



Amendment No. 6
to
Agreement No. 9100 NG150000021
for
Social Services
between
CHILD, INC.
and the
CITY OF AUSTIN

(After School and Summer EEC)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Four Hundred Seventy Nine Thousand Three Hundred Thirty dollars (\$479,330)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,293,750
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 77,625	\$ 1,371,375
Amendment No. 2: Modify Program Budget and Narrative	\$ 0	\$ 1,371,375
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 21,028	\$ 1,392,403
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 11,691	\$ 1,404,094
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 479,330	\$ 1,883,424
Amendment No. 6: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 479,330	\$ 2,362,754

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 4/25/2019]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 4/25/2019]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$479,330 (*Four Hundred Seventy Nine Thousand Three Hundred Thirty dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

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

GRANTEE

Signature: _____

Albert L. Black

CHILD, INC.
Albert Black, Executive Director
818 E. 53rd Street
Austin, TX 78751

Date: 8-22-2019

CITY OF AUSTIN

Signature: _____

Lead

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 10-2-19

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2020**Period Performance Start**
10/1/2019**Period Performance End**
9/30/2020**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	650		650
2	Total Number of Clients Served by Extended Day Program	500		500
3	Total Number of Clients Served by the Summer Learning Program	250		250

Program Performance MeasuresContract Start
9/1/2015Contract End
9/30/2020Period Performance Start
10/1/2019Period Performance End
9/30/2020**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of youth served who progress to the next academic level	585
1 Den	Total number of youth who received services	650
1 Rate	Percent of youth who progress to the next academic level	90
2 Num	Number of Parents Satisfied with Extended Day Program	450
2 Den	Number of Parents with Children Served by Extended Day Program	500
2 Rate	Percentage of Parents Satisfied with Extended Day Program	90
3 Num	Number of Parents Satisfied with Summer Learning Program	225
3 Den	Number of Children Served in Summer Learning Program	250
3 Rate	Percentage of Satisfied Parents with Summer Learning Program	90

Program Budget and Narrative

Program Start 10/1/2019

Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$479,330.00	\$0.00	\$479,330.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$479,330.00	\$0.00	\$479,330.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, Retirement, Benefits, and Payroll Taxes for programmatic and administrative staff related to the After School and Summer EEC program

General Op Expenses**Program Subgrantees****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 5
to
Agreement No. NG150000021
for
Social Services
between
CHILD, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Four Hundred Seventy Nine Thousand Three Hundred Thirty dollars (\$479,330)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,293,750
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 77,625	\$ 1,371,375
Amendment No. 2: Modify Program Budget and Narrative	\$ 0	\$ 1,371,375
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 21,028	\$ 1,392,403
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 11,691	\$ 1,404,094
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 479,330	\$ 1,883,424

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 – Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 – Program Performance Measures**. [Revised 6/26/2018]

Exhibit B.1 – Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 – Program Budget and Narrative**. [Revised 6/26/2018]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$479,330 (Four Hundred Seventy Nine Thousand Three Hundred Thirty dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

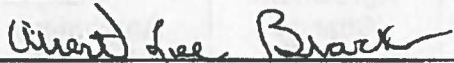
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

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

GRANTEE

Signature:



CHILD, INC.
Albert Black, Executive Director
818 E. 53rd Street
Austin, TX 78751

Date: 8-21-2018

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 10/10/18

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	650		650
2	Total Number of Clients Served by Extended Day Program	500		500
3	Total Number of Clients Served by the Summer Learning Program	250		250

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of youth served who progress to the next academic level	585
1 Den	Total number of youth who received services	650
1 Rate	Percent of youth who progress to the next academic level	90
2 Num	Number of Parents Satisfied with Extended Day Program	450
2 Den	Number of Parents with Children Served by Extended Day Program	500
2 Rate	Percentage of Parents Satisfied with Extended Day Program	90
3 Num	Number of Parents Satisfied with Summer Learning Program	225
3 Den	Number of Children Served in Summer Learning Program	250
3 Rate	Percentage of Satisfied Parents with Summer Learning Program	90

Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

	City Share	Other	Total
Salary plus Benefits	\$479,330.00	\$0.00	\$479,330.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$479,330.00	\$0.00	\$479,330.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, Retirement, Benefits, and Payroll Taxes for programmatic and administrative staff related to the After School and Summer EEC program

General Op Expenses**Program Subgrantees****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 4
to
Agreement No. NG150000021
for
Social Services
between
CHILD, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Eleven Thousand and Six Hundred Ninety One dollars (\$11,691)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,293,750
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 77,625	\$ 1,371,375
Amendment No. 2: Modify Program Budget and Narrative	\$ 0	\$ 1,371,375
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 21,028	\$ 1,392,403
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 11,691	\$ 1,404,094

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 6/13/2018]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 6/8/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/4/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 Agreement Amount. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is \$1,404,094 (One Million Four Hundred Four Thousand and Ninety Four dollars), and \$479,330 (Four Hundred Seventy Nine Thousand Three Hundred Thirty dollars) per 12 month extension option, for a total Agreement amount of \$2,842,084. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$479,330 (Four Hundred Seventy Nine Thousand Three Hundred Thirty dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.


7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

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

GRANTEE

Signature: _____

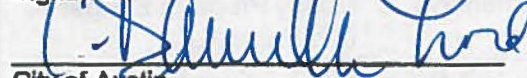


CHILD, INC.
Albert Black, Executive Director
818 E. 53rd Street
Austin, TX 78751

Date: 6-27-18

CITY OF AUSTIN

Signature: _____



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 7/31/18

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

1. Program goals and objectives include:

- The Summer Learning Program provides both care and educational enrichment to help eliminate the educational fade-out that affects children who are out of school for long periods of time and ensures young children are ready for kindergarten at the start of the new school year - a particularly crucial problem for low-income children.
- Extended Day (ED) provides learning activities and intentional instruction in small group and one-on-one interactions in the areas of skill development beyond the Head Start minimum duration standards in order to prepare children for success later in school and in life.

Program Clients Served

The Extended Day program will serve income eligible families with children ages three – five years. Child Inc. will give priority to child care referrals from Neighborhood Centers run by Austin Public Health by making them a priority in the Head Start selection criteria.

The summer program will serve children, ages 3 through 5 years old, enrolled in Head Start, prospectively enrolled in the next service year, or are City of Austin income and resident eligible. Priority will be given to working parents.

Eligibility related to income, identity, and residency will be verified upon client intake through documentation consistent with the Client Eligibility Requirements in Exhibit A.3. After the first year of services and initial documentation verification, clients will recertify their eligibility annually through a self-certification form.

Program Services And Delivery

The Summer Learning Program provides effective, engaging interactions and environments that are the foundation for all learning in early childhood classrooms. This practice will be available during summer for families of working parents. Child Inc high-quality preschool includes:

- Well-organized classrooms which feature consistent schedules, well-designed learning centers, established routines, and sensitive and appropriate guidance strategies.
- Social and emotional support which teachers establish and promote a positive climate in their classrooms through their interactions every day.
- Instructional interactions and materials in preschool must support and extend children's thinking, problem solving, and conversational skills and vocabulary.
- Effective teachers who support children's engagement by making concepts and skills salient, asking questions that encourage children to analyze and reason, providing the right amount of help, offering feedback that acknowledges children's attempts and motivates continued efforts, and providing high-quality language modeling.
- Classes conducted in Child Inc. centers that are state-licensed, accredited, or applying for accreditation from NAEYC, and NAC. Classes will have no more than a 1:10 teacher/student ratio during instructional time.
- Programming will include group activities, technology time, structured outdoor play time, language development, and math literacy activities
- Summer extended day services will be provided to eligible children and families from 7:30 am to 5:00 pm, Monday – Friday, for a 60 day period beginning mid-June through early August.
- Child Inc policies include provisions for families unable to make the 5PM pickup due to ongoing issues. Children that cannot be picked up prior to 5:00pm due to ongoing schedule conflicts related to family or employment issues will be provided services beyond 5:00pm without incurring any costs or penalties.

Extended Day will provide an additional 3 hours of care and will enable working families to stay at their jobs while their children receive the same quality care. The program is modeled to follow the Standards as noted in the Head Start guidelines as it relates to quality early childhood development.

Program services include:

*Created 4/23/2015 10:35:00 AM**Last Modified, If Applicable 6/13/2018 5:36:00 PM*

Program Work Statement

Contract Start Date**9/1/2015*****Contract End Date*****9/30/2018**

- Extended Day will be available from 2:00 to 5:00 pm on all days that Child Inc. centers are open. Child Inc. follows the Austin ISD school calendar/schedule. Children that cannot be picked up prior to 5:00pm due to ongoing schedule conflicts related to family or employment issues will be provided services beyond 5:00pm without incurring any costs or penalties.
- All Child Inc. stand-alone Centers will offer Extended Day Care to eligible working families. Site program continuation will be evaluated annually.

- Eligible children will be from families that reside in Austin and/or Travis County and have a gross income of less than 200% of federal poverty guidelines.
- Attendance for both programs will be monitored daily and Child Inc. will communicate with the parent if any children are absent 3 or more consecutive days. Clients shall be dropped from the City funded portion of the program if children are not attending regularly. If no contact is made by the 5th consecutive day of absence, billing to the City will end. Billings for more than 5 consecutive days of absence must be documented, and will include reasons(s) for the absences.

System for Collecting and Reporting Program Data

Child Inc utilizes Child Plus, professional management system as well as City of Austin required reporting tool. Our policies include client intake, data management, security, and reporting. The monitoring plan includes:

- Use of eligibility form (intake) documenting income as well as residency requirements.
- Internal review of family files by Center Managers on a Monthly Basis.
- Program follows Head Start policies and procedures, which will be monitored by Child Inc. and documented in the annual report to the City with a narrative about how the curriculum and program structure align with TX POST standards.

Child Inc. will provide annual results of internal monitoring reports and processes. Child Inc. will also provide a brief narrative in the contractually required annual report to the City regarding how their programming that year aligns with TX POST guidelines.

Performance Evaluation

Teaching Strategies Gold will be used for child assessment, evaluation and follow up. Child Inc will monitor the afterschool program. Program effectiveness, evaluation, oversight and program improvement will be monitored to ensure delivery of quality services.

- Extended Day staff and activities will be monitored under existing Head Start regulations and management oversight.
- Program effectiveness will be measured using existing Child Inc evaluation tools and monitored with management oversight.
- Performance evaluation: Benchmark Beginning of the Year Assessment and Conduct End of Year Assessment

The board of directors, executive and education team utilize the results of the Beginning, Middle and Year End assessments to provide information about how prepared enrolled children are for the academic, social, physical, emotional and cognitive demands of school. This information helps to develop learning goals for our program.

Quality Improvement

- Quality Improvement: Provide necessary supports for children not advancing at the appropriate level.
- Conduct parent satisfaction surveys for review and program improvement.

Service Coordination with Other Agencies

Child Inc. has ongoing working relationships with numerous Travis County organizations and non-profit agencies such as: Austin Independent School District, Manor ISD, Pflugerville ISD, Del Valle ISD, Safe Place, Any Baby Can, Early Childhood Intervention Services, Austin Child Guidance Center, Easter Seals Central Texas, Connect Care, Travis County Health & Human Services Commission, and Travis County Integral Care.

Service Collaboration with Other Agencies

This is not a collaborative as defined by the COA HHSD.

*Created 4/23/2015 10:35:00 AM**Last Modified, If Applicable 6/13/2018 5:36:00 PM*

Child Inc

After School and Summer EEC

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Community Planning Activities

Child Inc. is an active participant in United Way's Success by Six initiatives and School Readiness Action Plan. Child Inc. is a member of One Voice Central Texas, the Austin Chapter of NAEYC and numerous state and national planning and advocacy groups. Various professionals within our staff are members of professional organizations related to their specific areas of expertise and management.

Created 4/23/2015 10:35:00 AM

Last Modified, If Applicable 6/13/2018 5:36:00 PM

Program Performance Measures

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs		Period			Contract Term **
		1	2*	3*	
ID	Output Measure Description				
1	Total Number of Unduplicated Clients Served	451	325	650	1426
2	Total Number of Clients Served by Extended Day Program		250	500	750
3	Total Number of Clients Served by the Summer Learning Program		250	250	500

Outcomes		Period			Contract Term **
		1	2*	3*	
ID	Outcome Measure Description				
	Number of youth served who progress to the next academic level	225	225	585	1035
4B	Total number of youth who received services	250	250	650	1150
	Percent of youth who progress to the next academic level	90	90	90	90
	Number of Parents Satisfied with Extended Day Program	150	225	450	825
	Number of Parents with Children Served by Extended Day Program	166	250	500	916
	Percentage of Parents Satisfied with Extended Day Program	90.36	90	90	90.07
	Number of Parents Satisfied with Summer Learning Program	225	225	225	675
	Number of Children Served in Summer Learning Program	250	250	250	750
	Percentage of Satisfied Parents with Summer Learning Program	90	90	90	90

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/23/2015 11:04:00 AM Last Modified, If Applicable: 6/8/2018 10:20:00 AM

Program Performance Measures

**** Goal Served May Include Carry-Over From Previous Period***

***** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be \leq Sum of Periods***

Created: 4/23/2015 11:04:00 AM Last Modified, If Applicable: 6/8/2018 10:20:00 AM

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
Salary plus Benefits	\$0.00	\$467,639.00	\$479,330.00		\$946,969.00
General Operations Expenses	\$0.00	\$0.00	\$0.00		\$0.00
Program Subgrantees	\$318,477.00	\$0.00	\$0.00		\$318,477.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$318,477.00	\$0.00	\$0.00		\$318,477.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$138,648.00	\$0.00	\$0.00		\$138,648.00
Direct Assistance SubTotal	\$138,648.00	\$0.00	\$0.00		\$138,648.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$457,125.00	\$467,639.00	\$479,330.00		\$1,404,094.00
Total Period Percentage	32.56	33.31	34.14		

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, Retirement, Benefits, and Payroll Taxes for programmatic and administrative staff related to the After School and Summer EEC program

General Op Expenses**Program Subgrantees****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 3
to
Contract No. NG150000021
for
Social Services
between
CHILD, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Twenty One Thousand and Twenty Eight dollars (\$21,028)***. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,293,750
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 77,625	\$ 1,371,375
Amendment No. 2: Modify Program Budget and Narrative	\$ 0	\$ 1,371,375
Amendment No. 3: Add funds to Contract and modify Exhibits	\$ 21,028	\$ 1,392,403

- 3.0 The following changes have been made to the original Contract EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 11/23/2016]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 11/23/2016]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 11/23/2016]

Exhibit B.2 -- Program Subcontractors is deleted in its entirety from the Contract.

- 4.0 MBE/WBE goals were not established for this Contract.
- 5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

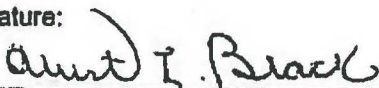
6.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

7.0 All other Contract terms and conditions remain the same.

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

CONTRACTOR

Signature:

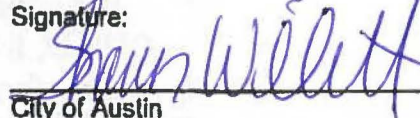


CHILD, INC.
Albert Black, Executive Director
818 E. 53rd Street
Austin, TX 78751

Date: 12-1-16

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 12-21-16

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

1. Program goals and objectives include:

- The Summer Learning Program provides both care and educational enrichment to help eliminate the educational fade-out that affects children who are out of school for long periods of time and ensures young children are ready for kindergarten at the start of the new school year - a particularly crucial problem for low-income children.
- Extended Day (ED) provides learning activities and intentional instruction in small group and one-on-one interactions in the areas of skill development beyond the Head Start minimum duration standards in order to prepare children for success later in school and in life.

Program Clients Served

The Extended Day program will serve income eligible families with children ages three – five years. Child Inc. will give priority to child care referrals from Neighborhood Centers run by the Austin/Travis County Health and Human Services Department by making them a priority in the Head Start selection criteria.

The summer program will serve children, ages 3 through 5 years old, enrolled in Head Start, prospectively enrolled in the next service year, or are City of Austin income and resident eligible. Priority will be given to working parents.

Program Services And Delivery

The Summer Learning Program provides effective, engaging interactions and environments that are the foundation for all learning in early childhood classrooms. This practice will be available during summer for families of working parents. Child Inc high-quality preschool includes:

- Well-organized classrooms which feature consistent schedules, well-designed learning centers, established routines, and sensitive and appropriate guidance strategies.
- Social and emotional support which teachers establish and promote a positive climate in their classrooms through their interactions every day.
- Instructional interactions and materials in preschool must support and extend children's thinking, problem solving, and conversational skills and vocabulary.
- Effective teachers who support children's engagement by making concepts and skills salient, asking questions that encourage children to analyze and reason, providing the right amount of help, offering feedback that acknowledges children's attempts and motivates continued efforts, and providing high-quality language modeling.
- Classes conducted in Child Inc. centers that are state-licensed, accredited, or applying for accreditation from NAEYC, and NAC. Classes will have no more than a 1:10 teacher/student ratio during instructional time.
- Programming will include group activities, technology time, structured outdoor play time, language development, and math literacy activities
- Summer extended day services will be provided to eligible children and families from 7:30 am to 5:00 pm, Monday – Friday, for a 60 day period beginning mid-June through early August.
- Child Inc policies include provisions for families unable to make the 5PM pickup due to ongoing issues. Children that cannot be picked up prior to 5:00pm due to ongoing schedule conflicts related to family or employment issues will be provided services beyond 5:00pm without incurring any costs or penalties.

Extended Day will provide an additional 3 hours of care and will enable working families to stay at their jobs while their children receive the same quality care. The program is modeled to follow the Standards as noted in the Head Start guidelines as it relates to quality early childhood development.

Program services include:

- Extended Day will be available from 2:00 to 5:00 pm on all days that Child Inc. centers are open. Child Inc. follows the Austin ISD school calendar/schedule. Children that cannot be picked up prior to 5:00pm due to ongoing schedule conflicts related to family or employment issues will be provided services beyond 5:00pm without incurring any costs or penalties.
- All Child Inc. stand-alone Centers will offer Extended Day Care to eligible working families. Site program continuation will be

Created 4/23/2015 10:35:00 AM

Last Modified, If Applicable 11/23/2016 2:14:00 PM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

evaluated annually.

- Eligible children will be from families that reside in Austin and/or Travis County and have a gross income of less than 200% of federal poverty guidelines.
- Attendance for both programs will be monitored daily and Child Inc. will communicate with the parent if any children are absent 3 or more consecutive days. Clients shall be dropped from the City funded portion of the program if children are not attending regularly. If no contact is made by the 5th consecutive day of absence, billing to the City will end. Billings for more than 5 consecutive days of absence must be documented, and will include reasons(s) for the absences.

System for Collecting and Reporting Program Data

Child Inc utilizes Child Plus, professional management system as well as City of Austin required reporting tool. Our policies include client intake, data management, security, and reporting. The monitoring plan includes:

- Use of eligibility form (Intake) documenting income as well as residency requirements.
- Internal review of family files by Center Managers on a Monthly Basis.
- Program follows Head Start policies and procedures, which will be monitored by Child Inc. and documented in the annual report to the City with a narrative about how the curriculum and program structure align with TX POST standards.

Child Inc. will provide annual results of internal monitoring reports and processes. Child Inc. will also provide a brief narrative in the contractually required annual report to the City regarding how their programming that year aligns with TX POST guidelines.

Performance Evaluation

Teaching Strategies Gold will be used for child assessment, evaluation and follow up.

Child Inc will monitor the afterschool program. Program effectiveness, evaluation, oversight and program improvement will be monitored to ensure delivery of quality services.

- Extended Day staff and activities will be monitored under existing Head Start regulations and management oversight.
- Program effectiveness will be measured using existing Child Inc evaluation tools and monitored with management oversight.
- Performance evaluation: Benchmark Beginning of the Year Assessment and Conduct End of Year Assessment

The board of directors, executive and education team utilize the results of the Beginning, Middle and Year End assessments to provide information about how prepared enrolled children are for the academic, social, physical, emotional and cognitive demands of school. This information helps to develop learning goals for our program.

Quality Improvement

- Quality Improvement: Provide necessary supports for children not advancing at the appropriate level.
- Conduct parent satisfaction surveys for review and program improvement.

Service Coordination with Other Agencies

Child Inc. has ongoing working relationships with numerous Travis County organizations and non-profit agencies such as: Austin Independent School District, Manor ISD, Pflugerville ISD, Del Valle ISD, Safe Place, Any Baby Can, Early Childhood Intervention Services, Austin Child Guidance Center, Easter Seals Central Texas, Connect Care, Travis County Health & Human Services Commission, and Travis County Integral Care.

Service Collaboration with Other Agencies

This is not a collaborative as defined by the COA HHSD.

Community Planning Activities

Child Inc. is an active participant in United Way's Success by Six initiatives and School Readiness Action Plan. Child Inc. is a member of One Voice Central Texas, the Austin Chapter of NAEYC and numerous state and national planning and advocacy

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Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

groups. Various professionals within our staff are members of professional organizations related to their specific areas of expertise and management.

Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>		10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>		9/30/2016	9/30/2017	9/30/2018	9/30/2018

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
Outputs					
ID	Output Measure Description				
1	Total Number of Unduplicated Clients Served	451	325	325	1101
2	Total Number of Clients Served by Extended Day Program		250	250	500
3	Total Number of Clients Served by the Summer Learning Program		250	250	500

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
Outcomes					
ID	Outcome Measure Description				
	Number of youth served who progress to the next academic level	225	225	225	675
4B	Total number of youth who received services	250	250	250	750
	Percent of youth who progress to the next academic level	90	90	90	90
	Number of Parents Satisfied with Extended Day Program	150	225	225	600
	Number of Parents with Children Served by Extended Day Program	166	250	250	666
	Percentage of Parents Satisfied with Extended Day Program	90.36	90	90	90.09
	Number of Parents Satisfied with Summer Learning Program	225	225	225	675
	Number of Children Served in Summer Learning Program	250	250	250	750
	Percentage of Satisfied Parents	90	90	90	90

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

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Program Performance Measures

** Goal Served May Include Carry-Over From Previous Period*

*** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be \leq or = Sum of Periods)*

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Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		Total
<i>Salary plus Benefits</i>	\$0.00	\$467,639.00	\$467,639.00		\$935,278.00
<i>General Operations Expenses</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Program Subcontractors</i>	\$318,477.00	\$0.00	\$0.00		\$318,477.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	\$318,477.00	\$0.00	\$0.00		\$318,477.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$138,648.00	\$0.00	\$0.00		\$138,648.00
<i>Direct Assistance SubTotal</i>	\$138,648.00	\$0.00	\$0.00		\$138,648.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$457,125.00	\$467,639.00	\$467,639.00		\$1,392,403.00
<i>Total Period Percentage</i>	32.83	33.59	33.59		

Detailed Budget Narrative

Salaries plus Benefits *Salaries, Retirement, Benefits, and Payroll Taxes*

General Op Expenses

Program Subcontractors

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay



Amendment No. 2
to
Contract No. NG150000021
for
Social Services
between
CHILD, INC.
and the
CITY OF AUSTIN

1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.

2.0 The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,293,750
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 77,625	\$ 1,371,375
Amendment No. 1: Modify Program Budget and Narrative	\$ 0	\$ 1,371,375

3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 7/27/2016]

4.0 MBE/WBE goals were not established for this Contract.

5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

6.0 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 Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

7.0 All other Contract terms and conditions remain the same.

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

CONTRACTOR

Signature:

Albert L. Black

CHILD, INC.

Albert Black, Executive Director

818 E. 53rd Street

Austin, TX 78751

Date: 7/29/16

CITY OF AUSTIN

Signature:

[Signature]

City of Austin

Purchasing Office

PO Box 1088

Austin, TX 78767

Date: 08-10-2016

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		Total
<i>Salary plus Benefits</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>General Operations Expenses</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Program Subcontractors</i>	\$318,477.00	\$150,000.00	\$150,000.00		\$618,477.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	\$318,477.00	\$150,000.00	\$150,000.00		\$618,477.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$138,648.00	\$307,125.00	\$307,125.00		\$752,898.00
<i>Direct Assistance SubTotal</i>	\$138,648.00	\$307,125.00	\$307,125.00		\$752,898.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$457,125.00	\$457,125.00	\$457,125.00		\$1,371,375.00
<i>Total Period Percentage</i>	33.33	33.33	33.33		

Detailed Budget Narrative**Salaries plus Benefits****General Op Expenses**

Program Subcontractors *Extend A Care After School Care at Child Inc Centers*
Daily Rate of \$5.076 for 178 Service Days
Output: 166

Staff Travel**Conferences****Food and Beverage****Financial Assistance**

Other Assistance *Summer Learning Program for Children Ages 3-5*
Daily Rate Per Child \$28.125

Capital Outlay



Amendment No. 1
to
Contract No. NG150000021
for
Social Services
between
CHILD, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Seventy Seven Thousand Six Hundred Twenty Five dollars (\$77,625)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,293,750
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 77,625	\$ 1,371,375

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 3/17/2016]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/17/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

Section 4.1 [Contract Amount]. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$1,371,375 (One Million Three Hundred Seventy One Thousand Three Hundred Seventy Five dollars)**, and **\$457,125 (Four Hundred Fifty Seven Thousand One Hundred Twenty Five dollars)** per twelve (12) month extension option, for a total Contract amount of **\$2,742,750**. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

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CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov

Questions regarding the RFA shall be sent to
CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local
time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR
FLASH DRIVE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Child Inc. - Non Profit

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

E-Mail Address: _____

Phone Number: _____

* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
CHILD, INC.
FOR
SOCIAL SERVICES**

CONTRACT NO. NG150000021

CONTRACT AMOUNT: \$1,293,750

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Child, Inc. ("Contractor"), a Texas non-profit corporation, having offices at 818 E. 53rd Street, Austin, TX 78751.

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 the attached Contract Exhibits.

