



Amendment No. 4
to
Contract No. PA160000001
for
Sexual Assault Medical Forensic Examination Services
between
The SAFE Alliance
DBA SAFE
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to make the following changes:
- 1.1 Add Section 4.2.10 of Exhibit A, Contractor's Scope of Work & Fee Schedule, to read, "Any equipment lent by APD to SAFE during the contract shall be returned to APD within 10 business days of contract expiration or termination. APD will coordinate the pickup of the equipment. All equipment lent to SAFE will be incorporated via an amendment to the contract so each party is aware of the location of each piece of equipment."
- 1.1 APD is lending SAFE use of one (1) Olympus OCS-500 E-SET colposcope and computer. Colposcope OCS-500 serial number: 603514 computer serial number: 16078W000895, City of Austin Asset Tab Number FA00603
- 1.2 APD is lending SAFE use of one (1) Midmark Ritter 222 – 016 Exam table base and soft touch top. Serial number V1804031, City of Austin Asset Tab Number FA005932

- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/06/15 – 10/05/20	\$0.00	\$3,930,415
Amendment No. 1: Revise Section 4.2.9 of Exhibit A – Contractor's Scope of Work	\$0.00	\$3,930,415
Amendment No. 2: Correct the Total Contract Amount	(\$2,083,166)	\$1,847,249
Amendment No. 2: Revise Section 4.4.6 of Exhibit A – Contractor's Scope of Work & Fee Schedule – 10/13/16	\$0.00	\$1,847,249
Amendment No. 3: Add Section 4.2.10 of Exhibit A – Contractor's Scope of Work & Fee Schedule – January 2017	\$0.00	\$1,847,249

- 3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract. This contract amendment shall become effective on the date executed by the City.

Signature & Date:

 2/28/17

Printed Name: Kelly White
The SAFE Allinace
DBA SAFE
P. O. Box 19454
Austin, TX 78757

Signature & Date:

 3.1.17

Erin D'Vincent, Senior Buyer Specialist
City of Austin Purchasing Office

Approved By: 
Matthew Dree



Amendment No. 3
to
Contract No. PA160000001
for
Social Services
Between
Travis County Domestic Violence and Sexual Assault Survival Center
dba SAFEPLACE
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor name as requested and documented by the vendor.

	From	To
Vendor Name	Travis County Domestic Violence and Sexual Assault Survival Center dba SAFEPLACE	The SAFE Alliance dba SAFE
Vendor Code	CEN1049250	AUS0512000
FEIN	[REDACTED]	

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 3 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script that reads "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin, Purchasing Office

2-13-17

Date



**Amendment No. 2
to
Contract No. PA160000001
for
Sexual Assault Medical Forensic Examination Services
between
Travis County Domestic Violence & Sexual Assault Survival
DBA Safeplace
and the
City of Austin**

- 1.0 The City hereby amends the above referenced contract to make the following changes:
- 1.1 Correct the Total Contract Amount.
- 1.2 Revise Section 4.4.6 of Exhibit A, Contractor's Scope of Work & Fee Schedule, to read, "The total invoice per exam shall not exceed \$1,150.00."
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/06/15 – 10/05/20	\$0.00	\$3,930,415
Amendment No. 1: Revise Section 4.2.9 of Exhibit A – Contractor's Scope of Work	\$0.00	\$3,930,415
Amendment No. 2: Correct the Total Contract Amount 10/13/16	(\$2,083,166)	\$1,847,249
Amendment No. 2: Revise Section 4.4.6 of Exhibit A – Contractor's Scope of Work & Fee Schedule 10/13/16	\$0.00	\$1,847,249

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the

Federal Government, as indicated by the General Services Administration (GSA)
List of Parties Excluded from Federal Procurement and Non-Procurement
Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and
made a part of the above referenced contract. This contract amendment shall become
effective on the date executed by the City.

