy Dreese
Subject: RE: Job Readiness/GED Contract

Great! Thank you. Please let me know if you need any additional information from me.
-Kristin

From: Chris Hubner
Sent: Tuesday, February 11, 2014 11:09 AM
To: Kristin Meurer; Jim Gobin; Michael Williams; Cindy Dreese
Subject: RE: Job Readiness/GED Contract

Kristin,
I'll add the PREA language; we've done it in many contracts and it's become relatively standard.

Once Mike adds his piece I'll become the next link in the chain.

Chris Hubner

From: Kristin Meurer
Sent: Tuesday, February 11, 2014 11:04 AM
To: Chris Hubner; Jim Gobin; Michael Williams; Cindy Dreese
Subject: RE: Job Readiness/GED Contract

I am happy to add the PREA language, but could someone please give me some guidance on this? I'm not exactly sure what's needed. Also, as far as the background check is concerned, Ms. Gillispie has already completed the background checks and volunteer orientation with Gene Wills. I will double check to see if there are any other required steps however.

Mike, as for the cost it should be $30 per hour for up to 12 students (not $30 per student). She is also the only instructor (no additional staff).

Thanks and please let me know how I should proceed with the PREA language.

-Kristin

From: Chris Hubner
Sent: Tuesday, February 11, 2014 9:45 AM
To: Jim Gobin; Michael Williams; Kristin Meurer; Cindy Dreese
Subject: RE: Job Readiness/GED Contract

Happy to review...

Mike's right, if there's direct access to any detained youth we'll have to add PREA language and do the required background checks.

Thanks all,

Chris Hubner

From: Jim Gobin
Sent: Tuesday, February 11, 2014 9:32 AM
To: Michael Williams; Kristin Meurer; Cindy Dreese
Cc: Chris Hubner
Subject: RE: Job Readiness/GED Contract

Yes. Kristin please address Mike's concerns, forward to me and I will forward to Chris. Thanks

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From: Michael Williams
Sent: Tuesday, February 11, 2014 7:10 AM
To: Kristin Meurer; Jim Gobin; Cindy Dreese
Cc: Chris Hubner
Subject: FW: Job Readiness/GED Contract

Kristen, to make sure I understand; the cost of the GED and job readiness is $30 per student?
We probably will need PREA language in the contract since Kristy is working with youth. Does she have a staff who works with the youth or just herself?

Cindy, any TJJD requirements needed to be added to the scope?

Jim, once the above questions are answered; can we move forward with Chris's review?

Thanks,

Mike

From: Kristin Meurer
Sent: Monday, February 10, 2014 3:28 PM
To: Michael Williams
Cc: Jim Gobin; Patricia Garcia; Nathaniel Whitfield; Kristy Gillispie
Subject: Job Readiness/GED Contract

Hi Mike,
Attached, please find the final scope of services/program contract for the Job Readiness and GED program through KG Empowerment. Please let me know if you need any additional information.

Thanks,

Kristin Meurer
Reentry Specialist
Travis County Juvenile Probation
2515 South Congress Ave.
Austin, Texas 78704
kristin.meurer@co.travis.tx.us
512-854-5698

Michael Williams

From: Chris Hubner
Sent: Tuesday, March 11, 2014 1:21 PM
To: Michael Williams
Subject: RE: KG empowerment final draft for purchasing

Right... David will have to make sure all "skillpoint" references are removed and that the contract speaks only to the job readiness/GED preparation deliverables.

Thanks,

Chris Hubner

From: Michael Williams
Sent: Tuesday, March 11, 2014 11:39 AM
To: Chris Hubner
Subject: KG empowerment final draft for purchasing

Chris, all is good to go. Quick confirmation that you made no changes to the scope only rate and the modifications Regarding our general contract terms. Once confirmed, I will send to David in purchasing.

Thanks,

Mike

Michael N. Williams
Accountant Lead
Juvenile Probation
512-854-7011
512-854-7097 fax

ROUTING FORM

TODAY'S DATE: 3/17/14

SUBJECT: KG Empowerment

FROM: Mike

TO: Sylvia

Date Received 3/17/14

✓ Review ____ Sign/Initial

ORIGINAL DUE DATE:

EXTENSION DATE:

FORWARD TO: Chief

Date Received

____ Review ✓ Sign/Initial

COMMENTS:

yuvia 600 / JOB readiness contract request

RETURN TO: Mike W.

Date Received

____ Mail ____ Hand Deliver

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

AND

KG EMPOWERMENT GROUP, LLC

FOR

JOB READINESS AND GED PREPARATION TRAINING SERVICES

CONTRACT NO. 4400001995

Travis County Purchasing Office

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Attachments

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

JOB READINESS AND GED PREPARATION TRAINING SERVICES AGREEMENT

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and **KG** Empowerment Group, LLC (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain job readiness and GED preparation training services for juveniles under the supervision, care and/or custody of the Juvenile Probation Department, and;

WHEREAS, CONTRACTOR has the professional ability and expertise to provide such services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

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

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes, or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley, or her successor.