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 Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

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 Program Work Statement. 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 requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 Designation of Key Personnel. The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Cynthia Gamez or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Albert Black, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, 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 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

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

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$1,293,750 (One Million Two Hundred Ninety Three Thousand Seven Hundred Fifty dollars)**, and **\$431,250 (Four Hundred Thirty One Thousand Two Hundred Fifty dollars)** per twelve (12) month extension option, for a total Contract amount of \$2,587,500. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$431,250 (*Four Hundred Thirty One Thousand Two Hundred Fifty dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$431,250 (*Four Hundred Thirty One Thousand Two Hundred Fifty dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$431,250 (*Four Hundred Thirty One Thousand Two Hundred Fifty dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

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

4.2.2 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.

4.3 **Payment.**

4.3.1 All requests for payment 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. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 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.

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

- 4.3.3.1 delivery of unsatisfactory services by the Contractor;

- 4.3.3.2 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;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 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;
- 4.3.3.5 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;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 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. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **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.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

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

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 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, regardless of when the cause for a claim is discovered (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

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

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms

and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 **Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 **Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).

5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 Financial Audit of Contractor.

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 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, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement 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.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

- 5.1 **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.
- 5.2 **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.
- 5.3 **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.
- 5.4 **Termination Without Cause.** The City 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, 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.
- 5.5 **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 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 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.

6.1.1.2 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.

6.1.1.3 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.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the 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.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 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. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 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.

6.1.1.9 If insurance policies are not written for amounts specified, 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.

6.1.1.10 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.

6.1.1.11 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.

6.1.1.12 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.

6.1.1.13 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.

6.1.1.14 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.

6.1.2 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.

6.1.2.1 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.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
- 6.1.2.1.2 Independent Contractor's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* **Supplemental Insurance Requirement.** If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **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:

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

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim 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 Contract.

6.1.2.4.2 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 twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **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.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **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 C. 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. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **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.

6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **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.

6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. 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. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 **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.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)
- 8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes 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.
- 8.4 **Indemnity.**
- 8.4.1 Definitions:
- 8.4.1.1 "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:
- 8.4.1.1.1 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;
- 8.4.1.1.2 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),
- 8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- 8.4.2 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.

- 8.5 **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 affect on the Contractor's ability to perform hereunder, 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.
- 8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 **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, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Child, Inc.	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Albert Black, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	818 E. 53rd Street Austin, TX 78751	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **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.

- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **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.
- 8.11 **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.
- 8.12 **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.
- 8.13 **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.
- 8.14 **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.
- 8.15 **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.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement 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.

8.17 **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.

8.18 **Dispute Resolution.**

8.18.1 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.

8.18.2 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.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a

condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **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.

8.23 **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.

8.24 **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.

8.25 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.

8.26 Non-Suspension or Debarment Certification. The City 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 Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, 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.

CHILD, INC.

Signature: Albert L. Black

Name: Albert L. Black
Printed Name

Title: Executive Director

Date: 6/8/2015

CITY OF AUSTIN

Signature: James Scanlon

Name: James Scanlon
PURCHASING OFFICE

Date: 8/18/15

EXHIBITS

Exhibit A – Program Forms

- A.1** Program Work Statement
- A.2** Program Performance Measures
- A.3** Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1** Program Budget and Narrative
- B.2** Program Subcontractors

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

1. Program goals and objectives:

- The Summer Learning Program provides both care and educational enrichment to help eliminate the educational fade-out that affects children who are out of school for long periods of time and ensures young children are ready for kindergarten at the start of the new school year - a particularly crucial problem for low-income children. Approximately 250 Head Start children will be served in the Summer Learning Program.
- After School Care will be offered for Child Inc families who meet income and residency requirements. After School Care provides a structured and resourceful educational environment that invests in a child's development. The extended day keeps children safe and secure and provides enriching activities while their parents work.

Program Clients Served

2. Program clients served: Income eligible families with children ages three – five years. Eligible children will be from families that reside in Austin and/or Travis County and have a gross income of less than 200% of federal poverty guidelines. Child Inc. will give priority to Austin/Travis County HHSD Neighborhood Center child care referrals by making them a priority in the Head Start selection criteria.

Program Services And Delivery

3. Program services and delivery:

The Summer Learning Program provides effective, engaging interactions and environments that are the foundation for all learning in early childhood classrooms. This practice will be available during summer for families of working parents. Child Inc high-quality preschool includes:

- Well-organized classrooms feature consistent schedules, well-designed learning centers, established routines, and sensitive and appropriate guidance strategies.
- Social and emotional support means that teachers establish and promote a positive climate in their classrooms through their interactions every day.
- Instructional interactions and materials in preschool must support and extend children's thinking, problem solving, and conversational skills and vocabulary.
- Effective teachers support children's engagement by making concepts and skills salient, ask questions that encourage children to analyze and reason, provide the right amount of help, offer feedback that acknowledges children's attempts and motivates continued efforts, and provide high-quality language modeling.
- Classes will be conducted in Child Inc. centers on are state-licensed, accredited, or applying for accreditation from NAEYC, NAC, and /or Texas Rising Star. Classes will have no more than a 1:10 teacher ratio during instructional time.
- Summer extended day services will be provided to eligible children and families from 7:30 am to 5:30 pm, Monday – Friday, for a 40 day period beginning mid-June through early August.
- The summer program will serve children, ages 3 through 5 years old, enrolled in Head Start, prospectively enrolled in the next service year, or are City of Austin income and resident eligible. Priority will be given to working parents.

After School Care will provide the additional 4 hours of care and will enable working families to stay at their jobs while their children receive the same quality care. The program is modeled to follow the Standards as noted in the TX POST guidelines as it relates to quality early childhood development. Program services include:

- After school services will be provided by EAC to Child Inc Head Start families who qualify for EAC and CCS per a Memorandum of Agreement between EAC and Child Inc.
- EAC services will be available at selected sites from 2:00 to 6:00 pm on all days that Child Inc. centers are open. Child Inc. follows the Austin ISD school calendar/schedule. EAC will maintain its own state license at each site. Sites: Brodie, William Cannon, Fountain Plaza, Forbes and Cedar Bend. Sites may vary based on family demographic need.
- Child Inc will pay a fee to EAC based on a daily rate of \$5.076 per child for 178 service days serving a maximum of 166 children for the contract year.
- Eligible children will be from families that reside in Austin and/or Travis County and have a gross income of less than 200% of federal poverty guidelines.

Attendance for both programs will be monitored daily and Child Inc. will communicate with the parent if any children are absent 3 or more consecutive days. Clients shall be dropped from the City funded portion of the program if children are not attending regularly. If no contact is made by the 5th consecutive day of absence, billing to the City will end. Billings for more than 5 consecutive days of absence must be documented, and will include reasons(s) for the absences.

Created 4/23/2015 10:35:00 AM

Last Modified, If Applicable 7/17/2015 2:12:00 PM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

System for Collecting and Reporting Program Data

4. System for collecting and reporting program data: Child Inc utilizes Child Plus, professional management system as well as City of Austin required reporting tool. Our policies include stringent client intake, data management, security, and reporting. Child Inc will monitor subcontractor, Extend A Care programming at Child Inc sites. The monitoring plan includes:

- Use of an eligibility form documenting income as well as residency requirements.
- Internal review of family files by Center Directors on a Monthly Basis.
- Child Inc meets with Extend A Care administrators twice per year to review program effectiveness and procedures to ensure quality. Program improvement plan provided.

Performance Evaluation

5. Program Evaluation Plan:

- o Teaching Strategies Gold will be used for child assessment, evaluation and follow up.
- o Child Inc and EAC will work collaboratively to monitor the afterschool program. Program effectiveness, evaluation, oversight and program improvement will be monitored by both Child Inc and EAC to ensure delivery of quality services. Partners will meet three times per contract year to assess program.
- o Extend-A-Care for Kids obtains a license for each program from the Child Care Licensing division of the State of Texas Department of Family and Protective Services (DFPS) and operates each program which meets or exceeds the Minimum Standards for Child-Care Centers and/or School-age and Before or After-School Programs. DFPS makes unannounced monitoring visits through the year to ensure that Extend-A-Care meets the standards. All of Extend-A-Care's programs are in the highest standings with TDFPS. This means that Child Care Licensing monitors the EAC facilities only once out of a 10-month period.
- o Extend-A-Care's certified Youth Program Quality External Assessors, through The Weikart Center for Youth Program Quality, provide Youth Program Quality Assessments (PQA) to evaluate categories which include safe environment, supportive environment, interaction, engagement, youth-centered policies and practices, high expectations for youth and staff and access. Assessments are conducted at least twice a year.
- o Extend-A-Care utilizes the National AfterSchool Association's Core Knowledge and Competencies for Afterschool and Youth Development Professionals and National AfterSchool Association's Standards for Quality School-Age Care to assess the programs. In addition, twice-per-year Center Visit Quality Reports are made by licensed center directors employed by EAC who perform unannounced visits on another center director's program.
- Performance evaluation: Benchmark Beginning of the Year Assessment and Conduct End of Year Assessment

Quality Improvement

- Quality Improvement: Provide necessary supports for children not advancing at the appropriate level.
- Conduct parent satisfaction surveys for review and program improvement.

Service Coordination with Other Agencies

6. Agency Service Cooperation and Collaboration:

- Service Cooperation with Other Agencies: Coordination with Extend A Care (subcontractor) also provides an established source of CCS income that covers the majority of program expense. This arrangement provides the efficiency needed to provide after school care for working Head Start parents at minimal cost to Child Inc, the City, EAC and parents.

Service Collaboration with Other Agencies

- Service Collaboration with Other Agencies: We have ongoing working collaborative relationships with numerous Travis County organizations and non-profit agencies such as: Austin Independent School District, Manor ISD, Pflugerville ISD, Del Valle ISD, Safe Place, Any Baby Can, Early Childhood Intervention Services, Austin Child Guidance Center, Easter Seals Central Texas, Connect Care, Travis County Health & Human Services Commission, and Travis County Integral Care.

Community Planning Activities

7. Description of agency's involvement in community planning activities that are specific to the services provided under this program:

Created 4/23/2015 10:35:00 AM

Last Modified, If Applicable 7/17/2015 2:12:00 PM

Program Work Statement

Contract Start Date 9/1/2015 ***Contract End Date*** 9/30/2018

Child Inc is an active participant in United Way's Success by Six initiatives and School Readiness Action Plan. Our executive director is a member of the City's Early Childhood Council. Child Inc is a member of One Voice Central Texas, the Austin Chapter of NAEYC and numerous state and national planning and advocacy groups. Various professional within our staff are members of professional organizations related to their specific areas of expertise and management.

Program Performance Measures

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs		Period			Contract Term **
ID	Output Measure Description	1	2*	3*	
1	Total Number of Unduplicated Clients Served	416	387	387	1190

Outcomes		Period			Contract Term **
ID	Outcome Measure Description	1	2*	3*	
	Number of youth served who progress to the next academic level	225	225	225	675
4B	Total number of youth who received services	250	250	250	750
	Percent of youth who progress to the next academic level	90	90	90	90
	Number of Parents Satisfied with After School Care	150	150	150	150
	Number of Children Served with After School Care	166	166	166	166
	Percentage of Satisfied Parents	90.36	90.36	90.36	90.36
	Number of Parents Satisfied with Summer Learning Program	225	225	225	225
	Number of Children Served in Summer Learning Program	250	250	250	250
	Percentage of Satisfied Parents	90	90	90	90

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/23/2015 11:04:00 AM Last Modified, If Applicable: 4/27/2015 4:02:00 PM

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - Annual certification of client eligibility
 - Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - Clients in programs serving victims of violence are not subject to residency or income requirements
 - Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - A government –issued identification; or
 - A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - ♦ For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		Total
<i>Salary plus Benefits</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>General Operations Expenses</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Program Subcontractors</i>	\$150,000.00	\$150,000.00	\$150,000.00		\$450,000.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	\$150,000.00	\$150,000.00	\$150,000.00		\$450,000.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$281,250.00	\$281,250.00	\$281,250.00		\$843,750.00
<i>Direct Assistance SubTotal</i>	\$281,250.00	\$281,250.00	\$281,250.00		\$843,750.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$431,250.00	\$431,250.00	\$431,250.00		\$1,293,750.00
<i>Total Period Percentage</i>	33.33	33.33	33.33		

Detailed Budget Narrative

Salaries plus Benefits

General Op Expenses

Program Subcontractors Extend A Care After School Care at Child Inc Centers
Daily Rate of \$5.076 for 178 Service Days
Output: 166

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance Summer Learning Program for Children Ages 3-5
Daily Rate Per Child \$28.125

Capital Outlay

Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Extend A Care

<i>Unduplicated Count</i>	166	166	166	166
<i>Amount</i>	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

After School Child Care Services to be held at Child Inc. Head Start centers.

**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 8 day of June, 2015

CONTRACTOR

Authorized
Signature

Title

Child Inc.
Aunt D. Black
Executive Director

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to CityHSRFA2014@austintexas.gov by 4 PM on April 11th, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

2. INSURANCE: Insurance is required for this solicitation.

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

I. General Requirements Applicable to All Contractors' Insurance.

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

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
 - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. 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.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

5. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

1.1 Self-sufficiency Goals:

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

1.2 Life Continuum Categories:

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

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tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

2. BACKGROUND

A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

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- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

3. PRINCIPAL OBJECTIVE & GOALS

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
 - 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
 - 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
 - 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
 - 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.
(School Readiness Action Plan)
- b. Youth:
 - 1. Children, youth and young adults:

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- i. Are physically healthy
 - ii. Are physically safe
 - iii. Respect diversity and demonstrate empathy and pro-social behaviors
 - iv. Engage in community, school and/or extracurricular activities
 - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
 - vi. Have good mental health and are emotionally resilient
 - vii. Avoid risky behaviors
 - viii. Are academically successful
 - ix. Have awareness and positive attitudes about adult careers
 - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
 - xi. Successfully complete post-secondary education or training
 - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

(Mayor’s Task Force on Aging 2013)

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)

4. CONNECTION TO IMAGINE AUSTIN

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

Austin is Livable: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

Austin is Educated: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

Austin is Prosperous: Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

5. PROGRAM STRATEGIES & TARGET POPULATION

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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

6. OUTCOMES & OUTPUTS

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

7. ELIGIBILITY REQUIREMENTS

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

8. FUNDING INFORMATION

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- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
 - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
 - i. Early Childhood - \$949,416
 - ii. Youth - \$1,961,339
 - iii. Adults and Family - \$7,327,622
 - iv. Seniors and People with Disabilities - \$813,804
 - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

9. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
 - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
 - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
 - 1. Shall reflect an unqualified and/or unmodified audit opinion
 - 2. Shall not reflect a "Going Concern Uncertainty"
 - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
 - 1. Have specific terms delineated by a beginning and ending date
 - 2. Meet in person a minimum of three times per fiscal year
 - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

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All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
 - a. reviews program performance
 - b. approves budgets
 - c. reviews financial performance
 - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

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APPLICATION SUBMISSION REQUIREMENTS

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

ENVELOPE #1 – THRESHOLD REVIEW

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST
[NAME OF AGENCY]
[NAME OF PROPOSED PROGRAM]

ENVELOPE #2 – APPLICATION DOCUMENTS

This sealed envelope must contain the following:

1 original and 6 CDs or flash drives each containing all the elements below:

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS
[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116 CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

Executive Summary

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

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2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

Application Evaluation

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

Application Format

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

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informational sequence:

Part I – Program Overview and Strategy

Total points: 70

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
 - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.

B. Target Population(s) for the Goal(s)

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
 - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
 - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
 - a. Target population demographic/Census data
 - b. Quantified target population unmet need(s)
 - c. Applicant's trends in target population unmet need(s)
 - d. Waiting list information (if applicable)
 - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
 - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
 - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
 - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
 - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
 - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.

C. Program Strategy to Accomplish the Goals

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
 - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
 - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

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4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

D. Performance Measures – Impact on the Goals

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

Output Measures

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

Outcome Measures

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

E. Service Coordination

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

F. Community Planning Activities

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

G. Overall Evaluation Factors Regarding Applicant

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
 - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

H. Data Management and Program Evaluation

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

I. Staffing Plan

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

Part II – Cost Effectiveness

Total points: 20

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses **all** of the following:

A. Budget

1. A summary description of the budget justification for the program strategy/strategies is required.
 - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
 - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

B. Cost per Client

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

C. Program Funding Summary

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

Part III – Local Business Presence

Total points: 10

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Part IV – Bonus Evaluation Points

Total points: 25

A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

OR

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.

B. Leveraging

5 points

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
 - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
 - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

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The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

C. Healthy Service Environment

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
 - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
 - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
 - the provision of accessible locations allowing privacy;
 - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
 - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
 - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
 - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
 2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

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Additional Information:

Proposal Acceptance Period: All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Exceptions: Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

Application Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Child Inc					
Physical Address	818 E. 51st Street Austin, Tx 78751					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Extend A Care					
Physical Address	55 North IH 35 Austin, Tx 78702					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

EXECUTIVE SUMMARY

As a registered 501(c)3 organization, Child Inc – Head Start Grantee, provides early, continuous, intensive, and comprehensive child development and family support services to low-income families with children from birth to age five in Austin and Travis County. Established in 1972, Child Inc serves approximately 2,000 families on an annual basis, promoting school readiness by enhancing the social and cognitive development of children through the provision of educational, health, dental, nutritional, social and other comprehensive inclusionary services. Services are provided in 13 stand-alone centers, in collaborative classrooms (4 year olds) within Travis County school districts as well as through home-based visitation.

Child Inc is a current recipient of both City of Austin CDBG and Social Services funding. We are requesting continued City funding in the amount of \$575,000 to address self-sufficiency goals primarily listed under Universal Support Services that include Education and Child Care within the Early Childhood Life Continuum as well as a Transition out of Poverty. This will provide access to Head Start Services for low income working parents.

Throughout this proposal, the evaluator will note the reference to Head Start services. Head Start is a national high quality early childhood development program utilizing research based curriculums, methodologies, and evaluation tools. Grantees also implement continuous process improvements based on the specific needs within their communities' serviced.

Head Start funding will leverage this funding request enabling Child Inc to provide a continuation of service delivery to income-eligible working parents by supporting after school and summer care for their preschool children. The full day (7:30-5:30) summer program will provide both care and educational enrichment to help eliminate the educational fade-out that affects children who are out of school for long periods of time and ensures young children are



ready for kindergarten at the start of the new school year - a particularly crucial problem for low-income children. With City support, we have established a cost effective partnership with Extend a Care to provide after school services to Child Inc families in Child Inc centers who qualify for Child Care Subsidy (CCS) support from WorkSource. By leveraging financial support from multiple sources, Child Inc can provide after school and summer enrichment services to children of working parents both efficiently and effectively. After school care utilizes support from Child Inc, Extend a Care and WorkSource to the degree that the estimated City share is only \$3.74 per child per day. The summer program utilizes Child Inc fixed year round funding that covers all overhead and most other expenses other than direct expenses for children in care. The City share for full-day high quality developmental programming is estimated at \$39.58 per child per day; less than \$4 per hour.

Our most recent needs assessment indicates that there are 27,086 children below age 5 in Travis County at or below 130% of poverty. Of these, 14,336 receive no formal early education from any source. There are very few quality care alternatives for the working poor in Austin. The adverse impact to the over 450 families losing quality care lowers the likelihood that parents can sustain employment. Parents lacking quality care may go into debt, return to government assistance, choose lower-quality and less stable child care, lose time from work, or be forced to choose between paying for child care and paying for rent or clothes.ⁱ

Child Inc agrees to comply with all applicable rules and regulations of Federal, State and Local governing entities and to comply with all terms of the Request for Application.

Child Inc is in compliance with all applicable rules and regulations of Federal, State and Local governing entities as well as compliance with the requirements within this RFA.

ⁱ See studies summarized in Hannah Matthews, Child Care Assistance Helps Families Work: A Review of the Effects of Subsidy Receipt on Employment (Washington: Center for Law and Social Policy, 2006).



**AGREEMENT
BETWEEN
AUSTIN INDEPENDENT SCHOOL DISTRICT
AND
CHILD INC.**

THIS AGREEMENT is made and entered into this 16th day of June, 2013 by and between the AUSTIN ISD (sometimes called "District") and Child, Inc. (sometimes called "HEAD START").

WHEREAS, CHILD INC is a not-for-profit corporation organized and incorporated pursuant to the provisions of the Texas Non-Profit Business Corporation Act; and

WHEREAS, AUSTIN ISD is an independent school district and organized and established pursuant to the Texas Education Code; and

WHEREAS, CHILD INC provides services pursuant to 42 U.S.C. 9801 et. seq. as amended, entitled the Head Start Act, for eligible clients who reside within the Travis County; and

WHEREAS, AUSTIN ISD operates and provides preschool "public" educational program for eligible students who are age 4 on or before September 1 of the year they are enrolled in the program and are not age 5 at the time of enrollment; and

WHEREAS, AUSTIN ISD desires to make available to its eligible "Pre-K" 4-year-old students a full day educational program and dual enrollment opportunities; and

WHEREAS, the Board of Trustees of the AUSTIN Independent School District finds that it is in the public interest and fosters a legitimate educational purpose, goal or function of the school district that AUSTIN ISD provide facilities and make available certain educational services for eligible four-year-old children who reside in the AUSTIN ISD and are in need of such services in order to enhance their opportunities for success in the AUSTIN Independent School District; and

WHEREAS, AUSTIN ISD and CHILD INC. desire to enter into a cooperative agreement for the educational benefit of eligible four-year-old children who reside in the AUSTIN ISD.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants terms and conditions expressed herein, AUSTIN ISD and CHILD INC. make and enter into the following agreement:

**AGREEMENT
BETWEEN
AUSTIN INDEPENDENT SCHOOL DISTRICT
AND
CHILD, INC.**

**I.
DEFINITIONS**

1.01 Public Law 110-134, which amended 42 USC, §1758, expanded automatic eligibility for the NSLP to include all children who meet any eligibility criteria for Head Start, not only those who meet the low-income eligibility criteria for Head Start. The TEC, §5.001(4), defines *educationally disadvantaged* as "eligible to participate in the national free or reduced-price lunch program." Consequently, all children who are eligible for Head Start are eligible for free prekindergarten, based on their eligibility for the NSLP. "Students": Means those students enrolled in and admitted to AUSTIN ISD's Pre-K program who are in attendance on a full-time basis in the school's "Pre-K" program who meet the following eligibility criteria

- (a) The student must be four years old on, or before September 1 of the current school year;
- (b) All homeless children as that term is defined in the Texas Education Code; or
- (c) Children who qualify for benefits under the Federal free or reduced lunch program; or
- (d) Children who are eligible limited language proficient students; or
- (e) Children who are currently or formerly in a foster care system; or
- (f) Children of a member of the United States Armed Forces; and/or
- (g) Children of families who fall within the Federal Poverty Guidelines (a 10% above is acceptable); or
- (h) Children of families receiving Public Assistance in the form of SSI, TANF Benefits-Cash or Noncash.

1.02 "Educational Services": Means those services described in the Head Start Act/Improving School Readiness Act of 2007 applicable to eligible age four (4) students as herein defined or required by the Act to be provided by AUSTIN ISD as collaborator with HEAD START.

1.03 "Facilities": at a minimum of thirty-one (31) classrooms, divided among eight (8) campuses, Lucy Read, Uphaus, Dobie, Widen, Winn, Reilly, Oak Springs, and Dawson, with the right to come and go to the above mentioned facilities necessary to the intended use of a minimum thirty-one (31) classrooms as they may be approved and scheduled by the AISD Early Childhood Childcare Liaison.

- 1.04 "The Head Start Act": means 42 U.S.C. 9831 et. seq., as amended, (the "Head Start Act") and 45 CFR Part 9831 et seq., where applicable to this Agreement.
- 1.05 General Definitions: Unless federal law or federal regulations or context otherwise requires, all other terms shall have the meanings prescribed for them in the Texas Education Code or policies adopted by the Board of Trustees of AUSTIN ISD.
- 1.06 Use of Terms: All terms defined in this Article or otherwise in this Agreement may be used in the singular or plural as may appear appropriate.
- 1.07 Family-Eligibility Regulations, family means all persons living in the same household who are: (1) Supported by the income of the parent(s) of guardian(s) of the student enrolling or participating in the program and (2) related to the parent(s) or guardian(s) by blood, marriage or adoption.
- 1.08 "Teaching Assistant" refers to the ISD employed paraprofessional teaching staff who assist the certified Teachers in the classroom.
- 1.09 "Teaching Staff" refers to ISD employed certified teachers and teaching assistants who staff the dual enrolled classrooms.
- 1.10 Child Inc. lunch monitor refers to a Child Inc. employed staff who will eat lunch with a Head Start class to maintain the 10:1 ratio. This person will assist in the classroom during the Portage assessment at the beginning, middle, and end of the year.
- 1.11 "Pre-K classrooms" for the purpose of this agreement refers to AUSTIN ISD classrooms administrated by AUSTIN ISD committed to following the Performance Standards of the Head Start Act that pertain to education and receiving support and assistance from HEAD START in order to be in compliance with the other areas of the Performance Standards which define the scope of services necessary to support children's development and school readiness. Students in these classrooms shall be considered "dual-enrolled" in both the TEA sanctioned Pre-K and the federal Head Start program.

**AGREEMENT
BETWEEN
AUSTIN INDEPENDENT SCHOOL DISTRICT
AND
CHILD, INC.**

**II.
SPECIFIC OBLIGATIONS AND PROCEDURES**

2.01 Specific Obligations of Austin ISD:

- (a) Provide HEAD START the use of office space when possible for support staff during the term of this Agreement from 7:30 o'clock a.m. to 4 o'clock p.m. on AUSTIN ISD designated school days.
- (b) The facilities provided shall meet the Head Start Performance Standards Part 1309 – Facilities as required by the Head Start Act.
- (c) To maintain the Facilities as required by the Head Start Act.
- (d) Provide at least thirty-one (31) teachers with professional certification that meets the qualifications of the AUSTIN ISD pursuant to its Official Board Policies.
- (e) Provide at least thirty-six (36) teaching assistants that meet Head Start educational qualifications per the Head Start Act and pursuant to AUSTIN ISD Board Policy.
- (f) Provide breakfast and/or lunch for eligible students. All meals and snacks must be served either family style or cafeteria style. Regardless of which style, the teaching assistant shall sit and participate in the lunch meal with the children.
- (g) Supervise and evaluate the assigned teachers and teaching assistants pursuant to AUSTIN ISD policies and procedures.
- (h) Be responsible under the Head Start Act for providing Educational Services to a maximum of 620 eligible students in accordance with the Head Start Performance Standards with such assistance as necessary from HEAD START.