Signature & Date:

Julia E. Spann 11-1-2016

Printed Name: Julia E. Spann
Travis County Domestic Violence & Sexual Assault
Survival DBA Safeplace
P. O. Box 19454
Austin, TX 78760

Signature & Date:

Roger Stricklin 11-8-16

Roger Stricklin
Corporate Contract Administrator
City of Austin Purchasing Office



Amendment No. 1
to
Contract No. PA160000001
for
Sexual Assault Medical Forensic Examination Services
between
SafePlace
and the
City of Austin

- 1.0 Section 4.2.9 of Exhibit A-Contractor's Scope of Work and Fee Schedule is hereby revised as follows:

Safeplace will provide access to Forensic Electronic Medical Record (FEMR) for sixty days beyond the conclusion of the contract at no additional cost to APD. Access to the FEMR database shall include, but not be limited to, all evidence obtained and secured by Safeplace on behalf of the Austin Police Department including forensic records and images. If APD requires access to FEMR beyond the sixty days, APD shall pay \$1,000/month for continued access for up to six months.

- 2.0 The total Contract amount is \$3,930,415. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/06/15-10/05/2020	\$0.00	\$3,930.415
Amendment No. 1 : Revise Section 4.2.9 of Exhibit A-Contractor's Scope of Work	\$0.00	\$3,930.415

- 3.0 MBE/WBE goals were not established for this contract.

- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

- 5.0 All other terms and conditions remain unchanged and in full force and effect.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Julia E. Spann
Printed Name: Julia E. Spann 6/13/15
Authorized Representative:
SafePlace
P.O. Box 19454
Austin, Texas 78760

Signature & Date: [Signature] 6/20/16
Printed Name: [Signature]
City of Austin
Corporate Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
SafePlace
For
Sexual Assault Medical Forensic Examination Services
Contract Number: MA-8700-PA160000001**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and SafePlace ("Contractor"), having offices at P.O. Box 19454, Austin, Texas 78760.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Exhibit A-Contractor's Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Julia Spann, Phone: (512)689-3007, Email Address:JSpann@safeplace.org. The City's Contract Manager for the engagement shall be Mary Ann Carney, Phone: (512) 974-4543, Email Address: MaryAnn.Carney@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein and as detailed in Exhibit A-Contractor's Scope of Work, the Contractor shall provide sexual assault medical forensic examinations in accordance with all applicable State and Federal law for survivors of sexual assault age twelve and older if male, and postmenarcheal and older if female for evidence collection for the purposes of law enforcement investigation and prosecution. I

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated in Exhibit A-Section 4.4 and Contractor's Quote upon successful completion of the Scope of Work as indicated in the attached Exhibit A. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$1,847,249 for all fees and expenses for the initial contract period, and \$401,814 for the first extension option, \$408,384 for the second extension option, \$415,685 for the third extension option, \$424,079 for the fourth extension option, and \$433,204 for the fifth extension option, for a total estimated contract amount not-to-exceed \$3,930,415.

3.2 Invoices.

3.2.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be e-mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Accounts Payable
Email Address	APDAccountsPayable@austintexas.gov

3.2.2 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.3 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 Payment.

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Final Payment and Close-Out.**

3.5.1 The making and acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for an initial contract period of sixty (60) months with five (5) twelve (12) month extension options subject to the approval of the Contractor and the City's Purchasing Officer or his designee.

4.1.1 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 calendar days unless mutually agreed to in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the

Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 Termination Without Cause. The City and the Contractor shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination from the City, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof. Should Contractor issue a notice of termination upon the City, Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 180 calendar days unless mutually agreed to in writing).

4.6 Fraud. Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 Insurance: The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin

Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the Insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.4 **Nursing Professional Liability Insurance.** The Contractor shall provide coverage, with minimum limits of \$500,000 per occurrence, 1,000,000 in aggregate, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

The insurance shall not be cancelled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice being given to the City.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.3.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

SECTION 6. WARRANTIES

6.1 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.1.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.1.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.1.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 Workforce.