1.4 "Parties" mean Travis County and KG Empowerment, LLC

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

1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or

1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

1.5.3 **but does not include**

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

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

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

1. 6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 ""Director" means the Chief Juvenile Probation Officer of Travis County, who will administer this Agreement, or his/her designated representative.

1.8 "Client" means a juvenile under the supervision, care and/or custody of the Juvenile Probation Department who is referred to CONTRACTOR for services.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon execution and shall continue until September 30, 2015.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for five (5) succeeding terms of one year unless sooner terminated by either party as provided herein.

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

3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the duties that it has accepted as part of this Agreement.

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

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

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

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

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

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

3.10 Professional Licensure/Certification. CONTRACTOR shall maintain all necessary licenses and certifications related to the professional services being provided hereunder, and shall perform all services under this Agreement according to the applicable federal, state, and local rules and regulations. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

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

3.12 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of chapter 261 of the Texas Family Code.

3.13 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.13.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.13.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR.

3.13.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where CONTRACTOR was the alleged or designated perpetrator.

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

3.15 Disqualifying Criminal History.

3.15.1 CONTRACTOR agrees to provide documentation to DIRECTOR or her designee that a criminal background check has been completed on any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR whose duties in connection with this Agreement may include contact with youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas and shall have been conducted within two (2) years prior to assignment of services under this Agreement.

In addition to the required criminal background check, the DIRECTOR or her designee will consult any child abuse registry maintained by the State or locality in which any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR will work whose duties in connection with this Agreement may include contact with youth referred under this Agreement. Any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR whose name appears on any child abuse registry will be disqualified from providing services to youth referred under this Agreement.

3.15.2 CONTRACTOR shall not assign or allow any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; any current felony or jailable misdemeanor deferred adjudication, probation or parole; or the requirement to register as a sex offender.

3.15.3 CONTRACTOR shall not assign or allow any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR to provide services to youth referred under this Agreement who have:

1. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);

2. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
3. Been civilly or administratively adjudicated to have engaged in the activity described in subparagraph 2 of this section.

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

3.17 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. CONTRACTOR agrees to provide COUNTY an independent financial audit of all state funds received under this Agreement at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of COUNTY or TJJD.

3.18 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

3.19 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding $100,000.00

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

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance of the services described in Attachment A, Scope of Services, by CONTRACTOR pursuant to the terms of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount:	Not applicable -- As needed basis contract
4.1.2 Additional Fees:	Not applicable

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to

CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the Travis County Juvenile Probation Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. Payment is to be made monthly. CONTRACTOR shall submit an invoice no later than ten (10) days from the last day of the month for which payment is being requested. Each invoice shall include the following information:

4.4.1 the contract Reference Number;

4.4.2 an invoice number and invoice date,

4.4.3 the designation of the training as job readiness or GED preparation

4.4.5 the total number of training hours completed per monthly billing cycle and the corresponding total amount billed

In addition to the invoice, CONTRACTOR shall attach a training roster as supporting documentation that lists the name of each youth served along with the following information corresponding with each youth named and dates of his/her participation.

Invoices may be e-mailed to: Michael Williams at Michael.williams@co.travis.tx.us,
or original invoices may be sent to:

Travis County Juvenile Probation Dept.
Financial Services
2515 South Congress Ave
Austin, Texas 78704

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

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

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

4.8 Disbursements to Persons with Outstanding Debt.

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

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

4.8.1.2 the debt is paid.

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

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

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

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

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any clients to CONTRACTOR for services under this Contract and this Contract shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from

COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

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

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

6.0 AMENDMENTS/MODIFICATIONS

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

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

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

7.0 MISCELLANEOUS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL 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, 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.

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

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

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

7.5 Non-Waiver of Default

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

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

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this

section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

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

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

7.7.2.1	Scope of Services Attachments
7.7.2.1.1	Attachment A – Scope of Services Job Readiness and GED preparation Training
7.7.2.2	Attachment B – Fee Schedule
7.7.2.3	Attachment C – Insurance Requirements
7.7.2.4	Attachment D – Ethics Affidavit including: Exhibit 1 - List of Key Contracting Persons
7.7.2.5	Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

7.8 Notices:

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

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

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

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

Estela Medina (or her successor)
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
P.O. Box 1748

Austin, Texas 78767

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

Kristy L. Gillespie
KG Empowerment Group, LLC
3003 Hill Street
Round Rock, Texas 78644

7.8.4 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

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

7.10 Dispute Resolution. The Purchasing Agent will act as the County representative in disputes where the Contractor has been unable to successfully resolve such dispute with the Department. Any document, notice or correspondence in relation to the dispute at this stage not issued by or to the Purchasing Agent is void unless otherwise stated in this Contract. 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 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 provide Contractor with a written response to the dispute containing the final resolution by County. If the matter is not resolved to the Contractor's satisfaction in this final notice, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the final unsatisfactory reply. 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.