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AND
CHILD, INC.**

- (i) To use its best efforts to provide bus transportation for scheduling field trips in connection with the Pre-K classrooms.
- (j) District will provide, at a minimum, Pre-K classroom, restrooms, and designated playground space at each school location. Such space shall be considered as in-kind and counted towards HEAD START's non-federal match requirements. The in-kind rate may be set annually by AUSTIN ISD and reviewed by both parties not less than annually for accuracy, appropriateness, and compliance with 45 CFR 74.23 (h) (3) or Child Inc., at its own expense, may have an independent appraisal of the fair market rental value conducted.
- (k) District shall supply Child Inc. with invoices and all other required approved documentation necessary for reimbursement of expenses within forty-five (45 days) from the last day of the month in which they occurred.
- (l) The District agrees that Child Inc., the grant awarding agency Administration for Children and Families (ACF), an operating division of the U.S. Department of Health and Human Services (HHS), the Comptroller General of the United States, or any of their duly authorized representatives of the United States government shall have access to any books, documents, papers, and records of the Contractor that are directly pertinent to a specific program (Head Start) for the purpose of making audits, examinations, excerpts and transcripts. Records shall be maintained for at least three years from the termination date of the agreement.

2.02 Specific Obligations of CHILD INC.:

- (a) As a Grantee, Child Inc. is responsible to the U.S. Department of Health and Human Services to comply with the Head Start Act that authorize the Head Start Program Performance Standards.
- (b) Provide appropriate staff as needed to fully comply with the Head Start Performance Standards. Child Inc. content specialist staff will visit campuses on a regular schedule to check that Head Start Performance Standards federal, state and local regulations are met.
- (c) Child Inc. will hire Lunch Monitors who will eat lunch with each Head Start class and Teaching Assistant, to maintain the 10:1 ratio during the meals. This monitor will assist in the Head Start classroom for 3 hours a day, for a week, at the beginning, middle, and end of the year, during the administration of the Portage Assessment.

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CHILD, INC.**

- (d) Head Start Disabilities Coordinator and Disabilities Resource Teacher will collaborate and monitor enrollment of children with disabilities as well as services to which they are entitled under the Head Start Program Performance Standards at 45 CFR part 1304 for special services/education by:
 - 1 Attending ARD/IEP meeting when scheduled for children identified for special education; visit with the teachers periodically upon notification of the Principal.
 - 2 Complete appropriate database documentation on children enrolled for special education/services.
 - 3 Provide the Early Childhood Department with monthly documentation of any visits/ARDS attended.
- (e) Head Start Mental Health Professional provides required mental health services by:
 - 1 Observing the classrooms and consulting with the teachers as part of on-going classroom observation, in accordance with the Head Start Performance Standards upon notification of the Principal, address individual behavior concerns; and provide counseling services to parents who need it.
- (f) HEAD START staff members and volunteers working in the campuses will comply with all applicable AUSTIN ISD Board Policies.
- (i) Provide all necessary supplies and materials related to complying with the Head Start Program Performance Standards.
- (g) Assume the responsibility for the cost of pre-packaged back to school supplies for students in the Pre-K classrooms.
- (i) Cooperate and assist AUSTIN ISD in enforcement of attendance policies, including but not limited to necessary contact with parents. HEAD START will abide by AISD unexcused absences & tardy policy. (AUSTIN ISD will provide absence and tardy data on Pre-K collaborative students at minimum weekly, Child Inc. staff will follow-up with families to encourage regular attendance and punctuality.)
- (j) Provide an orientation program for families enrolled in the Head Start Program. Included in the orientation program will be the importance of daily attendance, the attendance policies, policy and grades of the Pre-K classrooms and the expectations of parents.

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- (k) Pay AUSTIN ISD the allowable fees and charges hereinafter described and provided for within thirty days of receipt of invoice and required approved documentation by HEAD START for the described. HEAD START shall be obligated to pay only those costs that are "allowable" under OMB Circular A-122 *Cost Principles for Nonprofit Organizations* and DHHS regulations 45 CFR part 74.27, and listed within this contract.
- (l) Hold AUSTIN ISD, its Board of Trustees, officers and employees whole and harmless from any and all liability for compliance with the Head Start Act, with the exception of such obligations to maintain compliance *as* addressed herein, including the costs of defending any legal actions against AUSTIN ISD, including attorney's fees, alleging any act or omission in violation of or non-compliance with the Head Start Act, with the exception of such obligations to maintain compliance *as* addressed herein. In turn, to the extent permitted by Texas state law, AISD indemnifies and holds harmless Child Inc. from claims that arise from failure of AISD to perform its specific obligations under this Agreement, and from claims of misconduct against AISD employees associated in the delivery of this program.

**III.
FEES AND CHARGES**

3.01 In consideration for AUSTIN ISD's promises and agreements, HEAD START shall in addition to its covenants, promises and agreements made and described herein, timely pay AUSTIN ISD the following fees and for the services to be provided by AUSTIN ISD;

- (a) Reimburse AISD up to \$2,136,000 for salaries and fringe for 31 teachers and 36 assistants which shall be disbursed on a mutually agreed upon schedule for teaching staff assigned to the Pre-K classrooms under this contract. This cost constitutes 50% of Teacher salaries and 100% of Teaching Assistant salaries.
- (b) Reimburse Austin ISD for substitutes at 100% cost for teacher assistants and 50% cost for teachers. This number is not to exceed the number of allotted days for paid absences set in AISD board policy.
 - 1. The floating teacher assistants responsible for traveling between campuses must maintain a mileage log to be submitted monthly for the mileage driven. The log must include the starting and ending locations, odometer reading upon departure and arrival at the locations, and the mileage to and from each location.
 - 2. Additional training stipends for teachers and teaching assistants will be reimbursed up to \$16,656 total for training opportunities (as approved by both AISD and Child Inc.) throughout the year.

3. Reimburse AISD for teacher mileage incurred during home visits. The teacher will maintain and submit Mapquest routes and a mileage log to be submitted for the mileage driven for home visits. The log must include the starting and ending locations, odometer reading upon departure and arrival at the locations, and the mileage to and from each location. The mileage reimbursement will be based on the Child Inc. mileage reimbursement rate.
-
- (c) One hundred fifty dollars (\$150) per year per Pre-K classroom under this agreement for the use of AUSTIN ISD's supplies. All supplies must be on the Head Start allowable cost list in order to be reimbursed. This cost will not exceed \$150 per 31 classrooms or \$4,650.
 - (d) Seventy-five dollars (\$75) per year per Pre-K classroom under this agreement for the use of student cooking supplies. Items must be on the Head Start allowable consumable list in order to qualify for reimbursement. The cost for this line item will not exceed \$75 per 31 classrooms or \$2,325.
 - (e) Assume responsibility for the costs of three (3) field trips per year per Pre-K classroom under this agreement as long as the children are transported in accordance with 45 CFR Part 1310. Each field trip has a \$10 maximum per participant without approval. All fieldtrips with cost more than \$10 per participant must have prior approval from AISD Early Childhood and Child Inc.
 - (e) Assume the responsibility for the cost of pre-packaged back to school supplies and replenishment supplies for the spring semester for Students in the Pre-K classrooms. School supplies costs will not exceed \$45 per student, per year, totaling \$27,900. Under this agreement, Head Start will receive a copy of each school supply list. Only supplies on the list will be reimbursed. Campuses will need to replenish supplies at the semester by ordering approved supply items through the AISD Early Childhood Office.
 - (g) Child Inc. will assume the responsibility of any costs for repairs that are outside of the AISD required maintenance.

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- (h) The cost of lunch meals for the Teaching Assistants will be reimbursed by Child Inc. to ISD upon invoicing and receipt by Child Inc. of all supporting documents, and
 - (i) Cost of meals for Teaching Assistants shall not exceed rates for reimbursable costs set by National School Lunch Program including commodity assistance and state matching reimbursements.
 - (j) The costs of snacks provided to the Students by AUSTIN ISD and monitored by Head Start Nutrition Specialist.
 - (k) Cost of meals for Teaching Assistants and snacks for children shall not exceed rates for reimbursable costs set by USDA guidelines. All meals and snacks must meet or exceed USDA guidelines. Any supplements (snacks) must be documented and shall be presented with invoice for payment.
- 3.02 AUSTIN ISD shall invoice CHILD INC. for the applicable fees and charges for the previous month within 45 days from the last day of the month in which they occurred. CHILD INC. shall pay the invoice(s) in full within 30 days of receipt of invoice and required approved documentation by CHILD INC. Approved documentation shall contain such detail required by CHILD INC.'s chief financial officer including, monthly non-federal in-kind reported for salaries, benefits, and medical insurance; monthly nonfederal in-kind reported for space, maintenance, operations, and utilities; etc. The invoice format and specific detailed items shall be negotiated between the respective parties' financial officers.

**IV.
GENERAL AND MUTUAL OBLIGATIONS**

- 4.01 Each party shall designate upon execution of this Agreement a representative responsible for implementing this agreement and maintaining compliance therewith.
- 4.02 Jointly plan and conduct staff development programs for applicable personnel to effectively meet the needs of the students and their families.
- 4.03 AUSTIN ISD Administrator, School Principal, and Head Start Staff shall visit the designated classroom on a regular basis while classes are in session.
- 4.04 Jointly schedule and conduct periodic meetings of AUSTIN ISD Administrator, Principals, HEAD START Directors and Content Managers, and other support staff as dictated by Performance Standards to discuss educational strategies and curriculum concerns about the programs, plan and update the programs, individual student plans, and other concerns related to the program.

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- 4.05 Each party shall observe and adhere to all federal, state and local laws, rules and regulations related to confidentiality and the right of privacy of students and their parents.
- 4.06 Jointly monitor and follow the progress of the students to provide for a smooth transition into kindergarten classes or programs. Provide an educational program that complies with both Texas Pre-K Guidelines as well as the Head Start Program's requirements for school readiness and educational outcomes.
- 4.07 During the performance of this contract, AUSTIN ISD agrees that it:
- (a) shall not discriminate against any employee or applicant for employment because of race, color, age, religion, disability, political belief, sex or national origin.
 - (b) shall, in all solicitation or advertisements for employees placed by or on behalf of AUSTIN ISD state that all qualified applicants shall receive consideration for employment without regard to race, color, religion sex, or national origin.
 - (c) shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (d) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (e) In the event of noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the parties may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

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- (f) shall be in compliance with the Copeland Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, providing that each contractor and sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the HEAD START.
- (g) shall be in compliance with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.
- (h) The FEDERAL GOVERNMENT and GRANTEE shall have "rights to inventions made under this agreement" in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any further implementing regulations issued by HHS.
- (i) The FEDERAL GOVERNMENT and GRANTEE shall have Right of Access to Records: The Grantee, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the ISD and Head Start which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions. Records shall be retained at a minimum for three years from the termination date of this agreement.

**V.
TERMS**

- 5.01 The term of this Agreement is for one (1) school year. Its effective date shall commence on June 16th, 2013 and shall terminate on June 15, 2014. This contract can be amended and/or extended for the next three (3) years by mutual agreement of both Austin ISD and Child Inc.
- 5.02 The obligations of AUSTIN ISD to pay for the performance of its herein described obligations and services are subject to current revenues being available to AUSTIN ISD from which to make the described payments.
- 5.03 In the event or upon loss of state or federal funding to HEAD START or the AUSTIN Independent School District this Agreement shall be terminated with a thirty (30) day notice, with no penalty to either party.

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- 5.04 This agreement can be terminated by either party, with no penalty, with a forty-five (45) day notice.

VI.
MISCELLANEOUS PROVISIONS

- 6.01 Venue: The obligations of the parties hereto shall be performable in Austin, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Travis County, Texas unless superseded by federal jurisdiction.
- 6.02 Applicable Law: The Agreement is made subject to the provisions of enacted written Policies of Austin ISD's Board of Trustees, as amended, and all applicable provisions of the Texas Education Code.
- 6.03 Governing Law: This Agreement shall be governed by and construed in accordance with the laws and court decision of the State of Texas unless superseded by federal law.
- 6.04 Legal Construction and Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 6.05 Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 6.06 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 6.07 Entire Agreement: This Agreement inclusive of the attached Certifications and Attachment A embodies the complete agreement of the parties hereto, supersedes all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
- 6.08 Amendment: This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

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CHILD, INC.

6.09 CERTIFICATION (per 31 U.S.C. 1352):

The AUSTIN ISD certifies, to the best of its knowledge and belief, that:

- (a) no Federal funds have been or shall be paid, by or on behalf of the AUSTIN ISD, to any person for influencing or attempting to influence an officer, employee, or any other person of influence (such as a Member of Congress) within or without the Agency in connection with the awarding of this contract or agreement.
- (b) if such funds have been paid or will be paid as outlined in subsection 6.09(a) the AUSTIN ISD shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) in the award documents for all sub-awards at all tiers, and that all sub-recipients shall certify and disclose accordingly.

This section is a material representation of fact upon which reliance was placed when this transaction was made or entered into and submission is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (Byrd Anti-Lobbying Amendment).

VII.
NOTICES AND DESIGNATED REPRESENTATIVES

- 7.01 All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties or sent by email with a return request.

AGREEMENT
BETWEEN
AUSTIN INDEPENDENT SCHOOL DISTRICT
AND
CHILD, INC.

If intended for CHILD, INC.

Albert Black, Executive Director/Head Start Director
Child Inc.
818 E. 53rd Street
Austin, Texas 78751

If intended for Austin Independent School District

Meria Carstarphen
Superintendent of Schools
Austin Independent School District
1111 West 6th Street
Austin, Texas 78703

EXECUTED as of the ____th, day of _____, 2013

IN WITNESS THEREOF, the parties have duly executed this Agreement as of the date first above written.

CHILD INC.

By: _____
(Name)

Executive Director/Head Start Director

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: _____
(Name)

Superintendent of Schools

By: _____

Board President

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all covered sub recipients will certify and disclose accordingly.

Do you have or do you anticipate having covered sub awards under this transaction? ☐ Yes

☐ No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.

Name of Authorized Representative	Title

Signature – Authorized Representative

Date

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

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

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

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

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

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

☒ Yes

☐ No

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

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

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

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Signature of Authorized Representative

Date

Printed/Typed Name and Title of
Authorized Representative

**Austin Independent School District and Child Inc.
Collaborative Head Start Classrooms
Statement of Shared Responsibilities
2013-14**

Family Services Component

1. Austin ISD and Child Inc. agree to base each family's eligibility for Head Start preschool service on the Head Start Poverty Income Guidelines.
2. Families who are within the Head Start Poverty Income Guidelines will be dual-enrolled for Pre-K services defined in this contract to meet AISD TEA and Head Start Act funded enrollment.
3. Families who are not within the Head Start Poverty Income guidelines will not be able to enroll their children for Pre-K dual enrolled classroom services defined in this contract, as the enrollment of children over the Head Start Poverty Income/Guidelines adversely affects the reimbursement process from USDA for nutrition services.
4. Child Inc. will provide orientation within the time frame identified by AISD, but within the guidelines set by the Performance Standards, for AISD families outlining the services the Head Start program provides and the documents parents need to enroll children in the Pre-K classrooms defined in this agreement.
5. Child Inc. will provide the necessary staff and materials to enroll children within the time frame outlined by AISD as long as full enrollment is met prior to the first day school opens after the summer break.

Class Composition

1. Children who are four-years-old by September 1, 2013 will be enrolled in the collaborative classes.
2. The class size will not exceed 20 students.
3. AISD and Child Inc. will maintain a collaborative class size of 20 students, as per Head Start Performance Standards (1:10 staff: student ratio). Child Inc. will maintain a wait-list of students to ensure a constant enrollment of 20 students.
4. When a slot becomes available in a collaborative class, the entering child will be enrolled in both Head Start and AISD Pre-K. As students are enrolled or dropped throughout the year, each partner will notify the other to ensure dual enrollment.

Education Component

1. Each classroom will have an AISD state certified teacher and a teaching assistant in a full day program. The AISD campus principal will serve as supervisor and evaluator for the AISD Pre-kindergarten teachers and teacher assistants (TA).
2. Teacher Assistants must be used in Pre-K classrooms as defined in the contract.
3. Twenty percent (20%) of the partnership classrooms will be monitored using CLASS. The classrooms will be determined through principals or the Early Childhood Department. Monitoring and support will be managed by Child Inc.
4. Parent/child take home activities will be provided.

Classroom Environments:

1. Classrooms will be evaluated by the AISD Pre-K Classroom Environmental Checklist, to ensure that each classroom meets all of the Head Start classroom environment requirements.
2. The unit theme, currently being taught, will be evident in each classroom.
3. The following items will be posted in each Head Start classroom:
 - a. Parent information
 - b. Daily Schedule (student friendly)
 - c. Classroom rules (student friendly)
 - d. Student Expectations (student friendly)
 - e. Current emergency Procedures/Drills
 - f. Fire Escape Routes
4. Parents will have easy access to the following:
 - a. School menu
 - b. Parent handbook
 - c. Lesson Plans

Safety

1. Chemicals, purses and personal items are in locked cabinets.
2. Medications and signed consent forms are handled by the school nurse and are housed in the nurse's office.
3. First aid kits (provided by school nurse) are maintained in each classroom.
4. Restrooms are clean.
5. Safety checklists (Classroom and Playground Safety Checklists) are completed daily by the TA.
6. The Good Morning Health Checklist is completed by the TA every morning upon the students' arrival.
7. Attendance will be taken every morning, as soon as possible, and the children will sign-in upon arrival.
8. Volunteers, that are present in the classroom, have passed a RAPTOR screening and have received the AISD volunteer training.
9. Each classroom has a travel bag that includes the following: first aid kit, list of emergency telephone numbers, list of student names with emergency phone numbers, list of student health concerns, copy of the TA's or teacher's first aid and CPR card.
10. Pedestrian safety education must be provided to children and parents within the first thirty day of the program year.
 - a. The AISD teacher will provide the pedestrian safety lesson and this lesson will be documented in lesson plans.
 - b. Child Inc. will provide the bus evacuation safety lesson and coordinate this for the campuses through the AISD Childcare Liaison.
 - c. The parents' pedestrian safety education lesson will be provided by Child Inc.

Curriculum

1. Head Start/AISD teachers will use the Scholastic curriculum, a research-based early childhood curriculum that is aligned with the Head Start Child Development and Early Learning Framework.
2. AISD teachers will ensure that lessons follow the AISD Curriculum Road Maps.
3. AISD/Head Start teachers will include Head Start components and Pre-K Guidelines in their lesson plans.

Professional Development

1. Two (2) full days of Head Start training for the Pre-K classroom teachers and teacher assistants shall be scheduled annually in July and/or August. This training will include CPR/First Aid training with certification.
2. Any new Head Start employees will receive joint training from Child Inc. and AISD Early Childhood, within the first two weeks of employment.
3. All staff must complete the USDA Civil Rights assessment, yearly.
4. All staff must complete the blood born pathogen training, yearly.
5. All staff must complete the TB questionnaire.
6. All staff must have a one-time pre-placement exam.
7. All staff must complete CPR/First Aid training through Child Inc.

Screening/Assessment & Ongoing Progress Monitoring

1. AISD will administer the Peabody Picture Vocabulary Assessment for each child twice per year.
2. AISD teachers will use the Pre-K Rubrics as well as informal methods to assess students every nine (9) weeks.
3. AISD teachers will use the CPALIS+ assessment instrument to assess students three (3) times per year.
4. AISD teaching assistants will use the Portage to assess the students three (3) times per year.
5. AISD teachers will provide and summarize the ASQ-3 and ASQ-SE developmental screeners, to be completed by parents within the first 45 days of school.
6. All assessment data will be shared between partners, per the data sharing agreement.

Health Services Component

The Head Start Performance Standards requires:

1. All children are expected to turn in a physical exam within 90 days of entry into the Head Start program.
2. Each child should have a dental exam within 90 days of entry. Child Inc. will only pay for exams and treatment for those children without health insurance.
3. Updates for children's immunizations shall be based on TDH requirements.
4. Identification of any health concerns will be referred to a health care provider by the Family Advisor. Parents will be encouraged to get treatment based on the recommendation of the health care provider.
5. All other responsibilities will remain under AISD health services requirements (medication, sick child, etc.).
6. Health information will be shared among both AISD/Child Inc. staff per the stipulations of the data sharing agreements.
7. Students and teacher will wash hands after toileting and before eating.
8. Children will brush their teeth once a day, after a meal.
9. Rest mats are in good repair and stored in a manner so they don't touch, or are stored in a washable cover.
10. Report and document child abuse per state and local regulations.

Nutrition Services Component:

The Head Start Performance Standards requirements:

1. Each child must be offered a breakfast upon arrival to the campus.
2. All allergies and special diet must be accommodated. Child Inc. will pay for any accommodations that AISD cannot supply.
3. AISD campus clerks will supply either student IDs or cafeteria IDs (whichever is pertinent) to the food service manager within a week of student registration.
4. Doctor statements must be followed.

5. Students will eat in the school cafeteria, as a class, following the intent of the family style meal.
6. For adult paid lunches, the adult shall eat lunch with the children (also eating the same meal as the children.)
7. A nutrition activity must occur one time per month in the classroom. This will be documented in lesson plans.
8. Vision and hearing screenings shall be completed on each child within 45 days of the child entering school. The height and weight measurements will be completed by the teacher and/or teaching assistant in October and March.
9. Follow-up on vision and hearing treatment will be shared with Child Inc., per the data sharing agreement.

Modified Family Style Meals:

Pre-K students are preparing for independence at school and eating in the cafeteria is part of school readiness preparation. AISD Pre-K/Head Start classes will add family style meal components, to follow the intent of the family style meal regulation, by doing the following:

- a) Each class will have classroom helpers who take turns with the following helper jobs, to support the intent of a family style meal.
 - Set the lunch table with napkins and utensils,
 - Clean the table after the meal,
 - Assist with lunch preparations in the classroom
- b) Children will wait to eat until all of their classmates are seated.
- c) The teaching assistant and the class monitor will eat with the children and model appropriate mealtime manners.
- d) The teaching assistant and class monitor will discuss healthy foods and nutrition with the children as a part of conversation during lunchtime.

Communication with Parents and Parent Involvement

1. Ongoing communication, between the campus principal, teacher, family advocate, and any other pertinent staff member, will be accomplished by the terms of the DSA and confidentiality agreement.
2. Teachers will conduct and document two (2) parent/teacher conferences. These will be held in the fall and in the spring.
3. Three (3) substitute days will be allowed for the Head Start teacher for in-school need during the first semester home visits and two (2) substitutes will be allowed during the second semester for the family exit meeting. Child Inc. will reimburse AISD for the cost of substitutes covering Pre-K classrooms during these visits/meetings.

Home Visits:

Per the intent of the Head Start Performance Standards, the AISD Pre-K /Head Start teachers will make a home visit to each family within the first 30 days of school. Teachers will always make their visits with the teaching assistant, parent support specialist, or the family advocate. At the parent's request, the home visit may take place at a nearby community park, or a neutral public location. Staff members should notify their supervisor for a plan of action if there is a safety concern regarding visiting a particular family's home. In the spring, the teacher will conduct a family visit at the school. This visit will be held in May and the teacher will discuss (1) transition routines, (2) location of the kindergarten campus, (3) goals for the upcoming year, and (4) any questions that parents may have regarding their child.

Management of the Collaboration

If an AISD collaborative classroom and/or playground needs repair, the repair should be reported to the building principal. The building principal will submit a repair work order and report the request for repair to the AISD Early Childhood Department. All repairs will be addressed and resolved in a collaborative manner between both entities.

Special Services/Mental Health Component

-Disability Services

1. Enroll and maintain at least ten-percent of Head Start enrollment as children with special needs.
 - a. Health impairment
 - b. Emotional/behavioral disorders
 - c. Speech or language disorders
 - d. Mental retardation
 - e. Hearing impairment, including deafness
 - f. Orthopedic impairment
 - g. Visual impairment, including blindness
 - h. Autism,
 - i. Traumatic brain injury
 - j. Other impairments
2. The Special Education Coordinator
 - a. Collaborate and monitor enrollment of children for special services/education
 - b. Attend ARD meetings when scheduled
 - c. Periodically visit with teacher to discuss their concerns
 - d. Complete appropriate database documents on children enrolled for special services
 - e. Communicate with the designee on updates
 - f. Attend meeting when scheduled
 - g. Update the Special Service/Mental Health Director
 - h. Provide the AISD Early Childhood Department with monthly documentation on any visits/ARDs attended

-Mental Wellness

Provide mental health services (preventative, intervention and counseling) for children and families by Mental Health Professionals.

The Mental Health Professional:

- a. Observe the classrooms at least once a month as part of on-going classroom observation and consultation for teachers, in accordance with the performance standards. Observations are coordinated through the Child Care Liaison in the AISD Early Childhood Department.
- b. The school district does not provide mental health services for parents. In that case, he/she will provide counseling services to parents who need it, or refer to appropriate consultant.
- c. Step in when there are cases warranting any children to be suspended or dismissed for social/behavioral problems by the school district to provide mental wellness; since Head Start does not suspend/dismiss children for inappropriate behaviors, as a last resort.
- d. Update the Special Services/Mental Health Director.

-Head Start/AISD Procedures for Addressing Social/Behavioral Challenges

When a child is having social/behavioral issues:

1. Refer the child to Head Start Mental Health staff for observations.
2. Head Start mental health staff will give the teacher recommendations based on observations.

Financial/Administrative Component:

Documentation in support of monthly billings must include:

1. Invoice containing description and amount for each expense item for which reimbursement is requested including amounts specified in the contract for utilities.
2. Copy of invoice for transportation costs related to field trips.
3. Copy of invoice (or registration/confirmation from) for field trip entrance fees.
4. Copy of invoice for classroom supplies.
5. For nutrition services--a separate invoice with supporting detail of number of meals serviced each month by type and by day.