7.1.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.1.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.1.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.1.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.3 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.3.1 disposal of major assets;

7.3.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.3.3 any significant termination or addition of provider contracts;

7.3.4 the Contractor's Insolvency or the imposition of, or notice of the Intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.3.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.3.6 reorganization, reduction and/or relocation in key personnel;

7.3.7 known or anticipated sale, merger, or acquisition;

7.3.8 known, planned or anticipated stock sales;

7.3.9 any litigation against the Contractor; or

7.3.10 significant change in market share or product focus.

7.4 Right To Audit.

7.4.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.4.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.5 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.6 Indemnity.

7.6.1 Definitions:

7.6.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.6.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.6.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.6.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.6.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.7 Claims. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.8 Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office
ATTN: Contract Administrator
P O Box 1088
Austin, TX 78767

To the Contractor:

SafePlace
ATTN: Julia Spann
P.O. Box 19454
Austin, Texas 78760

7.9 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.10 Advertising. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.11 No Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage,

brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.12 Gratuities. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.13 Prohibition Against Personal Interest In Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.14 Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.15 Assignment-Delegation. The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.16 Waiver. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.17 Modifications. The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.18 Interpretation. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.19 Dispute Resolution.

7.19.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.19.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.20 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.21 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.22 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.23 Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.24 Non-Suspension or Debarment Certification. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

SAFEPLACE

By: Julia E. Spann
Signature

Name: Julia E. Spann
Printed Name

Title: President

Date: 10-1-2015

CITY OF AUSTIN

By: Teresa Reddy
Signature

Title: Corp Purchasing Manager
Name:
Printed Name

Name: Teresa Reddy
Title:

Date: 10/6/15

List of Exhibits

Exhibit A	Contractor's Scope of Work & Fee Schedule
Exhibit B	City's Non Discrimination Certification

EXHIBIT A

Contractor's Scope of Work & Fee Schedule

Description: Sexual Assault Medical Forensic Examination Services

1.0 Purpose

This contract is made and entered into by and between the City of Austin (the City), and SafePlace, hereinafter collectively referred to as the "Parties". The purpose of this contract is to document the Parties' respective roles and responsibilities regarding the availability, performance and compensation for sexual assault medical forensic examination services in accordance with applicable State and Federal law for survivors of sexual assault age twelve and older if male, and postmenarcheal and older if female for forensic examination and evidence collection for purposes of law enforcement investigation and prosecution. This contract is made in furtherance of Article 56.06 of the Texas Code of Criminal Procedure, which can be currently found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/CR/htm/CR.56.htm>

This agreement is a contract for services only in conjunction with the Austin Police Department (APD) and is not intended to, nor does it create a partnership or joint venture between the Parties. None of the Parties has legal authority to act as an agent of, nor to legally bind any other of the Parties.

2.0 Background

The Texas Code of Criminal Procedure requires law enforcement agencies to pay for a medical forensic examination of the survivor of an alleged sexual assault for use in the investigation and prosecution of the offense if the assault is reported to law enforcement within one hundred twenty (120) hours of the assault, or as considered appropriate by the law enforcement agency if not within this timeframe. On application to the Office of the Attorney General, the law enforcement agency is entitled to be reimbursed for the reasonable costs of that examination if the examination was performed by a physician or by a sexual assault examiner or sexual assault nurse examiner.