7.11 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 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 must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

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

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

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

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

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

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

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

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

7. 17 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.18 Interpretational Guidelines

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

7.18.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

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

7.18.4 Contract/Agreement. As used in this document, the terms "Contract" and "Agreement" are synonymous.

7.19 Conflict of Interest:

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

DUPLICATE ORIGINALS

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

KG Empowerment Group, LLC

By: Kristy Gillispre, PhD, MSW
Name and Title (Printed)

Date: 5/27/2014

Travis County

By: Samuel T. Biscoe
Travis County Judge

Date:

Approved as to Legal Form By:

Assistant County Attorney

Approved by Purchasing:

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

ATTACHMENT A

SCOPE OF SERVICES

TRAVIS CO. JUVENILE PROBATION RESIDENTIAL SERVICES

KG Empowerment Group's

JOB READINESS AND GED PREPARATION PROGRAM

Program Proposal

KG Empowerment Group, LLC
Job Readiness and GED Preparation Program Proposal

GENERAL PROGRAM INFORMATION

KG Empowerment Group, LLC will develop a Job Readiness and GED training program with Travis County Juvenile Probation Department (TCJPD) -Residential Services operated on the South Austin campus at 2515 S. Congress Ave., Austin, TX 78704.

The Job Readiness Training Program will serve as a vehicle to help students regain focus, develop employable skills, and position them to transition to the community upon release. In the Job Readiness class, students will have the opportunity to acquire skills that will enhance their ability to market themselves in the workplace. The primary focus of the Job Readiness class is to provide students with ongoing job training on both the individual and group level as they prepare for successful entry into the workforce.

The GED Preparation Program will serve to prepare students to take their GED exams. Students will receive direct instruction and tutoring in the academic areas of Reading, Writing, Math, Social Studies, and Science. Students will also have the opportunity for individual and group study time. Practice tests will be administered on an ongoing basis to assess individual student's progress in each academic area.

KG Empowerment Group, LLC will contract a Job Readiness/GED Instructor who will work with the TCJPD – Residential Services Program, including collaborating with TCJPD Staff and interacting with residents on an as needed basis.

JOB READINESS CURRICULUM CORE

The Job Readiness Class will be offered as needed (as deemed necessary by TCJPD – Residential Services). Within this setting, multiple teaching platforms will be utilized, including direct instruction, project-based learning, and independent study. The *Aztec Ready to Work* curriculum will be utilized, along with supplemental material to address specific gaps in students' learning. Students will gain specific skill-sets that may be implemented within their future employment. Additionally, the Job Readiness Program will include:

- Communication Skills (appropriate workplace language, decision making, conflict resolution)
- Professionalism (interview skills, resume writing, job searching skills, appropriate workplace attire)
- Additional Professional Skill Building (decision making, time management, customer service)
- Work Ethics
- Career Interest Inventories to help students identify future potential career paths.

- Marketability will be interwoven throughout all assignments to ensure that students identify their own personal talents and become comfortable in utilizing their talents regardless of the environment.
- After successful completion of the program, students will receive a Certificate of Completion.

The GED Preparation Program will be offered as needed (as deemed necessary by TCJPD – Residential Services). Within this setting, multiple teaching platforms will be utilized, including direct instruction, project-based learning, and independent study. GED preparation materials and study guides will be used, along with supplemental material to address specific gaps in students' learning. Students will gain knowledge in the areas of Reading, Writing, Math, Social Studies, and Science, and will prepare to take their GED exams upon successful completion of practice exams in each of these areas.

PROGRAM COST

KG Empowerment Group, LLC proposes a program cost of $30 per hour for up to 12 students to include the following:

- Planning, development & implementation of the TCJPD Job Readiness Program and/or GED Preparation Program.
- 1 (one) Instructor.
- 1 (one) Job Readiness or GED class serving up to 12 students at a time.
- Rolling admission on an as needed basis to serve more students throughout the year.
- Curriculum designed to meet students' individual needs.

PROGRAM SERVICE DELIVERY DETAILS

The TCJPD Job Readiness Program and GED Preparation Program will take place on an as needed basis on the TCJPD Intermediate Sanctions Center campus.