Documentation in support of annual billing must include:

1. Listing of teachers my name with annual salary and related employee benefits.
2. Listing of teacher assistants by name with annual salary and related employee benefit.

Monitoring for Head Start Compliance

Child Inc. Head Start and AISD shall work together to establish and implement procedures for the ongoing monitoring of their respective programs to ensure that the operations of the program work toward meeting program goals, objectives and standards. Child Inc. will monitor the AISD collaborative campuses on a regular basis to assess compliance in the areas of health, education, disabilities, nutrition, safety, mental health and parent engagement. This will be accomplished through scheduled visits to the campuses and communication with the AISD Early Childhood Childcare Liaison.

Ongoing support and mentoring will be provided by Child Inc. and the AISD Early Childhood Department in respect to meeting the program goals, objectives and standards.

SERVICE PROVIDER AGREEMENT

Between
THE CHILD INC
And
Extend-A-Care, Inc.

This Service Provider Agreement (the "Agreement") is effective as of August 1, 2013 by and between CHILD INC and Extend-A-Care (hereinafter referred to as "Provider").

1.0 RECITALS

- 1.1 In recognition of the value of quality day care programs in extending the intellectual and social development of children during regular school hours, CHILD INC enters into this Agreement to cooperate in the provision of an afterschool day care program on CHILD INC premises. This cooperation includes provision of space required to meet state licensing standards for the agreed upon number of students served in the day care program.
- 1.2 CHILD INC is the owner of that certain tract of land (the "Land") in Travis County, Texas on which the Forbes Child Development Center is situated and locally known as Forbes Child Development Center, 2217 Forbes Drive, Austin, TX 78754 and Brodie Child Development Center locally known as Brodie Child Development Center, 8105 Brodie Lane, Austin, TX 78745.
- 1.3 Provider is a non-profit organization whose sole purpose is to provide childcare services for the CHILD INC clients. Provider will address the childcare and early child development needs of children three (3) to five (5) years old.
- 1.4 Provider will provide confirmation that Extend-A-Care is a nonprofit organization by producing evidence of 501(c)(3) status bearing the name "Extend-A-Care."
- 1.5 Provider will use classroom space for the purpose of providing childcare services for pre-school age children. CHILD INC has agreed to allow Provider to use the Premises pursuant to the further terms and conditions of this Agreement.

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide and perform the Services required and necessary to complete the services and work for the provision of child care services by the Provider on CHILD INC premises.

3.0 DEFINITIONS

- 3.1 CHILD INC shall mean a childcare and school readiness educational program, duly organized in accordance with the laws of the state of Texas otherwise known as "CHILD INC."
- 3.2 PROVIDER shall mean Extend-A-Care, the non-profit entity offering services which, by execution of this Agreement, shall be legally obligated, responsible and liable for providing and performing any and all of the services, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this agreement.
- 3.3 SERVICES shall mean all services and all related professional and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.
- 3.4 ADDITIONAL SERVICES shall mean any additional services that CHILD INC may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article II above.

4.0 OBLIGATIONS OF THE PROVIDER

The obligations of the Provider with respect to all basic services and additional services shall include, but not be limited to, the following:

- 4.1 Child Care License. Provider will: (a) obtain, and maintain in good standing a valid license issued by the Texas Department of Family and Protective Services, unless otherwise exempt. If exempt, Provider must provide an annual letter of exemption from the Texas Department of Family and Protective Services. Provider will notify CHILD INC immediately if its license is suspended; (b) if licensed, provide to the director and publicly post any copies of licenses, violations and/or other required items as listed in the Minimum Standard Rules for Licensed Child-Care Centers; and (c) whether licensed or exempt, provide proof of insurance coverage for Provider and its employees, agents, and volunteers, and any other items as required for programs licensed by the Texas Department of Family and Protective Services for operation of a pre-school age child care program.
- 4.2 Violations. Notify the Director immediately of any violations in licensing requirements, serious accidents, or serious incidents.
- 4.3 Staffing. Provider will: (a) ensure that all staff comply with the hiring, screening and training requirements of the Texas Department of Protective and Regulatory Services as outlined in the Texas "Minimum Standards for Day Care Services"; (b) ensure that all volunteers working twelve or more hours a week are subject to the same hiring and screening requirements as outlined in the Texas "Minimum

Standards for Day Care Services"; (c) ensure that all staff have a picture identification card that is worn on a daily basis; (d) post a photo board daily at the entrance of the program that indicates the staff in attendance and their job positions for each given day; and (e) notify the Director immediately of any staff changes, including resignations, terminations, and suspensions.

- 4.4 **Program and Daily Operation.** Provider will: (a) provide a program that focuses on the developmental needs of pre-school age children of up to five (5) years of age; (b) keep a daily record of all attending children; (c) Provide a safe and organized system for monitoring children, including movement during the program day, use of restrooms, and arrival/departure; and (d) provide a concrete method for communicating with parents on a regular basis.
- 4.5. **Compliance with Laws, Rules and Regulations.** Provider shall, at its sole expense, comply with all laws, ordinances, orders, rules, and regulations of State, Federal, municipal or other agencies having jurisdiction over the use, condition and occupancy of the Premises. Provider agrees to compliance with and be responsible for enforcement of all applicable rules and regulations regarding the Premises. Without limiting the foregoing, Provider shall take complete charge and responsibility for all program employees and visitors on the Premises at all times. Provider shall be responsible for complying, at its sole expense, with the Americans with Disabilities Act of 1990 and/or any other Federal, State or local requirement relating to the design of the Premises or access to the Premises by handicapped or other individuals.
- 4.6 **Taxes.** Provider shall be responsible for the payment of any ad valorem or other taxes, if any, assessed to Provider.
- 4.7 **Property Insurance by Tenant.** The Provider acknowledges that if it desires to maintain an insurance policy or policies insuring all of its contents located in the Premises (including, without limitation, trade fixtures, furnishings, equipment and other items of personal property) against loss or damage by fire, explosion or other hazards and contingencies, Provider shall be responsible for keeping and maintaining in force such policy or policies, at its sole cost. The Provider agrees that all personal property located in the Premises shall be at the risk of the Provider only, and CHILD INC shall not be liable for any damage thereto or loss, theft or disappearance thereof.
- 4.8 **Insurance.** Provider shall maintain in effect at all times during the term of this Agreement comprehensive general liability insurance coverage with limits of not less than \$1,000,000 for bodily injury and property damage. Such coverage shall be provided through insurance companies licensed under the authority of the Texas Department of Insurance acceptable to CHILD INC. Provider shall deliver to CHILD INC certificates of insurance (and copies of the policies if requested by CHILD INC) evidencing that such coverages in compliance with the limits set forth under Tex.Hum.Res. Code Ann. §42.049 are in full force and effect. The

certificates shall provide that not less than thirty (30) days written notice will be given to CHILD INC prior to cancellation, termination or material alteration of such insurance coverages. CHILD INC shall be named as an additional insured under the policies described above. In the event Provider is responsible hereunder for any casualty to any buildings, equipment, supplies, or other assets used on the Premises in connection with its use thereof, the Provider shall repair, rebuild or replace the same.

- 4.9 Indemnity. Provider shall be liable and agrees to be liable for, and shall indemnify, defend and hold CHILD INC harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the Provider's errors, omissions, and/or negligence. The Provider shall not be liable to, nor be required to indemnify CHILD INC for any portions of damages arising out of any error, omission, and/or negligence of CHILD INC, its employees, agents, or representatives.
- 4.10 Representations and Warranties of Provider. Provider is an educational non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and has power and authority to enter into this Agreement and to fulfill the duties of this Agreement. The execution and delivery of this Agreement and the fulfillment by Provider of the duties contemplated herein, have been duly authorized by all necessary actions on the part of Provider, and this Agreement as of the Effective Date will constitute a valid and binding Agreement with Provider, enforceable against Provider in accordance with its terms.
- 4.11 Program Plan. Provider and the CHILD INC Director will mutually agree upon and provide a copy of its day care program plan which describes: (a) child developmental needs to be addressed by the program; (b) maximum number of children who may be enrolled in the program; (c) allowable space and equipment use; (d) hours of operation; and (e) other matters specific to the site.
- 4.12 Maintenance. Provider is responsible for: (a) maintaining a clean, safe and open environment including, but not limited to, putting away all materials, removing debris from tables and floors, checking all utilized areas for cleanliness and security, returning materials and furniture to their original positions, organizing storage spaces, and notifying school personnel of any safety hazards; and (b) providing a debris-free and organized space, at the end of the program day, for school custodians to mop, sweep or clean.

5.0 OBLIGATIONS OF CHILD INC

- 5.1 Space and Facilities. The CHILD INC Director will: (a) ensure Provider has access to appropriate space for quality child care that meets or exceeds Texas Department of Family and Protective Services childcare licensing standards. This

includes all appropriate facility space, outdoor playgrounds, and rest rooms where Provider can demonstrate, in the Program and Space Use Plan; a safe system for use, supervision, and clean-up; and (b) provide copies of documentation required by the Texas Department of Family and Protective Services such as, without limitation, fire and gas inspection reports.

- 5.2 **Utilities, Maintenance and Repair.** During CHILD INC's normal hours of operation of the Center, CHILD INC shall make available to the Premises electricity, water, telephone, gas and sewer services (as applicable) sufficient for Provider's intended use of the Premises, and custodial services and rubbish disposal. CHILD INC shall maintain and repair the air conditioning and heating system and roof of the Premises, and perform routine grounds and landscape maintenance of the Land.
- 5.3 **Compliance with Laws, Rules and Regulations.** CHILD INC shall, at its sole expense, comply with all laws, ordinances, orders, rules, and regulations of State, Federal, municipal or other agencies having jurisdiction over the use, condition and occupancy of the Premises. Provider agrees to cooperate with CHILD INC's enforcement of all applicable rules and regulations regarding the Premises. Without limiting the foregoing, Provider shall take complete charge and responsibility for all program employees and visitors on the Premises at all times. Provider shall be responsible for complying, at its sole expense, with the Americans with Disabilities Act of 1990 and/or any other Federal, State or local requirement relating to the design of the Premises or access to the Premises by handicapped or other individuals.

6.0 MUTUAL OBLIGATIONS AND COVENANTS

- 6.1 **Enrollment.** Provider and the CHILD INC Director will mutually establish an enrollment figure that reflects the needs of the school population, community, facility capacity and program staffing.
- 6.2 **Enrollment Fee.** Provider shall establish an enrollment fee that takes into account the needs of the community and program costs.
- 6.3 **Hours of Operation.** The rights of Provider, its agents and visitors, to use and have access to the Premises, will be limited to the hours of 2:00-6:00pm on regular school days, Monday through Friday which may be modified to conform to the best interests of the children under the Provider's responsibility with such modification reported to the Director on an as needed basis or by other mutually agreed mode of reporting. Access to the Premises may also be granted on school holidays and during the summer with prior approval from CHILD INC.
- 6.4 **Alterations and Improvements.** The taking of possession of the Premises (during extended day hours) by Provider shall be conclusive evidence that Provider accepts the Premises "AS IS, WHERE IS" and "WITH ALL FAULTS".

- 6.5 **Waiver of Subrogation.** Notwithstanding anything in this Agreement to the contrary, each party hereto hereby waives any and all right of recovery, claim, action, or cause of action it might have against the other party, its agents, officers or employees, for any loss or damage that may occur to the Premises or the Center, or any personal property of such party therein, by reason of fire, or any other cause which are insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin including negligence of the other party to this Agreement, and covenants that no insurer shall hold any right of subrogation against the other party.

7.0 Term of Agreement

- 7.1 **Term.** The term of this Agreement shall be one year (August 2013-July 2014). Provider shall have the option to renew this Agreement, subject to CHILD INC's approval as set out below, for successive one (1) year terms by giving CHILD INC written notice of its intent to renew the Agreement at least thirty (30) days prior to the expiration of the then current term. CHILD INC shall, in its sole discretion, approve or disapprove of Provider's renewal of the term by notifying Provider of its approval or disapproval at least thirty (30) days after receipt of the request to renew for an additional term. If CHILD INC approves such renewal, the Agreement shall be renewed for one (1) year upon mutually agreeable terms and conditions. If CHILD INC does not approve the renewal of the Agreement, the Agreement shall terminate at the expiration of the then current term, and neither party shall have any further rights or obligations hereunder with respect to the Premises. If CHILD INC fails to timely approve or disapprove such renewal, CHILD INC shall be deemed not to have approved such renewal, and the Agreement shall terminate at the expiration of the then current term. If Provider does not renew the Agreement in accordance with this subsection, the Agreement shall terminate upon the expiration of the then current term. Upon termination of this Agreement (howsoever caused), Provider agrees to return the space to the condition in which it first occupied it and shall surrender the Premises in good order and repair, normal wear and tear excepted.

8.0 MISCELLANEOUS

- 8.1 **Parking.** Provider acknowledges that CHILD INC is unable to designate parking spaces for Provider exclusive use in connection with its use of the Premises. Provided, however, employees and visitors may use, on a first come, first served basis, parking spaces in the parking lot that have not been otherwise designated for use by employees, staff or visitors of CHILD, INC or its tenants.
- 8.2 **CHILD, INC Not Liable.** CHILD INC shall not be liable to Provider or its employees, agents, invitees, licensees or visitors, or to any other person for injury to person or damage to property on or about the Land or the Premises caused by

any act or omission of Provider, its agents, servants or employees, or of any other person entering upon the Land or Premises under express or implied invitation by Provider, or caused by any of the improvements (including the Premises) located on the Land becoming out of repair.

- 8.3 Independent Contractor. It is understood and agreed that Provider is an independent contractor and that neither it nor any employees or agents contracted by this institution shall be deemed for any purposes to be employees (paid or volunteer) or agents of CHILD INC. This agreement does not create a joint venture or a business partnership under Texas law. Provider assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes), workers' compensation, benefits and like requirements and obligations. In no event shall either party be responsible or liable to the other party for any action or inaction of its respective officials, agents, administrator, employees, volunteers and students.
- 8.4 Default. Should there be any default or breach of this Agreement by Provider, CHILD INC shall give Provider written notice thereof, and should Provider fail to correct such breach or default within thirty (30) days after receipt of such notice, CHILD INC may pursue any and all available remedies, including the right to terminate this Agreement by the giving of written notice to Provider, in which event Provider shall immediately surrender possession of the Premises to CHILD INC.
- 8.5 Entry. CHILD INC, its agents, representatives or employees shall have the right to enter the Premises at all times for the purpose of inspection or any other reasonable purpose.
- 8.6 Security. The Provider employees will only have access to keys as necessary to access the classroom in which child care services will be provided.
- 8.7 Casualty. If at any time during the term of this Agreement the Premises shall be damaged or destroyed by fire or other casualty, either party may at its option terminate this Agreement, in which event, this Agreement shall terminate effective as of the date of such casualty. If neither party so terminates and CHILD INC elects to repair the Premises, CHILD INC shall only be obligated to restore the Premises to substantially its same condition immediately prior to such casualty, and this Agreement shall continue in full force and effect.
- 8.8 Assignment. Neither party shall assign its rights under this Agreement.
- 8.9 Notices. Any payment, notice or document required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, with

postage prepaid, by certified or registered mail, return receipt requested, addressed to the parties at the respective addresses set out below, or to any other address within the United States as any party may hereafter specify by written notice delivered to the other parties hereto:

To CHILD, INC: CHILD INC
818 E. 53 Street
Austin, Texas 78751
Attn: Albert L. Black

- 8.10 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.
- 8.11 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties relating to the transactions contemplated hereby and may not be amended, waived or discharged except by an instrument in writing executed by both CHILD INC and Provider.
- 8.12 Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, and venue shall be in Travis County. This Agreement shall not be construed more or less favorably with respect to either party as a consequence of the Agreement or various provisions hereof having been drafted by one of the parties hereto.
- 8.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.
- 8.14 No Third Party Beneficiaries. CHILD INC and Provider shall have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.
- 8.15 Tax Exempt Entities. CHILD INC and Provider acknowledge that each is a tax exempt entity.
- 8.16 Time for Performance. Time is of the essence with respect to the performance and observance by the parties of the covenants, conditions and provisions of this Agreement.

- 8.17 Waiver. The provisions of this Agreement may be waived only by means of a writing that is signed by the parties to this Agreement. No delay or omission by either party to exercise any remedy or right accruing on default impairs any remedy or right under this Agreement.

EXECUTED to be effective as of the date first written above.

CHILD INC

By: 
Albert L. Black, Executive Director

Extend-A-Care, Inc.

By: 
Joan Altobelli, Executive Director



**PISD Independent School District & Child Inc.
Collaborative Head Start Classrooms
Memorandum of Understanding
2013-2014**

Program Description

Pflugerville Independent School District (PISD) and Child Inc. Head Start will partner to provide students and their families with a comprehensive and cohesive early childhood program. In collaboration with the Pflugerville Independent School District, Child Inc. will provide a teacher assistant for the PISD pre-kindergarten classrooms located at Barron, Copperfield, Delco, and Parmer Lane Elementary Schools.

Purpose

Our mission is to provide a high quality early childhood education program for all children enrolled in the collaborative partnership between Child Inc. and the Pflugerville Independent School District.

Family Services Component

1. PISD and Child Inc. agree to base each family's eligibility for Head Start pre-school service on the Head Start Poverty Income Guidelines.
2. Families who are within the Head Start Poverty Income Guidelines will be dual-enrolled for Pre-K services defined in this MOU to meet PISD and Head Start Act funded enrollment.
3. Child Inc. will provide the necessary staff and materials to enroll children within the time frame outlined by PISD as long as full enrollment is met prior to the first day school opens after the summer break.

Recruitment Processes

1. PISD and Child Inc. will work collaboratively to recruit eligible Head Start students through major recruiting events to be held in the spring semester. Any remaining slots will be filled at the district wide prekindergarten registration event held in July at PISD facilities.
2. Child Inc. will work with families to help with the application paperwork and the enrollment paperwork during the events.
3. PISD will work with the families to enroll them in PISD.
4. Seven work days after the event a joint selection committee meeting will be held to determine which families qualify for the PISD/Child Inc. Head Start full day classrooms.
5. The goal will be to have the full day prekindergarten classrooms filled by the end of June.

**Class Composition**

1. Children who are 4-years-old by 9/1/2013 will be enrolled in the collaborative classes.
2. The class size will need to be maintained and not exceed 20 students. Children utilizing the Head Start PreKindergarten classroom must be on the Head Start classroom roster.
3. PISD and Child Inc. will maintain a collaborative class size of 20 students, as per Head Start Performance Standards (1:10 staff: student ratio). Child Inc. will maintain a wait-list of students to ensure a constant enrollment of 20 students.
4. When a slot becomes available in a collaborative class, the entering child will be enrolled in both Head Start and PISD Pre-K. As students are enrolled or dropped throughout the year, each partner will notify the other to ensure dual enrollment.

Education Component

1. Each classroom will have a PISD state certified teacher and a Child Inc. Teaching Assistant in a full-day program. The certifications will meet Head Start regulations.
2. Teacher Assistants must be used in Pre-K classrooms as defined in the MOU.
3. All of the Partnership classrooms will be monitored using CLASS. The classrooms will be determined by the Student Services Department. Monitoring and support of the classroom environments will be managed by PISD. PISD staff may be included in the Child Inc. CLASS overview. As openings are available, PISD staff will be included in the CLASS training in order to assess PISD staff.
4. Head Start parent/child take home activities will be provided.

Classroom Environments:

1. Classrooms will be evaluated daily by the Child Inc. teaching assistants who will use the Child Inc. Pre-K Classroom Environmental Checklist to ensure that each classroom meets all of the Head Start classroom environment requirements. (See attached checklist)
2. The unit themes detailed in the PISD Scope and Sequence, currently being taught, will be evident in each classroom.
3. The following items will be posted in each Head Start classroom:
 - a. Parent Information
 - b. Daily Schedule (student friendly)
 - c. Classroom Rules (student friendly)
 - d. Student Expectations (student friendly)
 - e. Current Emergency Procedures/Drills
 - f. Fire Escape Routes
4. Parents will have easy access to the following:
 - a. School Menu
 - b. Lesson Plans

Safety

1. Chemicals, purses and personal items are in locked cabinets.
2. Medications and signed consent forms are handled by the school nurse and are housed in the nurse's office.
3. First aid kits (provided by PISD) are maintained in each classroom.
4. Restrooms are clean.
5. Safety checklists (Classroom and Playground Safety Checklists) are completed daily by the Teaching Assistant.
6. The Good Morning Health Checklist is completed by the Teaching Assistant every morning upon the students' arrival.
7. Attendance will be taken every morning, as soon as possible. The Child Inc. Teaching Assistant will call in attendance to Child Inc. daily by 10 a.m.
8. Volunteers, that are present in the classroom, have passed a RAPTOR screening and have received the PISD volunteer training.
9. Each classroom has a travel bag that includes the following: first aid kit, list of emergency telephone numbers, list of student names with emergency phone numbers, list of student health concerns, copy of the Teaching Assistant or teacher's first aid and CPR card.

Curriculum

1. Head Start /PISD teachers will use the following curriculums-Scholastic Big Day and Growing with Mathematics, research-based early childhood curriculums that are aligned with the Head Start Child Development and Early Learning Framework.
2. PISD teachers will ensure that lessons follow the PISD Scope and Sequence.
3. PISD/Head Start teaching assistants will include Head Start components and Pre-K Guidelines in their lesson plans.

Professional Development

1. The PISD Professional Development training dates will be offered on August 15-16, 2013 and will be held at Pflugerville Middle School from 8:00am-4:00pm. Child Inc. staff is invited to participate in this training.
2. Any new Head Start employees will receive joint training from Child Inc. and PISD Early Childhood, within the first 2 weeks of employment.
3. All staff must complete the USDA Civil Rights assessment, yearly.
4. All staff must complete the blood born pathogen training, yearly.
5. All staff must complete the TB questionnaire. If they are flagged, then they will need to have a TB test.
Any new teachers or TAs will be required to have a TB test to be provided by Child Inc. Head Start.
6. The PISD PreKindergarten Teachers must have a one-time pre-placement exam. Child Inc. will facilitate the required "fit for work" exam and payment.

Screening/Assessment & Ongoing Progress Monitoring

1. PISD teachers will use the Pre-K Report card as well as informal methods to assess students every 9 weeks.
2. PISD teachers will use the Scholastic assessment instrument to assess students 3 times per year. (BOY, MOY and EOY)
3. PISD teaching assistants will use the Portage to assess the students 3 times per year.
4. PISD teachers and Child Inc. Teaching Assistants will provide and summarize the ASQ-3 and ASQ-SE developmental screeners to be completed by parents within the first 45 days of school.
5. All assessment data will be shared between partners according to local, state and federal confidentiality and record retention guidelines.

Health Services Component

The Head Start Performance Standards requires:

1. All children are expected to turn in a Physical exam within 90 days of entry into the Head Start program.
2. Each child should have a dental exam within 90 days of entry. Child Inc. will only pay for exams and treatment for those children without health insurance.
3. Updates for children's immunizations shall be based on TDH requirements.
4. All other responsibilities will remain under PISD health services requirements (medication, sick child, etc.)
5. Health information will be shared among both PISD/Child Inc. staff per the stipulations of the Data Sharing Agreements.
6. Students and teacher will wash hands after toileting and before eating.
7. Children will brush their teeth once a day, after a meal.
8. Rest mats are in good repair and are cleaned regularly.
9. Report and document child abuse per state and local regulations.

Nutrition Services Component:

The Head Start Performance Standards requires:

1. Each child must be offered a breakfast upon arrival to the campus.
2. All allergies and special diet must be accommodated. Child Inc. will pay for any accommodations that PISD cannot supply.
3. PISD campus student records' specialists will supply student IDs to the Child Inc. Nutrition Director within a week of student registration. This to ensure compliance with Child Inc. /ARAMARK MOU.
4. Doctor statements must be followed.
5. Students will eat in the school cafeteria, as a class, following the intent of the family style meal. (See below.)
6. For adult paid lunches, the adult shall eat lunch with the children (also eating the same meal as the children.)
7. A Nutrition Activity must occur one time per month in the classroom. This will be documented in lesson plans.

8. Vision & hearing screenings shall be completed on each child within 45 calendar days of the child entering school. These screenings will be completed by the PISD Nurse. The height and weight measurements will be completed by the teacher and/or teaching assistant in October and March.
9. Follow-up on vision & hearing treatment will be shared with Child Inc.

Modified Family Style Meals/Maintaining Ratios:

Pre-K students are preparing for independence at school and eating in the cafeteria is part of this school readiness preparation. PISD Pre-K/Head Start classes will add family style meal components, to follow the intent of the family style meal regulation, by doing the following:

- a) Each class will have classroom helpers who take turns with the following helper jobs, to support the intent of a family style meal.
 - Set the lunch table with napkins and utensils.
 - Clean the table after the meal.
- b) The Child Inc. Teaching Assistant and the Child Inc. PreKindergarten Monitor will eat with the children and model appropriate mealtime manners.
- c) The Child Inc. Teaching Assistant and the Child Inc. PreKindergarten Monitor will discuss healthy foods and nutrition with the children as a part of conversations during lunchtime.
- d) Child Inc. PreKindergarten Monitors will work for 2 hours per day to cover the students during their lunch time, recess and quiet time. Tooth brushing will take place after the breakfast meal.
- e) Child Inc. will hire 7 PreKindergarten Monitors for 2 hours per day. These positions will ensure that we are within compliance guidelines to provide monitoring during student lunches, recess and quiet time. PISD requires teachers to have a 30 minute duty free lunch period and an additional 45 minute planning period per day. The proposed schedule for the prekindergarten monitor will include the 15 min TA break, 30 min lunch, 20 min recess, 30 min quiet time, and 15 min TA break.
(Child Inc. will reimburse PISD for the PreKindergarten Cafeteria Monitors' salaries mentioned in letter e. The Cafeteria Monitor positions are essential to meet the 10:1 ratio required by the Head Start Guidelines.)