3.0 Definitions

- 3.1 **Survivor** – Refers to a person who declares that he/she is a victim of sexual assault/abuse. For the purposes of this contract, the age of the survivors shall be at least postmenarchal if female and 12 years old or older if male.
- 3.2 **Sexual Assault Medical Forensic Examination** – The use of a sexual assault evidence collection kit designed for the purpose of gathering biological and trace evidence from a survivor who is deemed to have been sexually assaulted within one hundred twenty (120) hours of either presenting himself/herself to a hospital or exam site, or notifying APD; and, after interviewing/reporting, it is deemed necessary to utilize a sexual assault medical forensic examination with evidence collection. This examination includes: gathering information from the survivor for the medical forensic history, a detailed head-to-toe physical examination to assess trauma, documentation of biological and physical findings, and the collection of evidence. The examination may include the use of medical instruments (such as a colposcope) and video

printing/photography, any laboratory results, any written interview documents, graphs, charts, or opinions, and the packaged evidence included in the sexual assault evidence collection kit.

3.3 **Blood/Body Fluid Collection** – The collection of blood/body fluids for forensic analysis/biological sampling, of any survivor. This includes the use of a sexual assault evidence collection kit and the appropriate forensic paperwork, and maintenance of chain-of-custody.

3.4 **Forensic Service Fee** – The fee assessed by the Contractor for services provided as defined by the schedule provided below in connection with sexual assault medical forensic examination.

3.5 **Sexual Assault Nurse Examiners (SANE)** – A Registered Nurse who has received specialized training to perform medical forensic examination related to sexual assault/abuse and evidence collection. SANE's are certified by the Texas State Attorney General's Office of Sexual Assault Prevention and Crisis Services or by the International Association of Forensic Nurses. Their training includes, but is not limited to: providing comprehensive care to survivors, demonstrating currency of practice in the care and treatment of survivors, having the ability to provide effective courtroom testimony, and showing compassion and sensitivity to survivors.

3.6 **Qualified SANE** – A Registered Nurse who:

- a. Has completed Sexual Assault Nurse Examiner training by the Texas State Attorney General's Office of Sexual Assault Prevention and Crisis Services or by the International Association of Forensic Nurses;
- b. Is working towards completing three hundred (300) hours of sexual assault medical exams in preparation for testing to achieve SANE certification, and;
- c. Will observe four (4) hours of professional expert courtroom testimony within a twelve (12) month period of being hired by SafePlace. (SafePlace shall provide documentation to confirm this goal has been met).

No later than six (6) months after completion of the three items listed above, SafePlace shall provide proof of certification as a SANE for each RN in this category.

3.7 **Exam Site** – The facility conducting the sexual assault medical forensic examination.

4.0 Tasks/Requirements

4.1 Contractor's Minimum Qualifications & Experience

Sexual Assault Nurse Examiners (SANEs) who perform any part of the services under this Agreement shall meet and maintain all minimum requirements applicable to the SANEs set by federal, state, and local law, rules and regulations during the term of the Agreement, including, but not limited to, licensing and training requirements.

4.2 Contractor's Responsibilities

Under the terms and conditions of this Agreement, SafePlace agrees to provide and dispatch SANEs to exam sites for the purpose of conducting sexual assault medical forensic examinations as requested by APD. These exams are at no cost to the survivor.

4.2.1 **Sexual Assault Medical Forensic Examination:** Upon report of a sexual assault offense, the APD responding officer will approve the need for an exam and contact SafePlace via phone. This phone line shall be staffed twenty four (24) hours a day, seven (7) days a week, including weekends and holidays. A SANE will be dispatched to the agreed upon location (see Section 4.3, Location of Services) twenty four (24) hours a day, seven (7) days a week, including weekends and holidays.

4.2.2 The Parties each acknowledge their understanding that all evidence and information it gathers under this Agreement may be used in criminal prosecutions and agrees that it will gather all evidence in accordance with all applicable rules, regulations, and laws, including but not limited to, the National Evidence Collection Protocol established by the US Department of Justice Office on Violence Against Women, the Texas Code of Criminal Procedure, and the Texas Penal Code related to the admissibility of evidence in the prosecution of criminal defendants.

4.2.3 The Parties agree that this Agreement only applies to the examinations required or approved by APD for sexual assault survivors.