Students will be screened for eligibility by TCJPD Staff; however, KG Empowerment Group, LLC proposes the following as the minimum requirements for program participants:

- At least 16 years 0 months of age.
- Meet a minimum of a 4th grade reading and math level on TABE Assessment.
- Good behavioral standing (to be defined by TCJPD Staff in consultation with KG Empowerment).
- Motivation to continue the program to completion.

Students who complete the Job Readiness Program will receive a Certificate of Completion. Students who are enrolled in the GED Preparation Program will be deemed eligible to take their GED exams upon scoring a minimum of 150 on each of the Official Practice Tests in each subject area.

ATTACHMENT B
FEE SCHEDULE

For and in consideration of Contractor KG Empowerment Group, LLC's full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

$30.00 per hour for: Planning, Development and implementation of the TCJPD Job Readiness Program and /or GED Preparation Program.

Sessions will be held on-site at the TCJPD and will serve up to 12 students per training class.

ATTACHMENT C
INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

2. Employers' Liability limits are:

$500,000 bodily injury each accident
$500,000 bodily injury by disease
$500,000 policy limit

3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
   a. Waiver of Subrogation (Form 420304)
   b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
$500,000* per occurrence for coverage A and B with a
$1,000,000 policy aggregate

2. The Policy shall contain or be endorsed as follows:
   a. Blanket contractual liability for this Contract
   b. Independent Contractor Coverage

3. The Policy shall also include the following endorsements in favor of Travis County

4. a. Waiver of Subrogation (Form CG 2404)
   b. Thirty (30) day Notice of Cancellation (Form CG 0205)
   c. Travis County named as additional insured (Form CG 2010)

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

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

C. Business Automobile Liability Insurance†

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

† Alternative Insurance Requirement

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

$ 100,000/$300,000/$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of $1,000,000 per claim /$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than $5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 5/27/2014
Name of Affiant: Kristy Gillispie, PhD, MSW
Title of Affiant: Contractor
Business Name of Proponent: KG Empowerment Group, LLC
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".

5. Affiant has personally read Exhibit "1" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Kristy Gillispie
Signature of Affiant

3003 Hill Street Round Rock, Tx 78664
Address

SUBSCRIBED AND SWORN TO before me by Kristy Gillispie on 5/27, 2014

Lisa Rendon

Notary Public, State of TX

Typed or printed name of notary
My commission expires: 4/30/16

LISA RENDON
MY COMMISSION EXPIRES
April 30, 2016

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
March 26, 2014

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	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	
County Executive, Planning & Budget	Leslie Browder	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Tanya Acevedo	
Director, Records Mgment & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jennifer Kraber*	
Attorney, Transactions Division	Tenley Aldredge	

Director, Health Services Division.....Beth Devery
Attorney, Health Services Division.....Prema Gregerson
Purchasing Agent .....Cyd Grimes, C.P.M., CPPO
Assistant Purchasing Agent .....Marvin Brice, CPPB
Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV.....CW Bruner, CTP
Purchasing Agent Assistant IV.....Lee Perry
Purchasing Agent Assistant IV.....Jason Walker
Purchasing Agent Assistant IV.....Richard Villareal
Purchasing Agent Assistant IV.....Patrick Strittmatter
Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV.....Scott Wilson, CPPB
Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV.....Loren Breland, CPPB
Purchasing Agent Assistant IV.....John E. Pena, CTPM
Purchasing Agent Assistant IV.....Rosalinda Garcia
Purchasing Agent Assistant IV.....Angel Gomez
Purchasing Agent Assistant IV.....Jesse Herrera, CTP, CTPM, CTCM
Purchasing Agent Assistant III.....Shannon Pleasant, CTPM
Purchasing Agent Assistant III.....David Walch
Purchasing Agent Assistant III.....Michael Long, CPPB
Purchasing Agent Assistant III.....Sydney Ceder
Purchasing Agent Assistant III.....Ruena Victorino*
Purchasing Agent Assistant III.....Rachel Fishback*
Purchasing Agent Assistant II .....Vacant
Purchasing Agent Assistant II .....L. Wade Laursen
Purchasing Agent Assistant II .....Sam Francis
HUB Coordinator.....Sylvia Lopez
HUB Specialist .....Betty Chapa
HUB Specialist .....Jerome Guerrero
Purchasing Business Analyst.....Scott Worthington
Purchasing Business Analyst.....Vacant

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Commissioner, Precinct 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

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

ATTACHMENT E

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

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

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

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

   Do you have or do you anticipate having subcontractors under this proposed contract? ____YES ✓NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph4 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.

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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.
Kristy Gillispie	Kristy Gillispie, PhD, MSW 591-46-9033
	5/27/2014
Signature of Authorized Representative	Date / Printed/Typed Name & Title of Authorized Representative