Communication with Parents and Parent Involvement

1. The PISD PreKindergarten Teacher and the Child Inc. Teaching Assistant will conduct and document two parent/teacher conferences. These will be held in the fall and in the spring.
2. Two home visits per school year will be conducted by the PISD PreKindergarten Teacher and the Child Inc. Teaching Assistant.

Home Visits:

1. Per the intent of the Head Start Performance Standards, the PISD Pre-K Teacher and the Child, Inc. Teaching Assistant will make a home visit to each family within the first 45 days of school. *These visits can be conducted during the professional development- Back to School Week from August 19-23. Teachers will always conduct their visit with the Teaching Assistant.
2. At the parent's request, the home visit may take place at a nearby community park or a neutral public location. Staff members should notify their supervisor for a plan of action, if there is a safety concern regarding visiting a particular family's home.
3. In the spring, the PISD teacher and the Child, Inc. teaching assistant will conduct a family visit at the school. This visit will be held in May and the teacher will discuss (1) transition routines, (2) location of the kindergarten campus, (3) goals for the upcoming year, and (4) any questions that parents may have regarding their child.

Management of the Collaboration

1. If a PISD collaborative classroom and or playground needs repair, the repair should be reported to the building principal.
2. The building principal will submit a repair work order and report the request for repair to the PISD Facilities Department.
3. All repairs will be addressed and resolved in a collaborative manner between both entities. The Child, Inc. teaching assistant will notify the Child, Inc. Facilities Director of any classroom/playground repair requests.
4. Quarterly walkthroughs will be scheduled to monitor program implementation and compliance involving all partners.
5. Campus administrators will meet with Child, Inc. staff to ensure program compliance in the spring and in the fall.
6. Child, Inc. will collect human resources type data including teaching credentials from the PISD collaborative prekindergarten teachers.
7. In the event that Child, Inc. is not able to provide a substitute for the Child, Inc. teaching assistant in one of the collaborative prekindergarten classrooms, then PISD will attempt to provide a substitute to meet the 10:1 staff to student ratio. Child, Inc. will reimburse PISD for the cost of the substitutes for the Child, Inc. teaching assistants when they are absent from work.
8. Afternoon snacks will be provided through Aramark food services for each collaborative classroom. Aramark will invoice Child, Inc. for the snack reimbursement.

Supervisory Responsibilities:

1. Child Inc. Staff (Teaching Assistants, and PreKindergarten Monitor will be supervised by Child, Inc. personnel. This includes – but is not limited to: time sheets, requested time off, conference reports, and other operational practices.

2. Although immediate supervision is under the direction of Child, Inc., it is an expectation the Child, Inc. employees housed on PISD Campuses will be expected to follow the campus operating procedures and expectations of the PISD Administrators.
3. Should a problem arise with a Child, Inc. staff member, the campus administrator should contact the Assistant Program Operations Director (APOD) assigned to the collaborative partnership.
4. The PISD campus principal will serve as supervisor for the PISD PreKindergarten teachers and Teacher Assistants.
5. The Child Inc. APOD will serve as the Child Inc. staff evaluator and will work closely with the campus principal and classroom teachers to monitor program compliance.

Special Services/Mental Health Component-Disability Services

1. Enroll and maintain at least 10% of Head Start enrollment as children with special needs.
 - a. Health impairment
 - b. Emotional/behavioral disorders
 - c. Speech or language disorders
 - d. Mental retardation
 - e. Hearing impairment, including deafness
 - f. Orthopedic impairment
 - g. Visual impairment, including blindness
 - h. Autism,
 - i. Traumatic brain injury
 - j. Other impairments
2. Copperfield Elementary will house the Child Inc. students who have special needs and will provide a special education teacher to work with the special education students in addition to the classroom prekindergarten teacher and the Child Inc. teaching assistant.
3. Other collaborative classrooms may also serve students with special needs according to their IEP.
4. The Child Inc. Support Services Coordinator or Designee will:
 - a. Collaborate and monitor enrollment of children for special services/education
 - b. Attend ARD meetings when scheduled.
 - c. Periodically visit with teacher to discuss their concerns.
 - d. Complete appropriate database documents on children enrolled for special services.
 - e. Communicate with the PISD Early Childhood Coordinator.
 - f. Provide mental health services (preventative, intervention and counseling) for children and families by Mental Health Professional.

- g. Observe the classrooms as part of on-going classroom observation and consultation for teachers, in accordance with the performance standards. Observations are coordinated through the Assistant Director of Student Services in the PISD Early Childhood Department.
- h. The school district does not provide mental health services for parents. In that case, he/she will refer the family to the appropriate consultant.
- i. In the event of a PISD/Child Inc. student displays severe behavioral challenges, both agencies will work together to provide developmentally appropriate behavior modification strategies, so that the student will remain in the prekindergarten classroom.
- j. If the team continues to have concerns about the student's behavior, the team will refer the student to special education for a full evaluation.
- k. Update the Special services/mental health director.

Head Start/PISD Procedures for Addressing Social/Behavioral Challenges

When a child is having social/behavioral issues:

- 1. Refer the child to Head Start Mental Health staff for observations
- 2. HS Mental Health staff will give the teacher recommendations based on observations.

Monitoring for Head Start Compliance

- 1. Child Inc. Head Start and PISD shall work together to establish and implement procedures for the ongoing monitoring of their respective programs to ensure that the operations of the program work toward meeting program goals and objectives and standards.
- 2. Child Inc. and the Student Services Department will monitor the PISD collaborative campuses, on a regular basis, to assess compliance in the areas of health, education, disabilities, nutrition, safety, mental health and parent engagement. This will be accomplished through visits to the campuses and communication with the PISD Assistant Director of Student Services.

If any provision of this Agreement is held unenforceable, then such provisions will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

All disputes, controversies, or claims arising out of or relating to this contract shall be submitted binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

This agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings. This Agreement may only be amended by a written document executed by all parties.



Head Start and Pflugerville ISD shall both retain the right to terminate or amend this agreement upon giving a thirty (30) day written notice to the other party.

This agreement is dependent upon Child Inc.'s ability to direct sufficient resources to maintain the Head Start classrooms in Pflugerville ISD.

**This agreement is in effect from August 1, 2013 through June 4, 2014.
It will be reviewed and revised by July 31, 2014.**

Alex Torrez, Ph.D., PISD Superintendent

Date

Albert L. Black, Child Inc. Executive Director

Date

Center Nutritional Coordinator

Position Purpose

Center Nutritional Coordinator (CNC) is responsible for the preparation of meals, food orders, USDA meal counts and reports, sanitation, and cleanup. CNC is also responsible for designing nutritional education activities.

Essential Job Responsibilities —Performance Indicators

1. Work alone or with other food service personnel in preparing of meals, which meet the standards of the Department of Health and Human Services, USDA requirements, and special nutritional needs of the children; and which are appealing to children.
2. May supervise other food service personnel as assigned.
3. Regularly monitors the eating habits of children; taking special note of those who are over and under eating, and those who seem to be avoiding certain foods. Makes referrals to Nutritionist.
4. Keeps accurate records as required by USDA, the Department of Health:
 - a. Daily record of menus posted and followed.
 - b. Number of persons served.
 - c. Quantities of food used.
 - d. Checks and records quantity and quality of all incoming food supplies.
 - e. Maintains an accurate inventory of all food supplies and equipment.
5. Works closely with Nutrition Services to design nutritional activities.
6. Responsible for appropriate use of facility supplies and equipment to minimize loss, waste and fraud.
7. Ability to work independently and supervise others:
 - a. Prepares breakfast, lunch, and snacks daily to assigned center.
 - b. Follows the planned menu to ensure that all USDA guidelines are met.
 - c. Studies menu to insure that meals are prepared on timely basis.
 - d. Follows standardized recipes for food preparation to insure adequate amounts with minimal waste.
 - e. Disposes leftovers and does not reuse.
 - f. Insures that food preparation meets the highest possible standards of nutrition, taste, attractiveness, and conservation.
8. Serves the meal family style and according to the capability of the center.
9. Observes high standards of personal hygiene to include, but not limited to:
 - a. Wears clean outer clothing, hose, and socks.
 - b. Carefully washes hands before and during food handling, preparation and service.
 - c. Does not use tobacco, in any form, during food preparation or service.
10. Demonstrates good food sanitation and safety practice in the kitchen at all times.
 - a. Washes and sanitizes all utensils and equipment, including stoves, refrigerator, etc.
 - b. Cleans kitchen floor, cabinets, storage areas, pantries, and all food service areas.
 - c. Disposes of all waste.
 - d. Practices all safety policies and procedures as required to insure personnel safety.
11. Checks and records temperature readings of all refrigerators and freezers to be sure they are operating properly before leaving for the day.
12. Attends training sessions as required.
13. Maintains good attendance and punctuality; must notify and gain permission from supervisor IN ADVANCE of any absence or tardiness
14. Performs duties on a daily basis and works consistently at the assigned location.
 - a. Regular attendance is required.
 - b. Must be able to perform duties on a daily basis.

15. Performs other duties as assigned by supervisor.
16. Any person who suspects child abuse or neglect is required to report suspicions to the appropriate agency (as defined below) within 48 hours after the abuse or neglect is first suspected.¹

Essential Physical Demand Characteristics

1. Proficient ability to stand for long periods of time (possibly up to 8 hours) on a hard surface (concrete floor/slabs). Frequent walking reach, bend, kneel stoop, climb, lift, push and pull items weighing up to 35 pounds (and occasionally 50 pounds) frequently.
2. Lifts and carries pots, pans, cans, bowls, and cookie sheets (empty and full) for short distances. Lift may originate from 10" to 34" for these objects. Measurements of some larger cooking item:
 - a. Cookie Sheets - 17x15".
 - b. Large Pots - 13" in diameter, 9" deep.
3. Reaches overhead to get things down from and put things in shelves that are 54", 64", and 74" from the ground, over a counter that is 23" deep.
4. Washes dishes in a large sink that is 13" deep: with the edge being 36" high.
5. Chops and cuts food for 30+ minutes on cutting counter that is 34" high.
6. Pushes and loads a four-wheel cart with food for classrooms. Shelf heights on the cart are 6", 19", and 32". The force used to pull a full cart is 2-4lbs. of force.
7. Loads and unloads small dishes in an industrial automatic dishwasher, with a counter that is 36" high.

Staff Relationship

1. Responsible to Center Director.

Knowledge/Skills/Experience Required

1. Must have a high school diploma or G.E.D. Applicants not meeting this qualification may be considered only with the Executive Directors approval and only if they submit a signed statement with their application agreeing to obtain their G.E.D within 24 months of the first day of employment.
2. Must have good knowledge of cooking and baking; experience is preferred.
3. Must have, or be able to immediately qualify for, a Food Manager's Certification.
4. Must enjoy working with and around children.
5. Must have the ability to read, write, and compute simple arithmetic problems effectively.
6. Must have the ability to work at any center assigned, regardless of location.
7. Must have the ability to work and maintain high standards of professional ethics with persons of different racial, ethnic, economic, and social backgrounds.
8. Must have a valid driver's license, liability insurance, and reliable transportation.
9. Must have a yearly physical exam.

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¹ Appropriate agencies are defined as follows by the Texas Family Code: 1) any local or state Law Enforcement Agency; 2) the department, if the alleged or suspected abuse involves a person responsible for the care, custody or welfare of a child; 3) the state agency that operates, licenses, certifies, or registers the facility in which the alleged abuse occurred; 4) the agency designated by the court to be responsible for the protection of children.



Job Title: Center Director Head Start
Reports to: Assistant Program Operations Director
Status: Exempt (**This is a 10-month position**)

Position Purpose

The Center Director administers all pertinent provisions of Head Start and Child, Inc. policies and regulations and is responsible for the total operation of the center. This individual sets the example in supporting Head Start philosophy of meeting the needs of the family as a whole. Work involves planning, implementing, and evaluating programs; interviewing, coaching, and supervising the day-to-day operation of the center staff; managing the day-to-day operations of a central kitchen for food preparation. **This is a 10-month position (August – June).**

Essential Duties and Responsibilities

Operations

- Assists Assistant Program Operations Director in developing center budget.
- Schedules and holds regular staff and parent meetings.
- Processes all purchasing in accordance with prescribed policies.
- Prepares all required reports and paperwork in a timely manner.
- Participates in and assures implementation of regular center parent committee meetings.
- Coordinates with staff and parents in implementing Head Start Performance Standards.
- Maintains knowledge of and assure compliance with guidelines, regulations, and policies established by Head Start, Texas Department of Family and Children Services Licensing, Child and Adult Care Food Program, and Child, Inc.
- Assures organization and implementation of educational, family and community partnership, nutrition, health, safety and disabilities programs.
- Coordinates all health information to assure child records comply with licensing regulations and federal performance standards.
- Manages information, including: disseminates program information, and ensures understanding for all center staff, and parents.
- Responsible for completion of required reports, documentation, logs, and database.
- Administers site operations, which may include multiple Head Start and Early Head Start options.
- Supervises ongoing recruitment and enrollment of eligible children for the program.
- Responsible for submitting meal count forms to the Nutrition Services Manager.

Supervision

- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.
- Manages and directs the overall recruitment and selection of staff to ensure proper staff for the Center.
- Plans, coordinates and conducts/support training and staff development activities.
- Plans, assigns, and directs work of Teachers, Teacher Assistants, Clerks, Disability Resource Aide, and Cooks.
- Interacts with all staff in program activities on a regular basis.
- Train, guide, counsel, monitor, appraise performance, goal setting, provide T/TA, develop staff improvement plans and discipline as needed.
- Conducts staff evaluation in accordance with Child, Inc. personnel policies.

Monitoring

- Monitors program budget closely to stay within spending guidelines.
- Evaluates program performance on an ongoing basis in conjunction with parent policy groups.

Essential Duties and Responsibilities (cont.)

Monitoring

- Plans, schedules and conducts follow up:
 - Work assignments, staffing, events, meetings, referrals, and IEP.
 - Supervises home visitations. Observes & participates in a minimum of 1 home visit per teaching team per year.
 - Meets regularly with immediate supervisor and attends all meetings and training sessions as requested.
 - High tolerance for paperwork, documentation and meeting district and federal deadlines extremely desirable.
 - Performs related duties, as assigned.

Professionalism

- Assure confidentiality of all program information and family and staff confidentiality by limiting conversation about them and accessibility to their records.
- Maintain professional boundaries in relationship to staff and families.
- Complete all required paperwork and reports by assigned deadlines.
- Comply with Child Inc. Personnel Policies and Procedures and with Standards of Conduct.

Personal and Professional Development

- Attend and participate in weekly team meetings, all pre-service, in-service, and any other training deemed necessary by the HR Director.
- Further professional growth by seeking feedback, reflecting on and assessing own practice, and taking opportunities to improve skill and knowledge.
- Any person who suspects child abuse or neglect is required to report suspicions to the appropriate agency (as defined below) within 48 hours after the abuse or neglect is first suspected.¹

Perform other duties as assigned.

General Knowledge, Skills and Abilities

- Must have excellent oral and written English communication skills.
- Proficient skill in use of computer word processing and spreadsheet software.
- Experience working with parent or other volunteer groups.
- Knowledge of supervisory principles and practices, including ability to effectively delegate, prioritize work/activities of self and staff and monitor overall work flow.
- The ability to understand, interpret and apply Child Inc. policies and procedures, as well as federal, state, and local regulations; and to share such knowledge with other staff accordingly.
- Ability to work without direct supervision, to exercise discretion and independent judgment and/or action.
- Ability to maintain effective working relationships with people of varied social, cultural, and educational backgrounds.
- Demonstrated interest in and respect for children and their developmental needs.

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- Strong interpersonal relationship building abilities, conflict resolution, reflective listening, flexibility.

General Knowledge, Skills and Abilities (cont.)

- Ability to meet deadlines and monitor daily center operations to ensure compliance with federal and state regulations.
- Ability to travel among the Child, Inc. campuses

Staff Relationship

- Responsible to the Assistant Program Operations Director.
- Supervises classroom staff including Teachers, Teacher Assistants, Clerks, Disability Resource Aide, and Cooks.
- Cooperates with all Child Inc. staff in order to attain overall agency goals.

Minimum Qualifications:

- Must have CDA or a(n) Associate or Bachelor of Arts degree plan in early childhood education OR be actively enrolled in a degree plan to be completed by December 2015.
- One (1) year of experience in a licensed childcare center.
- One (1) year prior supervisory experience.
- Knowledge of written and spoken conversational Spanish preferred.
- Must possess valid driver's license and insured automobile; ability to travel and attend overnight training.
- Must pass all criminal history background checks.

Working Conditions:

The demands described are representative of those that must be met by an individual to successfully perform the essential functions of this job.

- Will spend time sitting; utilizing the computer; and standing/walking throughout the facilities.
- The ability to make fast, simple, repeated movements of the fingers, hands, and wrists.
- Ability to perform physical activities that require considerable use of your arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, and handling of materials.
- Occasional environmental exposures to cold, heat, and water.
- Ability to physically lift up to 25 pounds periodically.
- The noise level in the work environment is usually loud.

Employee or Applicant Signature

Date

Manager Signature

Date

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Job Title: Head Start Teacher Aide
Reports to: Center Director
Status: Non-Exempt

Position Purpose

Teacher Aide is a member of the classroom team who helps plan and initiate meaningful learning activities for Head Start children ages 3-5 years. The Teacher Aide assists teacher in conducting classroom activities, maintaining classroom environment, and supervising children; may also assist in planning and record keeping and other classroom related duties. (This is a 10-month position August - June)

Essential Duties and Responsibilities

Effective Teaching Practices

- Assist teaching staff with preparation and direction of the following actual classroom curriculum approved by Child Inc:
 - bilingual/multicultural activities according to ethnic and cultural backgrounds of children enrolled.
 - activities in areas of health, nutrition, mental health, self-awareness and self-concept for all children enrolled.
 - measure, record and update children's heights and weights.
 - activities for children with disabilities.
 - observe and then report to teacher children with health and/or nutritional needs.
 - assess children in all areas as specified by the Child Inc. curriculum.
 - involve parents in center, classroom and take-home activities and in training.
- Meet the needs of all children, including those at risk, those with special needs, those who are gifted and those who are culturally diverse.
- Individualize one-to-one and group activities to reflect the unique needs and strengths of all children in the classroom, referring those with special needs to the appropriate component.
- Supervise children at all times.
- Respond to crisis or emergency situations that may arise; provides first aid or CPR; prevents the spread of blood borne pathogens and accesses emergency services as needed.

Content Area Domains

- Assist in preparing classroom materials to support lesson plans; changes and creates learning centers as needed.
- Integrate all domains to encourage language, experimentation and exploration, problem solving, cooperation, making choices, and growth of a positive self-esteem in an environment that is orderly, clean, visually appealing, safe, and literacy-rich.
- Serve meals to children during lunch and ensure lunch is family style.
- Complete meal count forms indicating number of children served and submit form to Center Director for review and submission.

Essential Duties and Responsibilities (cont.)

Learning Environments

- Cooperate with supervisors, other component staff and community resource personnel; maintains positive attitude with children, families, co-workers and supervisors.

Collaborative Service Delivery

- Participate in regular meetings to plan for/deliver collaborative services across all components.

Communication

- Demonstrate respect for others by sharing information objectively and non-judgmentally and adjusting verbal and written communication strategies for different audiences.
- Ensure that own communication is easily understood by speaking and writing clearly and using standard grammar and spelling.

Professionalism

- Assure confidentiality of all program information and family and staff confidentiality by limiting conversation about them and accessibility to their records.
- Maintain professional boundaries in relationship to staff and families.
- Complete all required paperwork and reports by assigned deadlines.
- Comply with Child Inc. Personnel Policies and Procedures, and with Standards of Conduct.
- Cooperates with supervisors, support staff and community resource partners.
- Complies with Child Inc. Policies and Procedures, TDFPS guidelines and Head Start Performance Standards.

Personal and Professional Development

- Attend and participate in weekly team meetings, all pre-service, in-service, and any other training deemed necessary by the Center Director.
- Further professional growth by seeking feedback, reflecting on and assessing own practice, and taking opportunities to improve skill and knowledge.
- Any person who suspects child abuse or neglect is required to report suspicions to the appropriate agency (as defined below) within 48 hours after the abuse or neglect is first suspected.¹
- Attends workshops and keeps informed on new trends in the field of early childhood.
- In addition to all other duties, every Child Inc. employee, consultant, contractor and volunteer has the primary responsibility for the health and safety of all children.

Perform other duties as assigned.

General Knowledge, Skills and Abilities

- Ability to be flexible with work assignments and work schedules.

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- Knowledge of Head Start Standards and federal, state and local regulations as they apply to grant funded program mandates.
- Excellent communication skills, especially good listening skills.
- Ability to read, rapidly comprehend and correctly interpret regulations, policies and procedures.
- Must have the ability to work and maintain high standards of professional ethics with persons of different racial, ethnic, economic and social backgrounds.

Staff Relationship

- Responsible to the Assistant Program Operations Director.
- Work closely with the Center Director, Program Operations Director, Assistant Program Operations Directors, Program Support Director, content area specialists, supervisors and staff to implement a successful high-quality program.
- Cooperate with all Child Inc. staff in attaining overall agency goals.

Minimum Qualifications:

- Child Development Associate (CDA) Credential required.
- Associate in Early Childhood Education or Child Development also acceptable.
- Must have the ability to work at any center regardless of location.
- Must be certified in Pediatric CPR and First Aid within 30 days of employment.
- Bilingual English/Spanish or demonstrated willingness to work toward mastery.
- Must possess valid driver's license and insured automobile.
- Must obtain a physical and TB skin test and must pass all criminal history background checks.

Working Conditions:

The demands described are representative of those that must be met by an individual to successfully perform the essential functions of this job.

- Ability to stand and sit several hours at a time, walk short distances, squat to sit on a small chair and later return to a standing position, bend or stoop to place objects from standing position to a table surface, and kneel on the floor/ground in an upright position to interact with children close to their eye level, quickly transferring up and down from this position to standing.
- Ability to lift, push/pull objects or pick up children weighing up to 50 pounds.

Employee or Applicant Signature

Date

Manager Signature

Date

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Job Title: Head Start Teacher
Reports to: Center Director
Status: Non-Exempt

Position Purpose

The Head Start (HS) Teacher has the primary responsibility to promote the social, emotional, intellectual, language and physical development of each child in a safe and supervised educational environment. The HS Teacher must involve parents in every aspect of program, working with them to establish both long and short term goals that will assure the necessary readiness outcomes needed for school success. The HS Teacher assures that the classroom curriculum adheres to research-based, sound child development and early childhood educational principles. (This is a 10-month position August - June)

Essential Duties and Responsibilities

Effective Teaching Practices

- Meets the needs of all children, including those at risk, those with special needs, those who are gifted and those who are culturally diverse.
- Integrates all Head Start components into classroom time.
- Individualize one-to-one and group activities to reflect the unique needs and strengths of all children in the classroom, referring those with special needs to the appropriate component.
- Supervises children at all times.
- Responds to crisis or emergency situations that may arise; provides first aid or CPR; prevents the spread of blood borne pathogens and accesses emergency services as needed.

Content Area Domains

- Plans and implements curriculum that complies with Head Start Outcomes Framework and Performance Standards, NAEYC, funding and regulatory guidelines and corporate policies.
- Develops and implements both individual and group lesson plans that reflect mandated elements, parental input and cultural relevance and which promote social, emotional, intellectual, language and physical development.
- With parental involvement, develops balanced lesson plans, which are developmentally appropriate, intellectually challenging, and addresses each child's specific strengths and needs.
- Stresses the development of skills children will need as adults, especially those needed to attain the goals established by the Parent Policy Council.
- Establishes goals which promote individual and group educational plans and include other components.
- Prepares classroom materials to support lesson plans; changes and creates learning centers as needed.
- Integrates all domains to encourage language, experimentation and exploration, problem solving, cooperation, making choices, and growth of a positive self-esteem in an environment that is orderly, clean, visually appealing, safe, and literacy-rich.
- Serve meals to children during lunch and ensure lunch is family style.
- Complete meal count forms indicating number of children served and submit form to Center Director for review and submission.

Essential Duties and Responsibilities (cont.)

Learning Environments

- Provides an atmosphere that promotes and reinforces parental input into both the individual and classroom lesson plans and classroom, center and program activities.
- Cooperates with supervisors, other component staff and community resource personnel; maintains positive attitude with children, families, co-workers and supervisors.
- Assures the environment is language rich and the curriculum is developmentally, age and learning style appropriate and has the following outcomes: 1) children use language at or above the national norm; 2) children who are preparing to read and write; 3) children who are developing mathematical skills; 4) children who are scientists; 5) children who are socially and emotionally able to learn; 6) children who are creative and curious; 7) children who have a reliable, effective approach to learning; and 8) children who are developing necessary physical and health skills.

Collaborative Service Delivery

- Participates in regular meetings to plan for/deliver collaborative services across all components.
- Meets regularly with parents and other staff regarding each child's status and progress.
- Supports parental/family involvement through twice yearly home visits and conferences in order to share information and evaluate plans for classroom and home strategies to facilitate outcomes, parent/child homework and on-going assessments of family needs so necessary referrals can be made and information regarding support programs can be provided.
- Plans and conducts regular parent meetings with team members.
- Coordinates special needs staff in classroom and develops collaborative approach that benefits all children in the classroom and meets needs specified on the individual plans.

Observation, Analysis, Planning, and Documentation

- Maintains accurate written records, including assessments, special education documentation, screening instruments, anecdotal notes, and documents for transition to public school and parent/teacher and home visits; complies with deadlines set by supervisor.
- Observes and refers children with special needs to Support Services, Health and/or Nutrition in all areas as specified in the Child, Inc. curriculum; plans and/or implements activities for them.

Communication

- Demonstrates respect for others by sharing information objectively and non-judgmentally and adjusting verbal and written communication strategies for different audiences.
- Promotes a unified approach to sharing child information with families by engaging in joint planning with teachers and other specialists to prepare for home visits and other family contacts.
- Ensures that own communication is easily understood by speaking and writing clearly and using standard grammar and spelling.

Essential Duties and Responsibilities (cont.)