4.2.4 A SANE must obtain documented consent before providing the forensic medical exam. SANEs will include in the medical records of any person who is examined by a SANE the Release of Information form in which the patient or guardian of the patient acknowledges that the medical records of the medical/forensic examination may be released to law enforcement agencies as required.

4.2.5 The Parties acknowledge that the sexual assault medical forensic examination, once begun, should be continuous until completed by the assigned SANE.

4.2.6 The SANE should arrive within one (1) hour of activation upon request of APD.

4.2.7 Per the Health Insurance Portability and Accountability Act (HIPAA), SafePlace shall obtain and keep current a Business Associate Agreement with each hospital in which sexual assault exams are performed for APD. A copy of this agreement shall be provided to APD. These hospitals shall be located in the greater Austin area.

4.2.8 Colposcopic digital images (or images from a comparable device) obtained during the sexual assault examination shall be secured and maintained on a database located at SafePlace. SafePlace shall obtain a release of information for APD at the time of the exam.

4.2.9 All evidence obtained and secured by SafePlace, including by not limited to medical records and images shall be transferred to APD upon conclusion of this contract. The details of this procedure will be addressed during close out proceedings.

4.3 Location of Services

The location of the examination will be determined by the survivor.

4.3.1 Non-Emergency Department Medical Exams will be conducted on site at SafePlace. These are services in which the survivor does not require emergency department medical care. SafePlace agrees to staff and maintain a twenty four (24)

hour, seven (7) days a week exam site located at their main campus at 1515 Grove Blvd., Austin, TX, 78741.

4.3.2 Emergency Department Medical Exams will be conducted at area hospitals or facilities in which SafePlace has established a written Business Associate Agreement, and provided a copy of the written Agreement to the City in advance of performance of services. These are services in which the survivor is in need of emergency medical care or chooses to be seen at an emergency department.

4.4 Cost of Services

For the examinations of Sexual Assault Survivors provided under terms of this Agreement, the City agrees to pay and SafePlace agrees to accept their fee for services rendered, provided the rates are usual and customary charges and do not exceed the Texas OAG Sexual Assault Reimbursement Guidelines. The current guidelines can be found on the web at <https://www.texasattorneygeneral.gov/cvs/sexual-assault-reimbursement-guidelines>.

4.4.1 Evidence Kits: will be provided by APD for all APD related sexual assault medical forensic exams.

4.4.2 Payments for call-outs in which no examination is performed will only be made if APD had approved the performance of a sexual assault medical forensic examination and the SANE actually traveled to the site.

4.4.3 Fees – In addition to the Texas OAG Reimbursement Guidelines, the City agrees to pay and SafePlace agrees to accept as their fee for services rendered:

Service	Fee
After hours (4:30pm-10:00pm Mon-Sat)	\$20.00
Sunday or holiday*	\$39.00
Night hours (10:00pm-8:00am Mon-Sat)	\$39.00
Call out, no exam performed	\$200.00
Anogenital exam	\$128.00
High resolution digital photography	\$100.00

* See Section 52. HOLIDAYS in the 0300 Standard Terms and Conditions

4.4.4 Administrative Fee – City agrees to pay and SafePlace agrees to accept the following daily fee for service which is based on contract year. The initial fee shall be \$98.00 (ninety eight dollars) per day and will increase yearly based on the anniversary date of the contract per the schedule listed below.

	Year 1	Year 2	Year 3	Year 4	Year 5
Amt/Day	\$98.00	\$109.00	\$122.00	\$135.00	\$150.00

4.4.6 The total invoice per exam shall not exceed \$850.00. The City reserves the right to adjust this figure should the OAG increase their reimbursement guidelines to

law enforcement agencies.

4.5 Invoices and Payment

4.5.1 SafePlace shall create an appropriate medical record for each Sexual Assault Survivor for whom the SANE conducted an examination under this Agreement. The original medical records of the survivors will be maintained at the facility of origin in the medical records department and are subject to restrictions and limitations under applicable laws protecting the confidentiality and privacy of patient medical and forensic and similar records. To the extent that SafePlace maintains patient medical and forensic records on laptops and other personal equipment, SafePlace will adhere to its obligations with respect to the confidentiality and non-disclosure of such information, including all federal, state and local confidentiality and privacy laws.

4.5.2 SafePlace agrees to provide APD with an invoice on a standard billing form for services rendered. In addition to Section 0300, the City's Standard Purchase Terms and Conditions (located at: https://assets.austintexas.gov/purchase/standard_purchase_terms_and_conditions.pdf), the invoice provided under this section shall include the following information for each exam:

- A. The date of the examination
- B. The APD case number
- C. The kit number used for the examination
- D. The first and last name, date of birth, and social security number (if given) of the person examined
- E. The name of the SANE
- F. The fee assessed for each service rendered
- G. The date of invoice
- H. A clear, descriptive statement of the services rendered.

4.5.3 SafePlace shall invoice monthly for the Administrative Fee. Invoice shall include all requirements listed in the Section 0300, the City's Standard Purchase Terms and Conditions.

4.5.4 The City (including APD) will handle the invoices in a manner consistent with applicable federal, state and local privacy laws, rules and regulations with respect to the information contained therein, including the identities of the SANEs and the individuals who received services from the SANEs.

4.5.5 The City may withhold the entire payment or part of any payment otherwise due to SafePlace to such extent as may be necessary on account of failure to submit proper invoices with all required attachments and supporting documentation as required by the OAG.

4.5.6 The following charges require documentation of procedure with the invoice:
A. Supplies and Materials

B. Evaluation and Management Services

4.5.7 For associated laboratory charges, each procedure shall be listed separately on the invoice along with its related charge.

4.6 Insurance for SANEs

4.6.1 SafePlace shall provide and maintain malpractice insurance with companies admitted to do business in the State of Texas in the following type and amount for the term of this Agreement:

TYPE: Nursing Professional Liability Insurance
AMOUNT: One million dollars (\$1,000,000.00) aggregate

4.6.2 This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice being given to the City.

4.6.3 SafePlace will maintain all professional records, including verification of insurance and licensing, for any and all SANEs eligible to perform examinations. This information is available to any authorized representative of APD for review at any reasonable time.

4.7 Reporting Requirements

SafePlace shall provide the following reports; due the fifteenth (15th) day of each month to the contract manager or designee. Reports shall be submitted electronically in Microsoft Excel, Portable Document Format (PDF), or other format as agreed to by both parties.

4.7.1 Report detailing the timeline for services for each survivor. This begins the time the survivor is medically cleared by a physician for Emergency Department exams or the time the survivor arrives at SafePlace. This report shall include:

- A. Case number
- B. Date of the Exam
- C. Triage Time or Arrival at SafePlace
- D. Time SANE called
- E. Time SANE arrived
- F. Time SAFE Exam began
- G. Time of Discharge

4.7.2 Report listing each SANE performing service on this contract shall be provided along with their credentials. Qualified SANE's shall be monitored for adherence to the terms outlined in Section 3.6 above.

5.0 City's Responsibilities

5.1 APD shall request the sexual assault medical forensic exam via a phone call to SafePlace. The location of this exam shall be determined by the survivor. Each survivor will be offered an informed choice of exam site.

5.2 APD shall provide the sexual assault evidence collection kit for each requested exam.

5.3 Once obtained from the SANE, APD shall properly collect, preserve and maintain the chain of custody of evidence.

5.4 After verifying the accuracy of the invoice, APD will submit these invoices to the OAG for payment to the City. Notwithstanding the submission of the invoice to the OAG, the City will issue payments directly to SafePlace.