Professionalism

- Assure confidentiality of all program information and family and staff confidentiality by limiting conversation about them and accessibility to their records.
- Maintain professional boundaries in relationship to staff and families.
- Complete all required paperwork and reports by assigned deadlines.
- Comply with Child Inc. Personnel Policies and Procedures, and with Standards of Conduct.
- Cooperates with supervisors, support staff and community resource partners.
- Complies with Child Inc. Policies and Procedures, TDFPS guidelines and Head Start Performance Standards.

Personal and Professional Development

- Attend and participate in weekly team meetings, all pre-service, in-service, and any other training deemed necessary by the Center Director.
- Further professional growth by seeking feedback, reflecting on and assessing own practice, and taking opportunities to improve skill and knowledge.
- Any person who suspects child abuse or neglect is required to report suspicions to the appropriate agency (as defined below) within 48 hours after the abuse or neglect is first suspected.¹
- Attends workshops and keeps informed on new trends in the field of early childhood.
- In addition to all other duties, every Child Inc. employee, consultant, contractor and volunteer has the primary responsibility for the health and safety of all children.

Perform other duties as assigned.

General Knowledge, Skills and Abilities

- Ability to adapt curriculum to meet needs of all children including at-risk, special needs, gifted and for a culturally diverse population.
- Ability to apply early childhood development theories in daily classroom activities and facilitate appropriate outcomes for individual children.
- Ability to be flexible with work assignments and work schedules.
- Knowledge of Head Start Standards and federal, state and local regulations as they apply to grant funded program mandates.
- Excellent communication skills, especially good listening skills.
- Ability to read, rapidly comprehend and correctly interpret regulations, policies and procedures.
- Must have the ability to work and maintain high standards of professional ethics with persons of different racial, ethnic, economic and social backgrounds.

¹ Appropriate agencies are defined as follows by the Texas Family Code: 1) any local or state Law Enforcement Agency; 2) the department, if the alleged or suspected abuse involves a person responsible for the care, custody or welfare of a child; 3) the state agency that operates, licenses, certifies, or registers the facility in which the alleged abuse occurred; 4) the agency designated by the court to be responsible for the protection of children.

Staff Relationship

- Responsible to the Center Director.
- Work closely with the Program Operations Director, Assistant Program Operations Directors, Program Support Director, content area specialists, supervisors and staff to implement a successful high-quality program.
- Cooperate with all Child Inc. staff in attaining overall agency goals.

Minimum Qualifications:

- Must meet Head Start minimum acceptable degree and experience requirements:
 - An associate, baccalaureate or advanced degree in early childhood education;
 - An associate degree in a field related to early childhood education and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children;
 - A baccalaureate or advanced degree in any field and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children,
- Baccalaureate or advanced degree in early childhood education preferred.
- Must be certified in Pediatric CPR and First Aid within 30 days of employment.
- Bilingual English/Spanish or demonstrated willingness to work toward mastery.
- Must possess valid driver's license and insured automobile.
- Must obtain a physical and TB skin test and must pass all criminal history background checks.

Working Conditions:

The demands described are representative of those that must be met by an individual to successfully perform the essential functions of this job.

- Ability to stand and sit several hours at a time, walk short distances, squat to sit on a small chair and later return to a standing position, bend or stoop to place objects from standing position to a table surface, and kneel on the floor/ground in an upright position to interact with children close to their eye level, quickly transferring up and down from this position to standing.
- Ability to lift, push/pull objects or pick up children weighing up to 50 pounds.

Employee or Applicant Signature

Date

Manager Signature

Date

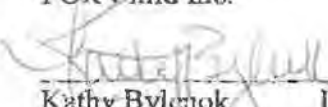
This job description is not intended to be all-inclusive. Child, Inc. reserves the right to revise or change job duties as the need arises. This job description does not constitute a written or implied contract of employment.

Child Inc. of Travis County is an Affirmative Action/EEO Employer


INTERAGENCY AGREEMENT
between
CHLD INC. DISABILITIES SERVICES
and
AISD
SPECIAL EDUCATION DEPARTMENT

- 1) Child Inc. and AISD agrees to participate in the Child Find Plan under Part B of IDEA. Child Inc. and AISD will continue to support the goals identified by the Travis County Child Find Program and Early Impact Team: facilitating transitions, identifying service gaps, identifying children in need of services (Child Find), and coordinating an array of community-wide services for children (ages 0-5).
- 2) Child Inc. and AISD agree to encourage and support efforts to coordinate joint training of staff and parents.
- 3) Child Inc. agrees to refer children to AISD for evaluation as soon as the need is evident. Child Inc. will obtain consent from the child's parents and forward relevant screening information, a Health Summary and a written referral for each child. When AISD develops the IEP, AISD agrees to invite a Child Inc. representative to participate in the IEP meeting and placement decision.
- 4) Child Inc. agrees to facilitate the transition of children with disabilities into appropriate public school settings. Child Inc. agrees to transfer records of children with parent consent at times convenient for AISD.
- 5) Child Inc. and AISD agree to share resources and coordinate services when possible and in compliance with state and federal regulations and local school board policy.
- 6) Child Inc. agrees to provide, if requested by AISD, the number of children receiving services under AISD to the LEA for the LEA Child Count annual report.
- 7) Child Inc. and AISD agree to make efforts to update this agreement annually.

FOR Child Inc.


Kathy Bylenok Date
Disabilities Service Manager

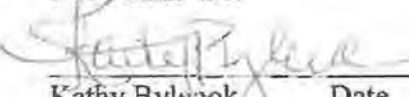
FOR AISD


Raul Nuques Date
Special Education Director

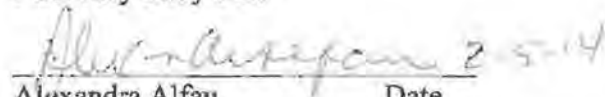
INTERAGENCY AGREEMENT
between
CHLD INC. DISABILITIES SERVICES
and
Any Baby Can
SPECIAL EDUCATION DEPARTMENT

- 1) Child Inc. and Any Baby Can will continue to support the goals identified by an IFSP, facilitate transitions, identify service gaps, identify children in need of services, and coordinate an array of community-wide services for children (ages 0-5).
- 2) Child Inc. and Any Baby Can agree to encourage and support efforts to coordinate joint training of staff and parents.
- 3) Child Inc. agrees to refer children to Any Baby Can for evaluation as soon as the need is evident. Child Inc. will obtain consent from the child's parents and forward relevant screening information, a Health Summary and a written referral for each child. When ABC develops the IFSP, Any Baby Can agrees to invite a Child Inc. representative to participate in the IFSP meeting and placement decision.
- 4) Child Inc. agrees to facilitate the transition of children with disabilities into appropriate public school settings. Child Inc. agrees to transfer records of children with parent consent at times convenient for Any Baby Can.
- 5) Child Inc. and Any Baby Can agree to share resources and coordinate services when possible and in compliance with state and federal regulations and local school board policy.
- 6) Child Inc. agrees to provide, if requested by Any Baby Can, the number of children receiving services under ABC to the LEA for the LEA Child Count annual report.
- 7) Child Inc. and Any Baby Can agree to make efforts to update this agreement annually.

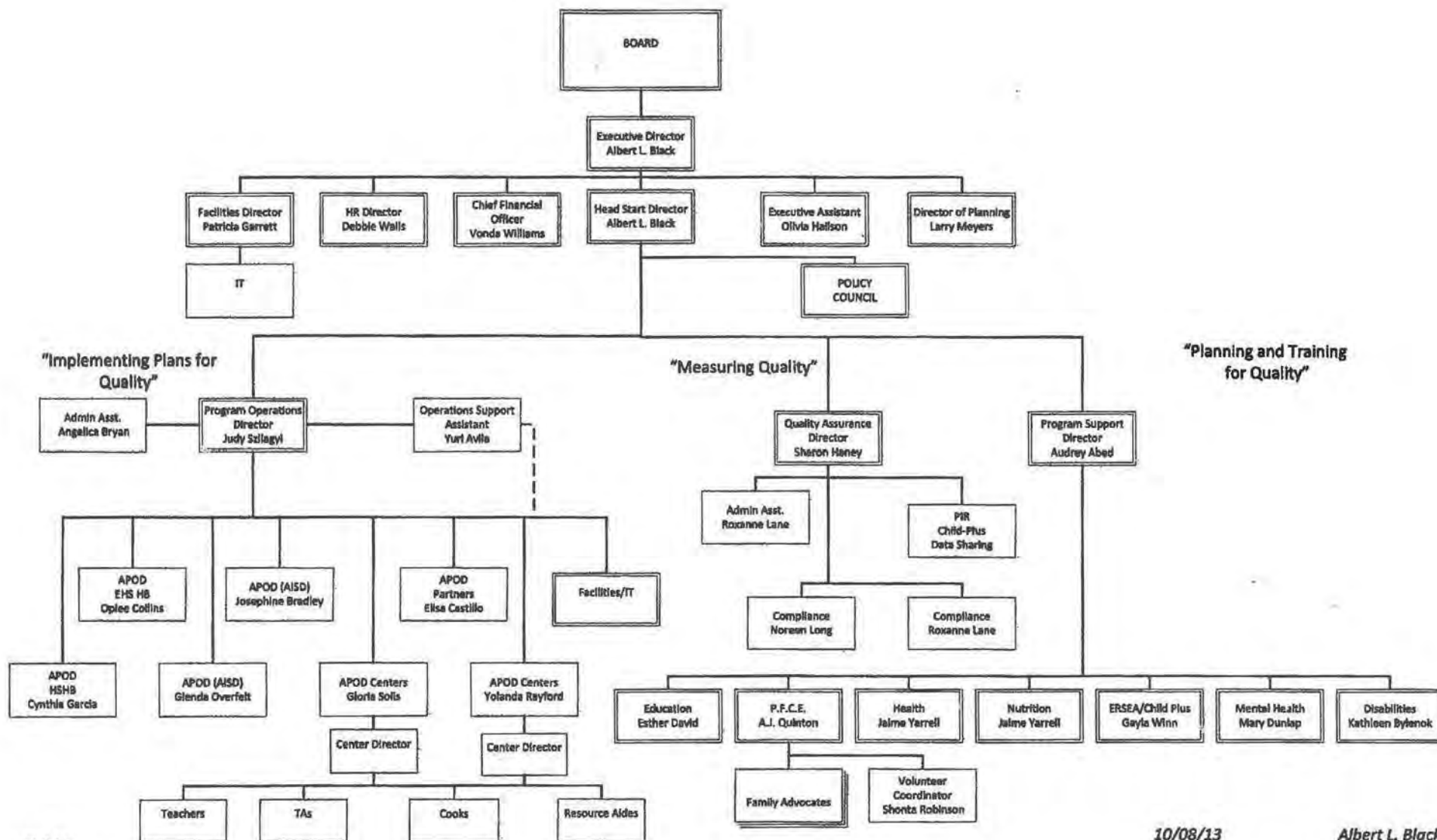
FOR Child Inc.


Kathy Bylenok Date
Disabilities Service Manager

FOR Any Baby Can


Alexandra Alfau Date
Special Education Director
Any Baby Can

ATTACHMENT A. ORGANIZATION CHART



ATTACHMENT B. TRAVIS COUNTY MONITORING REPORT



Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax (512) 854-4115

August 2, 2013

J. Pete Laney, Board Chair
Child Inc
818 E 53rd Street
Austin, Texas 78750
Email: jpete@jpetelaney.com

Re: 2013 Travis County Monitoring Visit, Contract #PS090111RE

Dear Mr. Laney:

We conducted a monitoring visit of the contracts referenced above on May 20th, 2013. The reviews included administrative, financial and program performance reviews of the Early Education and Care Program.

We initially identified some issues with Child Inc's client grievance procedures, however the organization has taken steps to adequately address our concerns and we are pleased to inform you that no additional action is required, at this time.

We commend you for the work provided to the community by Child Inc. Feel free to contact LaDonna if you have questions. Please extend our thanks to your staff for facilitating our monitoring visit.

Sincerely,

LaDonna Brazell
Contract Compliance Specialist
HHS Finance Division
512/854-7875
ladonna.brazell@travis.co.tx.us

San Juana Gonzales
Contract Compliance Specialist
HHS Finance Division
512/854-4122
SanJuana.Gonzales@travis.co.tx.us

Cc: Albert Black, Child Inc Executive Director
Sheri Fleming, HHS/VS County Executive, Travis County
Kathleen Hass, HHS/VS Finance Manager
Tara Carnean, HHS/VS Program Lead

ATTACHMENT E. EXAMPLE OF DAILY SUMMER SCHEDULE

Mrs. Offer
Ms. Brittany Bell
Daily Schedule Room 207

7:30 - 8:20	Good Morning (sign in, meet and greet, health check, table games, and writing)
8:20 - 8:30	Transition (clean up, preparing for breakfast, washing hands)
8:30 - 9:00	Family style breakfast (meal and conversation)
9:00 - 9:30	Yoga and morning circle (learning focus activities, songs, stories)
9:30 - 9:50	Learning center activities (dramatics, blocks, art or craft, table games, math, science, writing, music and listening)
9:50 - 10:00	Transitioning to outside (bathroom and cleaning up centers)
10:00 - 10:30	Outside
10:30 - 10:45	Transition to inside activities (bathroom, washing hands, water, free reading)
10:45 - 11:20	Story time, small group activities and center time
11:20 - 11:30	Clean up areas, prepare for lunch, free reading
11:30 - 12:00	Family style lunch (meal and conversation)
12:00 - 12:15	Tooth brushing, getting mats, bathroom
12:15 - 12:30	Listening to a story, counting
12:30 - 2:30	Classical music and rest time
2:30 - 2:40	Transition from rest time to snack time (clean mats, bathroom, washing hands, preparing for snack)
2:40 - 3:00	Family style snack
3:00 - 3:15	Circle (assess and reflect from morning circle, literacy time, songs and finger plays)
3:15-3:45	Centers
3:45 - 4:00	Transition to activity center by cleaning areas, bathroom, hand washing
4:00 - 4:30	Activity center
4:30 - 5:25	Centers
5:25 - 5:30	Clean and straighten the classroom and dismissal

This schedule will be flexible in order to meet the needs of the children.

F. HEALTHY ENVIRONMENT POLICIES



Drug Free Workplace Notification

It is the goal of Child Inc. to provide a safe and drug-free work environment for its employees, clients and visitors. With this goal in mind and because of the serious safety and performance consequences of drug abuse in the workplace, particularly since Child Inc. is responsible for the lives and early development of small children, Child Inc. has established this policy for current and future employees. For purposes of this policy, "illegal drug" means any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term also includes inhalants, marijuana, prescription drugs not legally obtained, and prescription drugs not used as prescribed.

Child Inc. prohibits the possession, use, purchase, sale, manufacture, transfer, or state of having a detectable level of alcohol or any illegal drug in one's system by any person within Child Inc. when that individual is on Child Inc. premises or is performing Child Inc. business or when such activity affects the individual's suitability for continued employment (by, for example, adversely affecting the employee's work performance or the safety of the employee or others, or by harming Child Inc.'s reputation).

Child Inc. does not presently conduct alcohol and drug testing but reserves the right to institute testing at any time. Testing will be performed only with the employee's knowledge and consent. However, any employee who refuses to consent to a test will be subject to disciplinary action, up to and including termination. If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, the employee may be subject to appropriate disciplinary action, up to and including discharge from employment with Child Inc. In such a case, the employee will be given the opportunity to explain the circumstances prior to any final employment action becoming effective.

An employee who comes forward to advise management that he or she has a chemical dependency problem is eligible for a leave of absence to attend rehabilitation, provided such leave does not cause undue hardship on Child Inc. Such employee will not be subject to disciplinary action by reason of having come forward before Child Inc. discovers the problem. To the extent that such individual has accrued paid time off, he or she will be paid for such approved time off, by using accrued annual or sick leave.

Child Inc. reserves the right to institute drug testing, at which time, either failure of the test or refusal to take the test would be grounds for termination.

By signing below, I acknowledge that I have been informed of and agree to abide by Child Inc.'s Drug Free Workplace Policy.

Employee Signature: _____

Employee Printed Name: _____

Date: _____



Smoke-Free Workplace Notification

As per program instruction #ACYF-PI-HS-95-04 ("Establishing a Smoke-Free Environment in Head Start Programs"), all Head Start grantees and delegate agencies are required to create smoke-free environments; and to eliminate exposure to tobacco smoke by children, staff, and parents in the Head Start program.

Because of the acknowledged hazards, both to adult non-smokers and especially to young children, arising from exposure to environmental tobacco smoke, it shall be the policy of Child Inc. to provide a smoke-free environment for children, staff, and parents.

Smoking is not permitted in any Child Inc. buildings, classrooms or vehicles. Employees wishing to smoke should do so during their lunch times, outside Child Inc. buildings, and in accordance with local ordinances.

This policy covers the smoking of any tobacco product, and applies to both employee and non-employee participants of Child Inc.

I understand and agree to the above stated Smoke-Free Workplace Notification policy.

Employee Signature: _____

Employee Printed Name: _____

Date: _____



Workplace Violence Prevention

Child, Inc. is committed to preventing workplace violence and to maintaining a safe work environment.

Workplace violence is strictly prohibited. "Workplace violence" includes threats; threatening or aggressive behavior, such as intimidation or attempts to instill fear in others, even if made in jest; belligerent speech, excessive arguing, swearing, and sabotage or threats of sabotage of Child Inc. property; defacing Child Inc. property or causing physical damage to facilities; and the possession or transportation, whether intentional or not, of a firearm, handgun, explosive weapon, gun, ammunition, chemical dispensing device, club or other weapon while on Child Inc. premises or while engaged in any work for Child Inc.

Provided, however:

- a. In accordance with Texas law, the prohibition on possession and transportation of firearms and ammunition does not apply to employees in lawful possession of firearms or ammunition, such as individuals licensed by the State of Texas to carry a concealed weapon, provided the firearm or ammunition is transported or stored in the individual's privately-owned, locked vehicle parked in a parking area owned or controlled by Child Inc. and provided for its employees.
- b. If the employee is at a worksite not owned or controlled by Child Inc. (such as at a child development program operated under the auspices of Head Start or in conjunction with a school district), and the rules of that worksite are more restrictive than set forth in this policy, the employee must follow the rules of the entity that owns or controls that other worksite.

Any violation of this policy is grounds for immediate termination.

Any employee observing or becoming aware of violent or potentially violent behavior must notify his or her supervisor or Human Resources immediately. All threats and attempts to harm will be taken seriously. Employees who may be victims of domestic violence are encouraged to report to their supervisors if they are concerned about their security at work.

I understand and agree to the above stated Workplace Violence Prevention policy.

Employee Signature: _____

Employee Printed Name: _____

Date: _____

Child, Inc.
Early Head Start/Head Start
Policy

RELEVANT STANDARDS: 1304.40(a)(1-2), (b)(1)(ii), (b)(2), (c)(1-3), (f)(1-4), (g)(1-2), (i)(1,8)		
Division: Nutrition, Health, Parent and Family Community Engagement, Education	POLICY NUMBER: Breastfeeding Promotion and Support	FRAMEWORK: Parent and Family Community Engagement Health/Nutrition-Services to Pregnant Women, Child Care Minimum Standards
OWNER: Health Services		Policy Council Approval Date: May 7, 2013 Board Approval Date: May 14, 2013
FORMS REQUIRED: DOCUMENTED EVIDENCE: Appropriate Referrals, Pregnancy and Family Contact Notes, Health Records from PCP		COMMENTS:

RELEVANT HEAD START PROGRAM PERFORMANCE STANDARDS:
45 CFR1304.40a-c, f-g, i; TDFPS 746.501

POLICY:

Grantee and delegate agencies must provide information on the benefits of breastfeeding to all pregnant and nursing mothers. For those who choose to breastfeed in center-based programs, arrangements must be provided as necessary. Arrangements include providing a mother with a place to sit and breastfeed her enrolled child with an adult-size chair, necessary fluids and nutritious snacks.

Head Start parents are informed that they have the right to breastfeed their enrolled child or provide breast milk for their child while in care. Parents with children also enrolled with a collaborative partner will follow the policies of the collaborating partner.

Staff will be trained annually and monitored on breastfeeding policy, support, and safe storage and handling of breastmilk.

A positive breastfeeding attitude is conveyed by distribution of culturally appropriate materials, displaying breastfeeding posters, and providing breastfeeding education for pregnant and nursing women.

Food Service Assistant

Position Purpose

Food Service Assistant is responsible for assisting the Center Nutritional Coordinator (CNC) to prepare meals and snacks at assigned locations while complying with all applicable sanitation, health and personal hygiene standards and following established food production programs and procedures.

Essential Job Responsibilities – Performance Indicators

1. Works with other food service personnel or alone to prepare breakfast, lunch and snack daily at the assigned center.
2. Studies the menu to ensure timely preparation of food.
3. Follows standardized recipes to prepare meals in adequate portions with minimum waste.
4. Disposes leftovers and does not reuse.
5. Ensures that food preparation meets the highest possible standards of nutrition, taste, attractiveness, and conservation.
6. Observes high standards of personal hygiene to include, but not limited to:
 - a. Wears clean outer clothing, hose, and socks.
 - b. Carefully washes hands before and during food handling, preparation and service.
 - c. Does not use tobacco, in any form, during food preparation or service.
7. Demonstrates good food sanitation and safety practice in the kitchen at all times.
 - a. Washes and sanitizes all utensils and equipment, including stoves, refrigerator, etc.
 - b. Cleans kitchen floor, cabinets, storage areas, pantries, and all food service areas.
 - c. Disposes of all waste.
 - d. Practices all safety policies and procedures as required to ensure safety.
8. Checks incoming supplies to insure proper billing, and prevent delivery of unusable goods.
9. Assist with meal count and keep accurate records as required by USDA, the Department of Health and Human Services, and Child Inc.
10. Maintains good attendance and punctuality; must notify and gain permission from supervisor IN ADVANCE of any absence or tardiness.
11. Performs duties on a daily basis and works consistently at the assigned location.
 - a. Regular attendance is required.
 - b. Must be able to perform duties on a daily basis.
12. Attends training sessions as required.
13. Performs other duties as assigned by supervisor.
14. Any person who suspects child abuse or neglect is required to report suspicions to the appropriate agency (as defined below) within 48 hours after the abuse or neglect is first suspected.¹

¹ Appropriate agencies are defined as follows by the Texas Family Code: 1) any local or state Law Enforcement Agency; 2) the department if the alleged or suspected abuse involves a person responsible for the care, custody or welfare of a child; 3) –e state agency that operates, licenses, certifies, or registers the facility in which the alleged abuse occurred; 4) the agency designated by the court to be responsible for the protection of children.

Essential Physical Demand Characteristics

1. Proficient ability to stand for long periods of time (possibly 8 hours) on a hard surface (concrete floor/ slabs).
2. Lifts and carries pots, pans, cans, bowls, and cookie sheets (empty and full) for short distances. Lift may originate from 10" to 34" for these objects. Measurements of some larger cooking item:
 - a. Cookie Sheets - 17x15".
 - b. Large Pots - 13" in diameter, 9" deep.
3. Reaches overhead to get things down from and put things in shelves that are 54", 64", and 74" from the ground, over a counter that is 23" deep.
4. Washes dishes in a large sink that is 13" deep, with the edge being 36" high.
5. Chops and cuts food for 30+ minutes on cutting counter that is 34" high.
6. Pushes and loads a four-wheel cart with food for classrooms. Shelf heights on the cart are 6", 19", and 32". The force used to pull a full cart is 2-41bs. of force.
7. Frequent walking, reach, bend, kneel, stoop, climb, lift, push and pull items weighing up to 35 pounds (and occasionally 50 pounds) frequently; manual dexterity; auditory and visual skills; ability to follow written and oral instructions and procedures.
8. Loads and unloads small dishes in an industrial automatic dishwasher, with a counter that is 36" high.

Staff Relationship

1. Responsible to Center Nutritional Coordinator and Center Director.

Knowledge/Skills/Experience Required

1. Must have a high school diploma or G.E.D. Applicants not meeting this qualification may be considered only with the Executive Directors approval and only if they submit a signed statement with their application agreeing to obtain their G.E.D within 24 months of the first day of employment.
2. Must have good knowledge of cooking and baking; experience is preferred.
3. Must maintain skills necessary to safely and efficiently operate the following equipment and machines used in the performance of this job:
 - a. Kitchen equipment, i.e., oven, stove, dishwasher, slicer, coffee machine, steamer, mixer and chef's knives.
 - b. Telephone
4. Must have, or be able to immediately qualify for, a Food Manager's Certification.
5. Must enjoy working with and around children.
6. Must have the ability to read, write, and compute simple arithmetic problems effectively.
7. Must have the ability to work at any center assigned, regardless of location.
8. Must have the ability to work and maintain high standards of professional ethics with persons of different racial, ethnic, economic, and social backgrounds.
9. Must have a valid driver's license, liability insurance, and reliable transportation.
10. Must have a yearly physical exam.