6.0 Deliverables/Milestones

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Identify location of SafePlace Non-Medical Exams	Provide a facility to perform these exams onsite at SafePlace	At beginning of contract and updated if changed	Delivery to City	4.3.1
Identify location of Emergency Department Exams	Establish Business Associate Agreements with area hospitals and have the ability to perform Emergency Department exams at their locations. Provide a copy to the APD Contract Manager	At beginning of contract and added as agreements are established	Delivery to the City	4.3.2
RN's SANE certification.	Provide documentation of certification for all SANE's performing service	At beginning of contract and added as completed, per timeline listed above	Report to the City	3.5 & 3.6
Phone line and staffing	Establish phone line and have it staffed 24 hours a day/7 days a week	At beginning of contract	Delivery to the City	4.2.1
Reporting - Services	Timeline for services to survivors	Monthly	Report to the City	4.7.1
Qualified SANE's	Provide documentation of all RN's performing service as a Qualified SANE	At the beginning of the contract and as added	Report to the City	3.6
Qualified SANE Courtroom Testimony Observation	Documentation 4 hours of courtroom observation has been met within 12 months of hire	Monthly	Report to the City	3.6.a

Provide copy of Release of Information Form	Provide copy of form to APD Contract Manager	At the beginning of the contract	Report to the City	4.2.4
Provide City with a Point of Contact	Provide APD Contract Manager with point of contact with the authority to discuss and change services if necessary	At the beginning of the contract	Report to the City	NA

EXHIBIT B
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 1st day of October, 2015

CONTRACTOR

Authorized
Signature

Title

*Travis County Domestic Violence
and Sexual Assault Survivor
Center d/b/a SafePlace*
Janet E. Spann
President



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 08/06/2015

DEPT: APD

TO: Purchasing Officer or Designee

FROM: Mary Ann Carney

BUYER: Erin D'Vincent

PHONE: (512) 974-4543

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☒ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold; at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

The Texas Code of Criminal Procedure requires law enforcement agencies to pay for a medical forensic examination of the survivor of an alleged sexual assault for use in the investigation of prosecution of the offense if the assault is reported to law enforcement within one hundred twenty (120) hours of the assault, or as considered appropriate by the law enforcement agency if not within this time frame. The former contractor, Austin/Travis County Sexual Assault Nurse Examiner canceled their contract (MA NA120000123) effective May 29, 2015. This is two years prior to the expiration date of May 28, 2017 and has compelled APD to look for other providers of this service.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

SafePlace already had a program in development at the request of the members of the Travis County Sexual Assault Response Team to provide medical forensic examinations. This program is managed by an internationally certified Sexual Assault Nurse Examiner. SafePlace has provided comprehensive direct services to women, children and men victimized by domestic and sexual violence in Travis County since 1974 and is a well respected nonprofit within our community. Please note: these services are approximately 75% reimbursable by the Texas Attorney General, thus the true expense to the City over 10 years is estimated to be \$928,290 for administrative fees and after hours charges.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with SafePlace
which will cost approximately \$ 3,930,415.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Mary Ann Carney 8/6/15
Originator Date

Approved
Certification

Alicia Mann 8/6/15
Department Director or designee Date

R. Full 8/6/15
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

Radin 8.12.15
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Charmelle 8/12/15
Purchasing Officer or designee Date

02/26/2013



SafePlace

Ending Sexual & Domestic Violence

Date: April 15, 2015

Mary Ann Carney
Financial Manager
Austin Police Department
Procurement & Contract Services/Alarm Administration

Re: Professional Services Exemption Request

Dear Ms. Carney,

SafePlace is seeking a professional services exemption in order to provide medical forensic examinations to adult and adolescent survivors of recent sexual assault in Austin. The program was already in development at the request of members of the Travis County Sexual Assault Response and Resource Team when the current service provider terminated its contract with the Austin Police Department on March 30, 2015.