Section 0835: Non-Resident Bidder Provisions

Company Name Chadler Inc

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: n/a Which State: n/a

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: n/a

Section 0640

Program Performance Measures and Goals

OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

SUMMER & AFTER SCHOOL OUTPUT # 1 (Required)	City of Austin Annual Goal	All Other Funding Sources Annual Goal	TOTAL (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	450	0	450

SUMMER & AFTER SCHOOL OUTPUT # 2 (Required)	City of Austin Goal	All Other Funding Sources Goal	TOTAL (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	1100	0	1100

OUTPUT # 3 (Proposed)	City of Austin Annual Goal	All Other Funding Sources Annual Goal	TOTAL (City + All Other) Annual Goal
Total Head Start Children – 12 MO	0	1823	1823

OUTPUT # 4 (Proposed)	City of Austin Annual Goal	All Other Funding Sources Annual Goal	TOTAL (City + All Other) Annual Goal
Total Head Start Children - 36 MO	0	4267	4267

OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Number of parents satisfied with after school.	135
Total number of parents using after school.	150
Percentage of satisfied parents.	90%

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
Number of parents satisfied with summer program.	270
Total number of parents using summer program.	300
Percentage of parents satisfied with summer program.	90%

Total Program Performance – OUTCOME # 3 (Proposed)	Total Program Annual Goal
Number of whose assessment improved by 30%.	1,276
Total number of children assessed.	1,823
Percentage of...(description of the outcome percentage) (outcome rate)	70%

(For additional Output or Outcome measures, copy and paste the blocks above and re-number accordingly)

Section 0640
Program Performance Measures and Goals

Total Program Performance – OUTCOME # 4 (Proposed)		Total Program Annual Goal
Number of children who maintained developmental gains		270
Total number of children assessed.		300
Percentage of...(description of the outcome percentage)		(outcome rate) 90%

Section 0645

Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

[illegible]

***NOTES:**

1. *86 FTE positions for the Summer Program only, equivalent to 14.67 FTEs*
2. *Job Descriptions provided as attachments.*

Section 0650
Program Budget and Narrative

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL						
1. Salaries plus Benefits	\$475,000.00	0.00	0.00	0.00	\$9,988,411.00	\$10,463,411.00
A. Subtotals: PERSONNEL	\$475,000.00	\$0.00	\$0.00	\$0.00	\$9,988,411.00	\$10,463,411.00
OPERATING EXPENSES						
2. General Operating Expenses	0.00	0.00	0.00	0.00	3,073,273.00	3,073,273.00
3. Consultants/ Contractuals	100,000.00	0.00	0.00	0.00	2,074,090.00	2,174,090.00
4. Staff Travel - <u>Out of Travis County</u>	0.00	0.00	0.00	0.00	22,356.00	22,356.00
5. Conferences/Seminars - <u>Out of Travis County</u>	0.00	0.00	0.00	0.00	19,666.00	19,666.00
B. Subtotals: OPERATING EXPENSES	\$100,000.00	\$0.00	\$0.00	\$0.00	\$5,189,385.00	\$5,289,385.00
DIRECT ASSISTANCE for PROGRAM CLIENTS						
6. Food/Beverage for Clients	0.00	0.00	0.00	0.00	0.00	0.00
7. Financial Assistance for Clients	0.00	0.00	0.00	0.00	0.00	0.00
8. Other (<i>Specify</i>)	0.00	0.00	0.00	0.00	0.00	0.00
C. Subtotals: DIRECT ASSISTANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CAPITAL OUTLAY (with per Unit Cost <u>over \$5,000/unit</u>)						
9. Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00
D. Subtotals: CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS						
GRAND TOTALS (A + B + C + D)	\$575,000.00	\$0.00	\$0.00	\$0.00	\$15,277,796.00	\$15,752,796.00
PERCENT SHARE of Total for Funding Sources:	4%	0%	0%	0%	96%	100%

Section 0650
Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #1		
Name of Subcontractor	Extend A Care	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	After School Care	
Number of Clients to be Served (if applicable)	150	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u>	<u>ALL OTHER Sources amount</u>	<u>TOTAL</u>
\$100,000.00	\$ 0.00	\$ 100,000.00

SUBCONTRACTOR #2		
Name of Subcontractor	N/A	
Term of Subcontract (mm/dd/yyyy)	Start date: N/A	End date: N/A
Services to be Subcontracted	N/A	
Number of Clients to be Served (if applicable)	N/A	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u>	<u>ALL OTHER Sources amount</u>	<u>TOTAL</u>
\$0.00	\$ 0.00	\$ 0.00

SUBCONTRACTOR #3		
Name of Subcontractor	N/A	
Term of Subcontract (mm/dd/yyyy)	Start date: N/A	End date: N/A
Services to be Subcontracted	N/A	
Number of Clients to be Served (if applicable)	N/A	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u>	<u>ALL OTHER Sources amount</u>	<u>TOTAL</u>
\$0.00	\$ 0.00	\$ 0.00

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

Section 0650 Program Budget and Narrative

Program Budget Narrative

Add details to describe the proposed City expenses from your Program Budget form.
Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	
OPERATING EXPENSES	
2. General Operating Expenses	
3. Consultants/ Contractuals	
4. Staff Travel - <u>OUT of Travis County</u>	
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	
DIRECT ASSISTANCE	
6. Food/Beverage for Clients	
7. Financial Assistance for Clients	
8. Other Direct Assistance (<i>must specify</i>)	After School and Summer Care and Education for children ages 0-5 years old.
CAPITAL OUTLAY	
9. <u>Capital Outlay</u> (<i>must specify</i>)	

Section 0655 Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$575,000
Head Start	Head Start and Early Head Start Services	05/01/2015	04/30/2016	\$14,359,088
CACFP	Food Program (Descriptor)	10/1/2015	09/30/2016	\$525,000
Travis County	Childhood Care and Education	10/1/2015	09/30/2016	\$208,780
City of Austin - CDBG	Child Care Services	10/1/2015	09/30/2016	\$84,928
FUNDING AMOUNT TOTAL:				\$15,752,796

2015 Summer Learning Cost per Client Calculations

\$475,000

40 days of care

300 children

\$39.583 fee per day

	Days	Fee/Child	# Children	Est Reimb
June 16-30	11.00	\$435.41	300	\$130,624
July (all)	23.00	\$910.41	300	\$273,123
Aug 1-8	6.00	\$237.50	300	\$71,249
				\$474,996

2015 After School Care Cost per Client Calculations

\$100,000

178 days of care

150 children

\$3.740 fee per day

	Days	Fee/Child	# Children	Est Reimb
Aug	5.00	\$18.70	150	\$2,805
Sept	21.00	\$78.54	150	\$11,781
Oct	22.00	\$82.28	150	\$12,342
Nov	15.00	\$56.10	150	\$8,415
Dec	15.00	\$56.10	150	\$8,415
Jan	18.00	\$67.32	150	\$10,098
Feb	19.00	\$71.06	150	\$10,659
Mar	17.00	\$63.58	150	\$9,537
Apr	22.00	\$82.28	150	\$12,342
May	20.00	\$74.80	150	\$11,220
Jun	4.00	\$14.96	150	\$2,244
				\$99,858

\$575,000

\$574,854

Surplus/Deficit

\$146



PART 1. PROGRAM OVERVIEW AND STRATEGY

A. Connection to Self-Sufficiency Goals and Life Continuum – *Early Childhood*

"Investing in quality early learning programs is the most efficient way to affect school and life success and to reduce social expenditures later."

– Prof. James Heckman, a Nobel laureate in Economics

All children are born ready to learn, but in Austin children living in poverty too often enter school unready to succeed. Before even walking through the classroom door, children living in poverty have already fallen behind in school. By age four, children from low-income families are up to 18 months behind their peers developmentally.ⁱ

The best way to ensure all children have a fair chance at a brighter future is to give each child the opportunity to learn and grow early on. Child Inc's *Early Steps to School Readiness Summer and After School Program* ensures they have nurturing and enriching early experiences, including high-quality early care with educational opportunities for children of working families from birth to age five -- so they may be ready to succeed in school and life. Head Start services primarily address the self-sufficiency goals listed under Universal Support Services that include education and child care within the Early Childhood Life Continuum category. However, because Head Start is a comprehensive early education program that serves the whole family, it also addresses other self-sufficiency goals and life continuum categories as described under Part IV of this proposal.

***Child Inc is seeking to meet the needs of
low income working families with quality early education.***

Removing barriers to enrollment for low income working families providing an extended Head Start day -- from 6 hours to 10 hours -- as well as a providing continuity of services throughout the year with an enriched summer learning program designed to minimize educational fade-out that frequently impacts children who do not attend developmental programs during summer months.

Child Inc is focused on the whole child. Approaches the needs of the whole child and family by providing health, mental health, education, social services, and parent-



community involvement under one program while ensuring each child is healthy, safe, engaged, supported, and challenged. Continually developing services tailored to the needs of families and children that recognize and respect the whole child and family, their diverse cultural backgrounds, and our community values. Support services meet the unique needs of families with workforce development, ESL, GED support, resource referrals, and assistance establishing a medical and dental home.

Child Inc programming is research based. Providing a variety of learning experiences to help children grow intellectually, socially, and emotionally with a trained workforce using comprehensive research based curriculums, evaluation tools and methodologies.

Child Inc is accountable. Established clearly defined practices and standards for program quality and personnel while continually garnering input from Austin Area and industry leaders in early childhood development, families, and community partners. Policies include ongoing strategic planning, self-assessment, and evaluation processes to ensure positive educational, health, and social outcomes for children.

Child Inc two generational approach. Education starts in the home. Programming supports optimal home learning environments engaging parents and/or caregivers in educational activities and promoting healthy lifestyles in multi-generational settings. For children to arrive at kindergarten well prepared, they need parents *and* educators in their lives who support their early learning.

Child Inc is founded on experience & community. Providing early, continuous, intensive, and comprehensive child development and family support services to low-income families with children from birth to age five as Head Start grantee in Central Texas since 1972. We promote school readiness by enhancing the social and cognitive development of children through the provision of educational, health, nutritional, social and other services to enrolled children and families. In addition, to supporting parents in their role as caregivers.

1. Meeting Primary Goals for Early Childhood - Head Start is a national high quality early childhood development program designed to promote school readiness for income eligible families with children ages 0-5 including pregnant mothers, focused on closing the achievement gap between more affluent peers and lower income children.

a. Identifying the problem. Science tells us that the early experiences and strong bonds preschool children develop with caring adults literally help build their brains. These earliest relationships shape brain development by helping young children learn manage their behavior and emotions, which leads to the ability to focus their attention on the tasks of



learning. For low-income children, the complex process of healthy brain development is often compromised by the stress of living in poverty. Parents struggling to cope with severe financial instability, lack of medical care, and other stressors common to living in poverty may not be able to adequately respond to their children's needs, making it more difficult to forge the strong bonds required to help their children thrive later in life. The overlay of poverty and this critical developmental phase means that our youngest children are most at risk during the period of the most substantial brain growth of their lives.

b. Providing early quality programing as a Solution. Our programming includes well-trained professionals providing nurturing and continuous care for infants, toddlers, and preschoolers; build trusting relationships with parents; emphasize language and literacy development; support literacy activities in the home as well as providing access to family support services. This is not a singular solution, but a community effort in which we are embedded. As Head Start grantee for Travis County, Child Inc serves 1823 children and families on an annual basis, of these 659 are in our stand alone centers, 816 in collaborative PreK public school classrooms and 348 are served in our home-base program.

2. Program Comprehensiveness & Alignment with School Readiness Action Plan - Head Start frameworks as in the School Readiness Plan recognize that early education designed to foster school readiness and financial self-sufficiency for extremely low-income families and children requires comprehensive services and the active engagement of families. Enrolled Child Inc children receive education, health, nutrition, and mental health, and special education services as needed. Parents and family members receive social and case management services, as well as assistance from family advocates to ensure access to needed community resources and to help them formulate family action plans to improve their economic and social well-



being. Parents also receive parenting education to help them function as their child’s first teacher and to prepare them to support their child throughout their school years. Children cannot reach their full potential if they don’t have the physical and emotional support they need in their households.

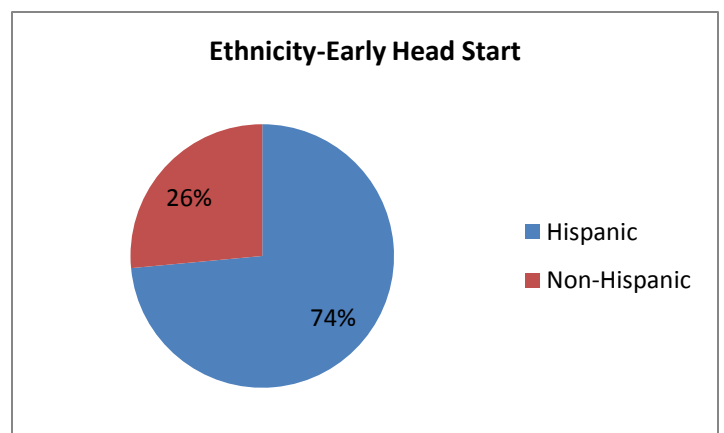
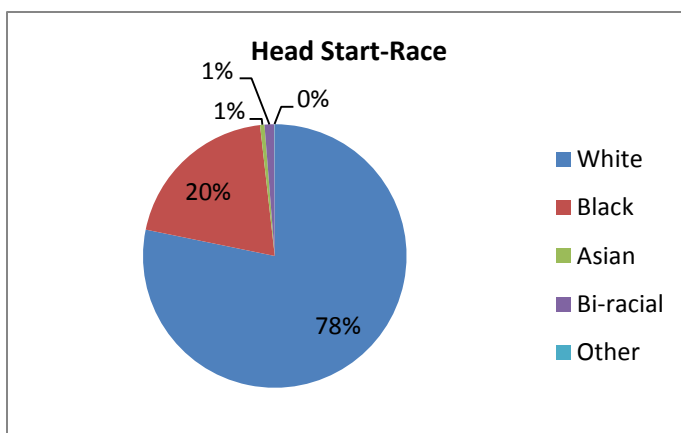
Therefore, while Child Inc is primarily a universal support service providing education and child care to young children, it is also a program to transition children and families out of poverty, to ensure that client children and families have safety net services (basic needs), and to provide problem prevention services to children and families through preventative health and behavioral services focusing on:

- Social-Emotional Development
- Physical Development
- Cognitive Development
- Language Development

B. Target Population for the Goals

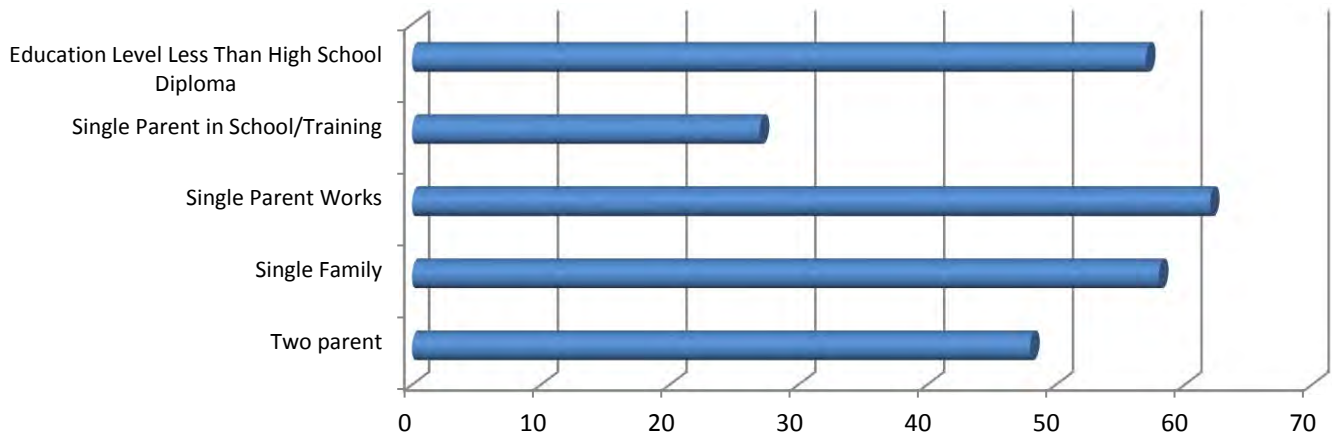
1. Agency Target Population - Child Inc gives priority to Central Texas families that have incomes below the federal poverty guidelines with the goal of providing a positive learning environment for young children and addressing their comprehensive service needs. Priority is also given to children who are homeless or in the child protective service system with 10% of enrollment is reserved for children with special needs. All families must be residents of Austin/Travis County.

a. Child Inc Demographics

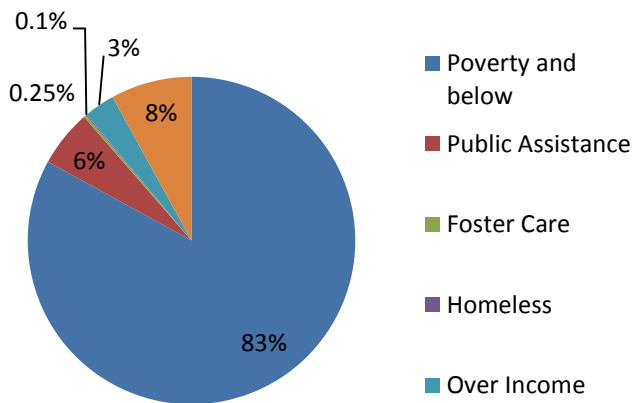




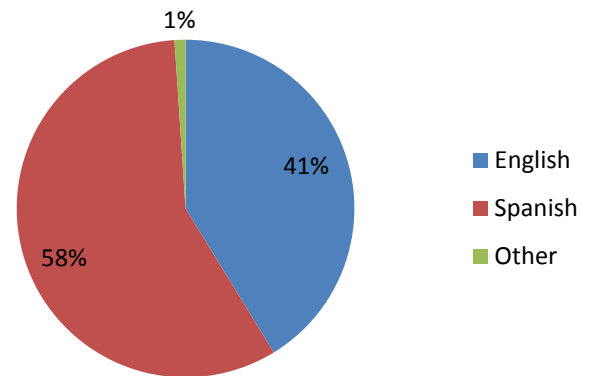
Family Structure, Education & Work Status



Eligibility-Head Start



Head Start-Language

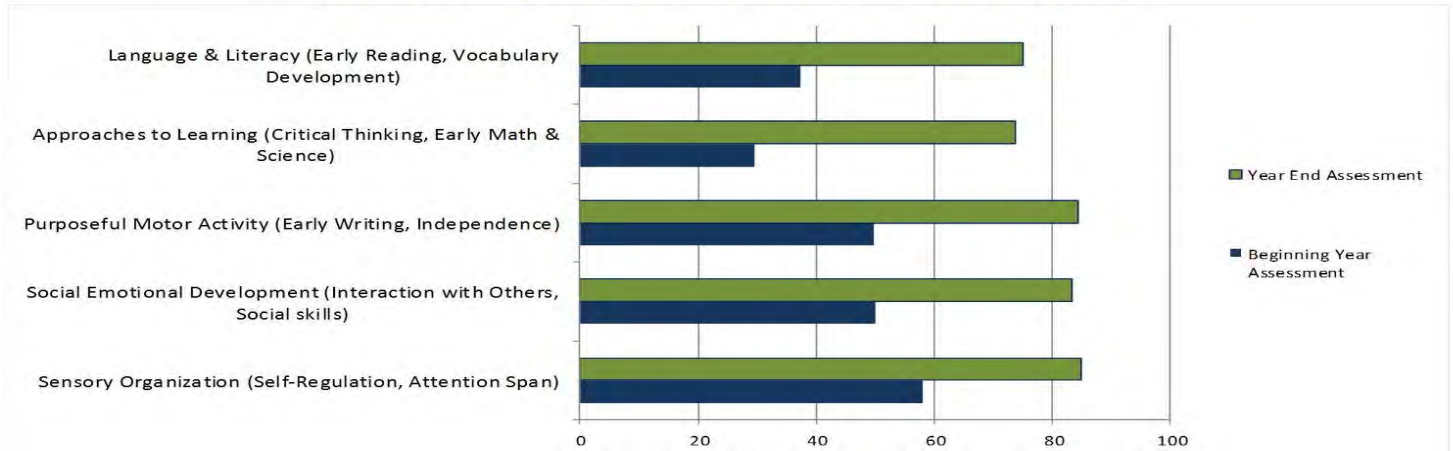


b. Success with Target Population

Child Inc has been the Head Start grantee for Travis County since 1972. Through four decades of service Child Inc has prepared approximately 40,000 preschool children and their parents to succeed in school and in life. Extensive outreach is conducted to ensure eligible families are aware of our services. Also noted, during this time when an unprecedented number of Head Start providers have had to re-compete for their contracts, Child Inc has continually maintained its good standing with federal reviewers. Our success is measured in the developmental

progress of the Head Start children served as evidenced in the 2012-2013 Aggregate Assessment.

Child Inc Kids Are School Ready! *mastering all developmental skill areas**



2. Data Sources - Target Population

a. Area Demographics - Of the roughly one million people living in Travis County,

181,765 (18%) live in poverty. However, the poverty rate is higher among children.

Approximately, one-quarter of Travis County children (60,043) live below the poverty threshold, and almost one-half (46%) of all children in Travis County (111,658) are below 200% of the poverty threshold. Children account for 30% of the total Travis County population below 200% of the poverty threshold.ⁱⁱ

TRAVIS COUNTY CENSUS DATA (2011)

- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ 76,541 children under age 5 ▪ 19,132 children under age 5 (25%) at or below federal poverty ▪ 27,086 children under age 5 (33.4%) between 101% and 130% of federal poverty (<i>Head Start Income threshold</i>) | <ul style="list-style-type: none"> ▪ 64% of children under 18 are White ▪ 47% of Whites are Hispanic/Latino ▪ 10% of children under 18 are Black ▪ 5% of children under 18 are Asian ▪ 1 in 4 children under 18 live in single female-headed households |
|---|--|

b. Unmet Needs -Child Inc's 2013 Head Start Needs Assessment Identified



- 27,086 children under 5 in Travis County with family incomes below 130% of federal poverty
- 12,750 of these, receive early education from public schools or other entities
- 4,336 receive no formal early education services from any source
- Children age four living below 130% of federal poverty
- **73% receive no formal early education from any source.**

c. Trends - Community Assessment - Child Inc conducts a community assessment every three years that is supplemented with annual updates. This assessment utilizes all relevant demographic data from numerous resources, identifies and quantifies early childhood resources in the community, utilizes community early childhood reports such as the School Readiness Plan, considers Child Inc client data and family surveys, and reports on Head Start children's developmental progress as measured by a research-based assessment instrument. The report is shared with the community and can be found on the Child Inc website: www.childinc.org. Population trends include the growth in Hispanic families, growth in low-income stay at home mothers, single parent households, and suburban minority migration due primarily to Central Austin gentrification and escalating housing costs closer to the city core.

d. Waiting List. Child Inc maintains a waiting list for both Head Start (3-5) and Early Head Start (0-3). Currently, the waiting list includes:

- ❖ 468 children for Head Start and 200 children for Early Head Start

e. Data from Community Databases Children under six years are represented in highest number among children living in poverty (under 100% of the poverty threshold) and in the under 150%, under 185% and under 200% of the poverty threshold categories. The table below provides detailed data according to age group and poverty threshold category. Children living in households with incomes below or near the poverty threshold may receive public assistance. More than one-quarter (28%) of children in Travis County (69,639 children) live in



a household receiving public assistance, which includes Supplemental Security Income (SSI), Cash Public Assistance Income, such as Temporary Assistance for Needy Families (TANF), and/or Food Stamps/Supplemental Nutrition Assistance Program (SNAP) benefits. One-half of those children live in female-headed households with no husband present, while 41% live in married-couple families. ⁱⁱⁱ

3. Clients With Criminal Backgrounds - Are subject to the same eligibility criteria as those without criminal backgrounds. Child Inc conducted a survey of parents several years ago and determined at that time that one of every four children had a parent who was currently incarcerated or had been incarcerated within the previous two years.

4. Client Eligibility Requirements. Specifically detailed by the federal Office of Head Start and are closely monitored by that agency; in addition, Child Inc provides copies of income documentation for all clients funded by the City and County. For enrollment, parents must provide a copy of the child's birth certificate, social security number if the child has one, proof of residency (Travis County resident), and proof of income (tax return, pay check stubs, public assistance certification). In rare instances, a letter from an employer or a self-declaration form may be accepted if no other employment/income records exist, but these are very closely scrutinized. Certifications by agencies serving homeless clients and child protective services are used in addition to the information above for clients who fall into these categories. In addition, children who are enrolled on the basis of a disability and who are above income guidelines must provide documentation from a local independent school district if three or older, or an Early Childhood Intervention provider if younger than three. All enrollment documentation is maintained in both hard copy and in our electronic information system and are available for review by any funder at any time. Child Inc has a multi-year history of



providing eligibility documentation to the City for both general revenue funding and CDBG funding.

5. CLAS Standards

a. Governance, Leadership and Workforce. Child Inc practices inclusion and diversity within its hiring practices. Child Inc parents serve the organization in many capacities including volunteering in the classroom, policy, board participation and governance.

Translators are always available for meetings, services are delivered to children and parents in their primary language, and significant written materials are prepared in both English and Spanish. Interpreters for the deaf are utilized when needed. Multiculturalism is a required component of center-base curricula.

b. Limited English Proficiency. All services and written materials are available to clients and volunteer leadership in both English and Spanish at no cost. Interpreters are utilized as needed for hearing impaired and other language speakers as necessary.

c. Availability of Language Assistance. As required by the federal Office of Head Start, clients are informed of the availability of language assistance both verbally and written beginning with client enrollment and throughout program participation.

d. Competence of Language Assistance. Many Child Inc job descriptions require the ability to speak and write in both Spanish and English as well as in sign language. Qualified staff are used as translators for meetings, classrooms and one on one interactions. If appropriate staff is not available, Child Inc contracts for qualified fee- based translators.

C. Program Strategy to Accomplish Goals

During the last two years Child Inc has been engaged in program redesign to better meet community needs and further align with new Head Start regulations. As a result of unfunded mandates, sequestration and increased service costs Child Inc was forced to cut programming,



even after extensive budget cuts. The agency reduced service hours at our stand alone centers from 10 hours to 6 hours per day and eliminated the summer learning program. It should be noted that Child Inc was one of only a few Head Start programs in the country to provide a full day and summer programming. This financial shortfall was brought to the attention of our community partners, the Early Childhood Council and City Council. Understanding the adverse impact these cuts would have on the families served, specifically low income working families, City Council voted to fund these programs on an interim basis. The City has provided funds for Child Inc to contract with Extend a Care to provide after school care for working parents. This has been introduced in three centers this year with a gradual rollout; we anticipate expansion to at least six of our centers next school year. Without after school care, the vast majority of income eligible working parents will not have access to Child Inc services:

- Head Start parents have historically been dependent upon this program to ensure quality care for their children during the summer. Last summer, an average of 350 children participated in our summer learning program funding by the City of Austin.
- This not only provided quality care, it provides the educational activities necessary to avert the typical developmental fade out that typically occurs over summer break. This is especially important for high risk children about to begin their first year of formal schooling.
- City summer programming reduces teacher attrition thus providing Child Inc the ability to retain high quality teachers.

1. Strategy to Reduce Summer Fadeout for Children of Working Families

A major threat to achievements made by Head Start children during the nine months of actual schooling is a phenomenon called fade-out. Fade-out is that 3 month summer period were parents, lack of funding, lack of space, or a variety of other reasons prevent children from being in a classroom learning environment. Both educators and parents voice concerns over the



negative impact of summer break on children's learning, acquisition and maintenance of skills.

One concern is that children learn best when instruction is continuous. Summer breaks the continuity of instructions, allowing children to forget prior knowledge. The long summer break also has a disparate impact on children with special educational needs. For example, children who speak a language at home other than English may have their English skills underminded by an extended period without practice. Another concern is that students with higher socioeconomic status may return to school with a larger educational advantage over their less advantaged peers as a result of additional school-related learning, or lower levels of forgetting, over the summer.^{iv}

Effective, engaging interactions and environments are the foundation for all learning in early childhood classrooms. This practice will be available during summer for families of working parents. Child Inc high-quality preschool includes:

- Well-organized classrooms feature consistent schedules, well-designed learning centers, established routines, and sensitive and appropriate guidance strategies.
- Social and emotional support means that teachers establish and promote a positive climate in their classrooms through their interactions every day.
- Instructional interactions and materials in preschool must support and extend children's thinking, problem solving, and conversational skills and vocabulary.
- Effective teachers support children's engagement by making concepts and skills salient, ask questions that encourage children to analyze and reason, provide the right amount of help, offer feedback that acknowledges children's attempts and motivates continued efforts, and provide high-quality language modeling.



2. Program Strategy – Quality Care Options for Working Families with After School Care

According to the E3Alliance 2011 Report, Travis County has the most expensive child care in the state of Texas. When parents cannot keep jobs due to lack of child care or workplace flexibility, both the parents and the children suffer economically. Parents who cannot afford afterschool care rely on family members, older siblings or unregulated home care sites to care for preschool children. Child Inc families should not have to make this choice. Many eligible families have chosen to not enroll in Head Start services because of the new shorten day from 10 hours to 6 hours, leaving our most vulnerable children without quality early education. Providing the additional 3 hours of care will enable working families to stay at their jobs while their children receive the same quality care. This strategy will allow us to invest in tomorrow's workforce and allow parents to better provide for their children by placing them in safe, nurturing, and enriching environments while they work.

a. Research Based Practices.

Research show that summer is a particularly vulnerable time for low-income children's educational success. They experience learning loss at a much higher rate than their middle and upper class peers, who typically benefit from enriching summer programs and experiences. The result is an almost three month gap in literacy and developmental skills between the lower and higher socio-economic groups. It is essential that early education programs identify, develop and implement strategies to counter the fade-out phenomenon that is occurring both locally and nationally. By providing early and sustained summer learning opportunities for young children, improved outcomes such as increase academic achievement, self-esteem, confidence, motivation, higher test scores, better social skills, less repetition of grade(s), increased learning, and higher graduation rates would result.



Head Start has been studied and evaluated sufficiently to describe its positive outcomes to be research-based. In addition to general Head Start research, the federal Office of Head Start requires that local programs use educational curricula that are research-based. Our curricula include, Scholastic Big Day for PreK, DLM and Parents as Teachers. Additionally, we use an evidence-base assessment tool that measures developmental progress among various developmental domains. A new instrument will be used in 2014-2015 to replace the Portage Instrument that is currently in use. For the purposes of the summer program Child Inc will use year-end assessments as a benchmark to test for summer fade out at the end of the program.

3. Program Alignment with Early Childhood Goals

- *Ready Families Goals:* Early Head Start serves pregnant women and infants/toddlers to age 3. It focuses on facilitating secure attachments between mothers and infants. The Parents as Teachers (PAT) curriculum provides assistance to help mothers learn to a better parent and understand their role as their child's first teacher. Emphasis is placed on parental touching, talking, reading to, breast feeding and positive stimulation in general. Parenting education regarding positive attachment continues throughout Head Start service years.

- *Ready Services:* Early Childhood Education Goals: Head Start is free for all income eligible families and is located throughout poverty neighborhoods in the community. All Child Inc centers that are eligible to apply for NAEYC accreditation have received accreditation and the few others are working toward this goal - indicating the highest level of quality. Child Inc measures educational outcomes for all children every year.

- *Ready Service:* Preventative Primary Care and Mental Health Goals: Case management services are provided to every client family to ensure that every child has a medical home, is current on immunizations and has received appropriate health and dental screenings and related treatments. Other family members are connected to community resources for which they are



eligible. All children are screened using the Ages and Stages Questionnaire and are observed by Child Inc Mental Health Specialists. Parents and teachers may refer children to our mental health division if any concerns exist. Mental health and special education services are provided internally and/or through referrals to community resources as appropriate. Parents and other family members are provided community referrals as indicated and offered Child Inc parent support groups for those with mental health concerns and special needs children.

- *Ready Children Goals:* The overarching Head Start goal for children is school readiness which is fostered through comprehensive services as described above. Our success is measured through an evidence-based child aggregate assessment that is conducted three times per year in order to monitor gains made throughout the program year. Head Start are goals updated on an annual basis.

4. **Imagine Austin**

The ultimate purpose and goal of Head Start is to foster self-sufficiency by supporting low-income families with necessary information and resources and foster school readiness for their children in order for them to become self-sufficient adults. This is directly in line with the vision of Imagine Austin that states, “Austin is a beacon of sustainability, social equity and economic opportunity...”. Head Start further aligns with the Imagine Austin vision as follows:

“Austin is Livable”. *Child Inc provides access to quality schools for low-income preschoolers and connects families to health and human services.*

“Austin is Educated”. *Child Inc provides low-income children the opportunity to fully develop their full potential by ensuring school readiness by age 5.*

“Austin is Prosperous”. *Child Inc provides equitable opportunities by leveling the educational playing field for low-income children.*



“Austin Values and Respects its People”. *Child Inc provides access to healthy food, healthcare and quality education to our poorest children.*

5. Barriers/Challenges

As mentioned above, while our program redesign opened our center doors to the children of non-working poor, it simultaneously increased the weight of those doors to the children of the working poor by reducing center hours from 10 to 6 hours per day (as required by federal regulation). The funding request to the City is for continued funding of after school and summer programming in order to provide accessibility of Head Start services to working income eligible families.

Through cooperative programming with Extend a Care (EAC) and City funding, we expect to provide after school care at our six largest centers this coming school year with future expansion possible based on need. Through City funding Child Inc is able to provide full day summer programming for 300 children of Head Start or Head Start eligible working parents. This not only supports continued employment for parents, it eliminates the educational fade out that affects many children who are out of developmental preschool for three months. An additional benefit that is vital to our ability to maximize and leverage federal funding is the retention of high quality teachers during summer.

6. Life Continuum and Cooperative Programming

Head Start programming focuses on the whole family, it serves individuals in all life continuum categories including children with special needs. It is widely recognized that a young child cannot achieve their full potential if basic needs are not met or if there is significant family dysfunction. Child Inc family advocates work with parents to develop family needs assessments and family action plans to address needs and goals. Based on these, referrals are made to community resources as appropriate. Referrals and follow-ups are documented as



required by Head Start regulations. Typical family needs range from adequate housing to utility assistance to ESL to GED to citizenship to health to mental health to domestic violence, to SSI for grandparents, etc. In addition, each year a parent needs assessment is conducted to identify major issues affecting families and to inform family advocates of issues to address with parents as well as to provide topics of interest for parent meetings.

Child Inc's after school program is a cooperative effort with Extend a Care (EAC). As the impact of reduced center hours on working parents became evident last summer, Child Inc reached out to EAC for service provision and the City for funding. An analysis clearly showed that EAC could provide after school care to working families within our Centers much more efficiently. The City provided funding for after school and summer care and EAC agreed to provide after school care to working Child Inc parents in selected centers based on their sliding fee schedule. A pilot has been initiated in three Child Inc centers this year and is projected to expand to at least six of our largest centers next year. WorkSource has agreed to increase its share of funding for Head Start clients served through EAC so that they will reimburse all but 20% of the parent fee. A Child Inc family with a \$100 per month sliding parent fee will only have to pay \$20 per month. This will allow Child Inc to utilize City funding to pay EAC parent fees for the one to three months it takes to establish WorkSource eligibility and fee payments. This will allow more Head Start working parents the financial ability to participate in after school care at no additional cost to the City. In essence, the after school program for working Head Start parents is a cooperative program provided by Child Inc, EAC, the City and WorkSource; an arrangement demonstrating efficient and effective use of community resources.



7. Barriers

The ability of Child Inc and EAC to pilot the after school program this year has allowed both organizations to identify and resolve issues that were not anticipated prior to implementation. It has also provided an opportunity to inform WorkSource of this cooperative effort and generate increased financial support towards this initiative. Should City funding be maintained, no significant barriers are anticipated. Likewise, Child Inc has operated one summer session funded by the City that was highly successful and planning is fully under way for the coming summer program. Efforts are beginning earlier this year to include four year olds served in our collaboration program with ISDs, including Austin ISD. No barriers to future provision of summer programming are anticipated at this time if City funding is maintained.

8. Not Applicable in this proposal

9. Subcontractors and Other Relationships

Outside of this application, Child Inc has an extensive system of collaboration and cooperation with other major service providers. Most prominent is our collaboration with Austin ISD, Pflugerville ISD, Manor ISD and Del Valle ISD to jointly provide public PreK and Head Start services to eligible four year olds in public school. Child Inc collaborative ISD classrooms provide Head Start teacher/child ratios, curriculums, assessment and all other wrap and support services so children and families receive the full Head Start program. These children will also be eligible for the City summer learning program. This collaboration maximizes community resources and frees up Child Inc centers for mostly three year olds as recommended by the local School Readiness Action Plan and indicated by our community assessment. Child Inc also has formal service agreements with area Early Childhood Intervention programs and special education departments at area ISDs.



10. Project Activities

The after school program will provide enrichment, recreation and snacks in a safe and highly supervised environment in selected Child Inc centers for Head Start children of working parents. The summer program will operate for eight weeks at selected Child Inc NAEYC accredited sites with service hours between 7:30am to 5:30 pm. The program will meet Head Start quality standards including and 10 to teacher/child ratio. Summer is the time to be creative, explore new worlds, develop new skills. Through independent exploration, structured activities, and hands-on learning, children develop a variety of skills and knowledge in areas like early literacy, mathematics, science, and social skills. Classroom enrichment activities include but are not limited to: Healthy Habits/Healthily Minds, the Outdoor Classroom, Bits and Bytes (Computers), Flip Flip Hooray!, and Green Thumbkins (Gardening)

A typical daily schedule for the summer program is included in the attachments for reference.

11. Homeless Prevention/Interventions Services

Children whose families are homeless are automatically eligible for Head Start for the entire program year regardless of any family status changes that may occur during the program year.

D. Performance Measures

1. Output Measures

As related to this application, the outputs to be calculated include:

The number of unduplicated children served in after school care: 150 per year, 400 over 3 years,

The number of unduplicated children in summer care: 300 per year, 700 over 3 years.

If more than 150 receive after school care, summer enrollment may have to be adjusted. If less than 150 receive after school care, summer enrollment may have to be adjusted up. Permission will be sought from the City should adjustments be required. For our Head Start program as a



whole (outside this application), outputs based on current funded enrollment numbers include the following:

- unduplicated # of children in Child Inc centers: 659 per year, 1543 over 3 years,
- unduplicated # of children in ISD/Head Start PreK: 816/yr, 1910 over 3 years,
- unduplicated # of children in Home-Base: 348 per year, 814 over 3 years.
- unduplicated # of parents that will complete family action plans: 1823/yr, 4,267 over 3 yrs.
- The totals are 1823/yr and 4267 over 3 yrs assuming one-third of all children participate for 2 years. We are striving to increase the number of children who participate for two years.

2. Outcome Measures

For the purposes of this proposal, specific outcome measures may include the following:

- Parent satisfaction with after school care: 90% minimum,
- Parent satisfaction with summer care: 90% minimum,
- Post Test Year End Assessment to Determine Child Retention in Summer: 90% minimum.
- Individuals who maintain or increase income due to the availability of after school and/or summer care for Head Start children: 90% minimum.

For our Head Start program as a whole (*outside this application*), we project the following outcomes:

- Number of Child Inc centers that meet quality standards (accreditation/certification): 90%
- Percent of children who progress to the next developmental or academic level based on percent of increase in children's aggregate assessment scores across all domains from the beginning of the year by 30% or more: 70% minimum.



E. Service Coordination

1. Coordination with Other Agencies

Coordination with EAC also provides an established source of CCS income that covers the majority of program expense. This arrangement provides the efficiency needed to provide after school care for working Head Start parents at minimal cost to Child Inc, the City, EAC and parents. Child Inc also has a working practice of maintaining consistent involvement with a wide-variety of long-standing community resources and partnerships, including children and adult service providers in mental and physical health. We have ongoing working collaborative relationships with numerous Travis County organizations and non-profit agencies such as: Austin Independent School District, Manor ISD, Pflugerville ISD, Del Valle ISD, Safe Place, Any Baby Can, Early Childhood Intervention Services, Austin Child Guidance Center, Easter Seals Central Texas, Connect Care, Travis County Health & Human Services Commission, and Travis County Integral Care. Overall, Child Inc considers collaboration and community partnerships to be largely at the core of our practice and success in working with parents as they increase their knowledge and self-direction in meeting their children's needs on a long-term basis.

2. Coordination for Comprehensiveness

The addition of Head Start services to public PreK classrooms provides two teachers per classroom (10-1 child/teacher ratio), wrap around health and other support services for the child, social services/case management for the family and parent education. Ordinary PreK provides one teacher per 18 to 22 students and none of the other services listed.

Families entering schools selected for their high concentration of Head Start eligible families are recruited to be in collaborative classrooms. These schools are selected jointly by Child Inc and the respective school district. Referrals to outside resources for enrolled children can be



requested by parents or initiated by teachers or other agency staff. Referrals for parents and other family members can be initiated by parents, family advocates or other agency staff. All referrals are documented and mandatory follow-ups must be documented.

3. Memoranda of Understanding

Child Inc has MOUs with four area school districts, their special education departments, ECI providers and Extend a Care. Examples of these are included in the attachments.

4. Connection to Mainstream Resources

Information collected at intake includes documentation regarding public assistance, health insurance, food stamps, and WIC. Because current immunizations are required for enrollment, referrals for health services can be made at that time; as well as referrals for other needs that may be expressed or be apparent. The Child Inc encourages all families complete a family needs assessment to develop a family action plan within the first three months of enrollment. The assessment further identifies resources the family is receiving or is eligible for. Family Advocates help families connect to the mainstream resources (benefits, employment, and community-based services) needed to sustain housing and achieve stability. They improve linkages to local mainstream systems to help families gain access to these resources more quickly.

5. Additional Services

The application to the City is specifically for after school and summer care for Head Start children of working parents. To support this request, this proposal has described the comprehensive range of Head Start services to children and their families. These services have been detailed above.

6. Homelessness Prevention/Intervention- Referrals are made on an as needed basis.



F. Community Planning Activities

Child Inc is an active participant in United Way's Success by Six initiatives and School Readiness Action Plan. Our executive director is a member of the City's Early Childhood Council. Child Inc is a member of One Voice Central Texas, the Austin Chapter of NAEYC and numerous state and national planning and advocacy groups. Various professional within our staff are members of professional organizations related to their specific areas of expertise and management.

G. Evaluation Factors

1. Contracts Over Past 5 Years

Over the past 5 years Child Inc has received continuous funding from the City, Travis County, and the federal Office of Head Start. City CDBG funding has supported Early Head Start center slots for income eligible City residents, and the County has provided funding for specific salaries in order to support overall Head Start programming. For two of the five years the City provided general revenue funding to support the total Head Start program. Last year and this year the City has provided funding for after school and summer care primarily for Head Start children of working parents. CDBG and Travis County funding are used to help generate the 20% local match required to access 80% federal funding for our Head Start program.

Identification information for these contracts is as follows:

- 1) Austin Finance Corp CDBG: Ed Blake, Contract Compliance Specialist – 512.974.3108
- 2) Travis County: Ladonna Brazell, Contract Specialist – 512.854.5290
- 3) City of Austin: Ron Hubbard, Early Childhood Coordinator – 512.972.5028
- 4) Head Start Regional Office: Tatia Long, Program Specialist – 214.767.8810

Travis County Monitoring Report is included in the attachments for reference.

2. Experience with Target Population



Child Inc has provided Head Start services to the target population of poverty-level pre-school children and their families in Austin and Travis County since 1972. We have been the sole Head Start grantee for this community.

3. Experience with Similar or Identical Services

The only significant changes in the last 5 years is the program design change implemented last year that reduced center hours from 10 to 6 hours per day and elimination of the summer Head Start program. This allows non-working income eligible parents to enroll their child in a Head Start center. However; this created barriers for working parents who need the extended day during the school year and during the summer in order to continue work and have care for their child. These are the two programs the City is currently funding and the basis for this application.

H. Data Management/Program Evaluation

1. Successes and Challenges

Child Inc utilizes Child Plus, a Head Start professional management system. Our policies include stringent client intake, data management, security, reporting and maintenance.

2. Use of Data

Child Inc is a data-driven agency that uses data from various sources for various purposes. Data from our community assessment that is updated annually is used to determine where the target population resides and where services should be located, service hours, program models, parental needs, and priorities for enrollment. Our aggregate child assessment is used to measure program progress/success and learning domains that need emphasis. Our Class assessments measure teacher performance and teacher training/mentoring needs. Our annual self-assessment utilizes all available data and information to evaluate all areas of programming and administration, identify areas needing improvement, and develop corrective action plans. The



self-assessment must be approved by our policy council and board be submitted to our Regional Head Start Office.

3 .Data from Collaborations/Cooperatives

Collaborating ISDs provide daily attendance, home visit records, and child assessments three times a year for our aggregate assessment analysis. Wrap around services are reported by family advocates assigned to participating elementary schools.

EAC submits monthly invoices for Head Start children served in our centers which identify the children served, the number of days of attendance and the individual parent fee. Invoices are the basis for our City billing. At the end of the school year, EAC will have parents submit parent satisfaction forms to Child Inc for evaluation.

4. Homeless Services-----N/A

I. Staffing Pan

1. Staffing

Child Inc employs 250 staff, not including ISD teachers and teacher aids in our collaborative programming. Classroom staffing ratios are determined by Head Start based on the ages of children in the classroom as follows: Home Visitors serve a maximum caseload of 12 families as dictated by federal requirements. Head Start mandated staffing ratios and teacher qualifications are by far the highest quality of any publicly funded early education program. An organization chart is included in the attachments to show the lines of authority and supervision. Staffing for this proposal and Organizational Chart is included.

2. Program Staff Positions

After school care is provided by contract with Extend a Care who staffs to meet licensing requirements.



3. Job Descriptions

The key job descriptions for the summer program are for teachers and teacher aids and are included in the attachments. Management and administrative staff are 12 month positions funded through Head Start and other sources and are not part of this funding request.

PART II - Cost Effectiveness –

By leveraging financial support from multiple sources, Child Inc can provide after school and summer enrichment services to children of working parents both efficiently and effectively.

After school care utilizes support from Child Inc, Extend a Care and WorkSource to the degree that the estimated City share is only \$3.74 per child per day. The summer program utilizes Child Inc fixed year round funding that covers all overhead and most other expenses other than direct expenses for children in care. The City share for full-day high quality developmental programming is estimated at \$39.58 per child per day; less than \$4 per hour.

a. Budget – Attached

b. Fundraising – In accordance with Head Start performance Standard 1301.32, allowable costs for developing and administering a Head Start program may not exceed 15 percent of the total approved costs of the program.

Child Inc 990 Percentage:

- Fundraising = 0 %
- Administrative = 13 %

Part III –Local Business Presence

Child Inc is a registered 501 c 3 organization in good standing, headquartered and operating in Austin, Texas since 1972. Form in Attachments.

Part IV. Bonus

1. Additional Self-Sufficiency Goals and Life Continuum Categories

Additional Goals – Transition out of Poverty

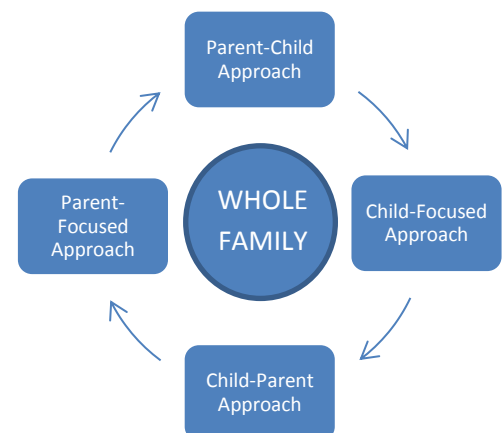
Parents’ level of educational attainment is the best predictor of economic mobility for their children.”

A. Self – Sufficiency Goals

Head Start was created as a War on Poverty Program in the mid-60s with its ultimate goal being the reduction of poverty by creating the support necessary for low-income children to be successful in life by first being successful in school. Along with services to children, it was recognized that parents needed support to create the necessary environment for the child. These philosophies are still incorporated in Head Start today. The need to provide after school and summer care for working parent’s children so parents can continue employment, school or training supports Transition Out of Poverty. In addition to providing Safety Net/Infrastructure, Head Start ensures that every enrolled child’s basic needs are met in terms of nutrition, health and behavioral health in addition to early learning. Parents and other family members are linked to needed community resources through social service and case management support.

Striving to Break the Cycle of Poverty
with Quality Early Education

Child Inc’s two generational approach focuses on
creating opportunities for learning *and* growing for





both the parent and child – independently of one another and together.

- *Parent-Child Approach.* Builds a bond with the parent and child providing opportunities for simultaneous learning in and out of the classroom. The approach builds on engagement and modeling. Parents are encouraged to visit the classroom, volunteer, attend regular parent meetings, participate in home visits, and join in agency governance and policy development. In optimal home learning environments, parents develop strong bonds with their children, engage in educational activities with them, and provide books and other learning materials.^{vi}
- *Child-Parent Approach.* Introducing children to books and reading fosters their ability to learn more easily in formal school settings.^{vii} Quality developmental care builds a sense of confidence in child, a sense of curiosity, persistence and self-control. At the same time, the child must be able to communicate clearly and must be able to engage with others while balancing her own needs with those of others in the family. Child success also builds on the strength and resilience of families, bolstering the aspirations parents have for their children.
- *Parent Focused Approach.* Removing stressing from the home enables parents to focusing on parenting. Providing training and resources to education that includes skill development linked to jobs with opportunities for advancement is key home stability. Parental engagement supports include referrals for housing, transportation, financial education and asset-building, tax credits, child care subsidies, student financial aid, health insurance, and food assistance. They provide an important safety net for families as they work to build the skills that lead to better jobs and longer-term financial



stability. This manifests itself as peer support; contact with family, friends, and neighbors; participation in community and faith based organizations; school and workplace contacts; leadership and empowerment programs; use of case managers or career coaches; and other social networks and learning communities. Such support is a powerful success factor in programs that help move families beyond poverty into self-sufficiency.

- *Child Focused Approach.* High quality, intensive early childhood services to three- to five-year-olds to include health and social welfare services as well as traditional cognitive and social services for children. The extensive body of developmental research suggests that school readiness is a key foundational element and indicator of later life success.

B. Leveraging

Child Inc is required to provide 20% non-federal funding to match 80% federal Head Start funding. One local dollar generates four federal dollars. The City has historically been a major provider of local match although City funding is not a federal requirement.

Efficiency: Although not a collaboration as defined by this RFS, the Child Inc/EAC partnership to provide after school care is highly efficient, non-duplicative and fruitful in terms of bringing other resources to the table (WorkSource).

C. Healthy Service Environment

The following documents are included in the attachments:

- | | |
|---|----------------------------|
| ✓ Drug Free Workplace Notification | ✓ Breast Feeding Policy |
| ✓ Smoke Free Workplace Notification | ✓ Employee Wellness Policy |
| ✓ Work Place Violence Prevention Notification | |



A Mother-Friendly Workplace policy statement for employees is currently in draft form. It is being finalized for presentation to the board of directors.

AUTHORIZED NEGOTIATOR FOR CHILD INC

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ATTACHMENTS:

- A. Organizational Chart
- B. Travis County Monitoring Report
- C. Examples of Memorandum of Understanding
- D. Key Job Descriptions
- E. Sample Schedule for Full Day Summer Learning Program
- F. Healthy Environment Policies

FORMS:

Section 0605 – Local Business Presence Identification

Section 0640 – Program Performance Measures & Goals

Section 0645 – Program Staff Positions & Time

Section 0650 – Program Budget & Narrative includes Cost Per Child



REFERENCES & SOURCES:

ⁱ Promoting Effective Early Learning: What Every Policymaker and Educator Should Know. (2007). New York, NY: National Center for Children in Poverty.

ⁱⁱ Focus on Children in Travis County- american community survey 3–year estimates

ⁱⁱⁱ Focus on Children in Travis County- american community survey 3–year estimates

^{iv} Early Learning: Frequently Asked Questions/U.S. Department of Education, <http://www.ed.gov/budget14/faqs.early-learning>; Summer Learning Loss: The Problem and Some Solutions, <http://crlc.illinois.edu/eecearchive/digest/2003/cooper03.html>;

Impact Report: Summer Literacy Collaborative, Massachusetts, Department of Early Education and Care,

<http://staff.supportunitedway.org>

^v Hertz, T. (2006). Understanding Mobility in America. Center for American Progress. Available at: http://www.americanprogress.org/kf/hertz_mobility_analysis.pdf.

^{vi} Zero to Three. Getting Ready for School Begins At Birth; 2011. Available at: <http://www.zerotothree.org/child-development/social-emotional-development/gettingreadyforschoolbeginsatbirth.pdf>. Accessed on March 20, 2012.

^{vii} Raikes H, Pan BA, Luze G, Tamis-LeMonda ST, Brooks-Gunn J, Constantine J, et al. Mother-child book reading in low-income families: Correlates and outcomes during the first three years of life. Child Development.