Medical forensic examinations will be performed by specially trained registered nurses. The program is managed by an internationally certified sexual assault nurse examiner and is overseen by a physician. Exams will be performed in area emergency departments, at SafePlace's forensic clinic, and at other locations to be determined by community need.

Since 1974, SafePlace has provided comprehensive direct services to women, children, & men victimized by domestic and sexual violence in Travis County. This includes: 105-bed emergency shelter; 51 transitional housing apartments; therapeutic counseling; case management; Life Skills classes; youth development services; on-site K-12 School and child care center; and an off-site supervised visitation and children's exchange center (in collaboration with Travis County). SafePlace provides support/accompaniment for rape victims at local hospitals, prevention programs, a peer support program, and community outreach. In 2014, 4,980 people received direct services, 12,482 hotline calls were answered, and 56,152 people participated in trainings or awareness activities from SafePlace. Our services help survivors heal, learn about the dynamics of abuse, access resources, and build safe, self-sufficient lives. SafePlace serves people of diverse backgrounds, including underserved populations. Over half of the staff is bilingual/bicultural. We are continually contacted by state/national/international agencies seeking guidance on replicating our services.

Sincerely,

Julia Spann
Executive Director

Enclosure: SafePlace Quote for Service

a project of





Quote for services

SafePlace will provide the Austin Police Department with medical forensic examinations for consenting adult and adolescent victims of recent sexual assault. Invoices will include fees for services for each exam. Please note that only the applicable fees for each exam will be included. The administrative fee is to be determined.

Medical forensic examinations fees for services will not exceed those listed by the Texas Office of the Attorney General (OAG). The Texas OAG fee schedule can be found here <https://www.texasattorneygeneral.gov/cvs/sexual-assault-reimbursement-guidelines> and are listed below with additional usual and customary services for medical forensic examinations.

Current OAG fees (as of 4/13/15)

Sexual Assault Examiner's Fees

- Forensic Sexual Assault Exam: **\$195.00**
- Exam *and* Colposcopy procedure: **\$233.00**
- Associated office visit for colposcopy (non-medical facility): **\$ 26.00**
- Additional evaluation and management services: **\$106.00 / hour**

Additional fees:

- Anoscopy procedure up to a maximum amount of \$71.00
- Venipuncture procedure up to a maximum amount of \$20.00
- Laboratory procedures up to a maximum amount of \$150.00 including but not limited to:
 - Pregnancy test \$ 6.00
 - Urine analysis \$ 9.00
 - Drug or alcohol screen \$44.00
 - Chlamydia culture \$37.00
 - Gonorrhea testing \$16.00
 - Syphilis test \$11.00
- Sexual Assault kit up to a maximum amount of \$50.00
- Supplies and material up to a maximum amount of \$100.00
- Handling / conveyance of the specimen up to a maximum amount of \$20.00

Usual and customary services

- After hours (4:30 pm-10 pm Mon-Sat) \$20
- Sunday and holiday \$39
- Night hours (10 pm-8am Mon-Sat) \$39
- Call out, no exam performed \$200
- Anogenital exam \$128
- High resolution digital photography \$100



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Erin D'Vincent, Senior Buyer Specialist

DATE: August 21, 2015

SUBJECT: Request for Determination of Goals for Solicitation No. – N/A, Professional Service

Project Name: Forensic examination for sexual assault survivors

Commodity

Code(s): 96465

Estimated Value: \$3,930,415

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

This is exempt as a Professional Service, and the scope of services provided are forensic examinations for victims of sexual assault. Due to the confidentiality of the subsequent evidence and court case, all services need to be provided by one provider.

The Departmental Point of Contact is: Mary Ann Carney, 512-974-4543

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 974-3070.

☐ Approved w/ Goals

☒ Approved, w/out Goals

Recommend the use of the following goals based on the below reasons:

a. Goals: _____% MBE _____% WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons:

There are no subcontracting opportunities

Veronica Lara, Director

Date: 8.28.15

cc: Lorena Resendiz