



Amendment No. 3  
to  
Contract No. MA 9100 NA170000079  
for  
Hispanic Community-based Diabetes Self-Management Education  
between  
El Buen Samaritano  
and the  
City of Austin

1.0 The total contract amount is increased by \$3,000.00. The total Contract authorization is recapped below:

Term	Additional Contract Funding Amount for the Term	Total Contract Amount
Basic Term: 02/13/2017-09/30/17	\$22,000.00	\$22,000.00
Amendment No. 1: Option 1 10/01/17 - 09/30/18	\$25,000.00	\$47,000.00
Amendment No. 2: Option 2 10/01/18- 09/30/19	\$22,000.00	\$69,000.00
Amendment No. 3: Administrative Increase	\$3,000.00	\$72,000.00

2.0 MBE/WBE goals were not established for this contract.

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

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

Printed Name: Robert Steele  
Authorized Representative

11/25/2018

El Buen Samaritano  
7000 Woodhue Drive  
Austin, TX 78745

Signature & Date:

John Hibun, Contract Mgmt Specialist IV  
City of Austin  
Purchasing Office



Amendment No. 2  
of  
Contract No. NA170000079  
for  
Hispanic Community-based Diabetes Self-Management Education  
between  
El Buen Samaritano  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above mentioned contract. Effective October 1, 2018 to September 30, 2019, three options remain.
- 2.0 The total contract amount is increased by \$22,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/13/2017 – 09/30/17	\$22,000.00	\$22,000.00
Amendment No. 1: Option 1 10/01/17 – 09/30/18	\$25,000.00	\$47,000.00
Amendment No. 2: Option 2 10/01/18 – 09/30/19	\$22,000.00	\$69,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

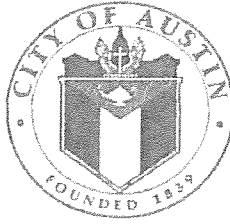
BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: Iliana Gilman 09/26/2018

Printed Name: Iliana Gilman  
Authorized Representative

El Buen Samaritano  
7000 Woodhue Drive  
Austin, TX 78745

Signature and Date: C. Reyes 9-27-18  
Cindy Reyes, Contract Management Specialist III  
City of Austin  
Purchasing Office



Amendment No. 1  
of  
Contract No. NA170000079  
for  
Hispanic Community-based Diabetes Self-Management Education  
between  
El Buen Samaritano  
and the  
City of Austin

1.0 The City hereby:

1.1 Exercises the extension option for the above mentioned contract. Effective October 1, 2017 to September 30, 2018, four options remain.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/13/2017 – 09/30/17	\$22,000.00	\$22,000.00
Amendment No. 1: Option 1 10/01/17 – 09/30/18	\$25,000.00	\$47,000.00

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

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

5.0 All other terms and conditions remain the same.

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

Signature and Date:

Printed Name: Ilidana Gilman  
Authorized Representative

El Buen Samaritano  
7000 Woodhue Drive  
Austin, TX 78704

Signature and Date:

Marty James 10-5-2017  
Marty James, Procurement Specialist II  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
El Buen Samaritano (“Contractor”)  
for  
Hispanic Community-based Diabetes Self-Management Education  
NA170000079**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between El Buen Samaritano having offices at 7000 Woodhue Drive, Austin, TX 78704 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP MHJ0111.

**1.1 This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City’s Solicitation, Request for Proposals, MHJ0111 including all documents incorporated by reference

1.1.3 El Buen Samaritano Offer, dated 11/22/2016, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications

**1.3 Term of Contract.** The Contract will be in effect for an initial term of the contract award date through September 30, 2017 and may be extended thereafter for up to five (5) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$22,000.00 for the initial Contract term and \$22,000.00 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.



- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**El Buen Samaritano**

Iliana Gilman

Printed Name of Authorized Person

Iliana Gilman  
Signature  
CEO

Title:

2/13/17

Date:

**CITY OF AUSTIN**

Marty James

Printed Name of Authorized Person

[Signature]  
Signature

Buyer II

Title:

02-13-17

Date:



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** MHJ0111

**DATE ISSUED:** 11/21/2016

**COMMODITY CODE:** 95243, 91878

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

Primary Contact:

Marty James

Buyer II

**Phone:** (512) 974-3164

**E-Mail:** [Marty.James@austintexas.gov](mailto:Marty.James@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:**

Hispanic Community-based Diabetes Self-Management Education

**PROPOSAL DUE PRIOR TO:** 12/08/2016 2:00 PM (CT)

**PROPOSAL CLOSING TIME AND DATE:** 12/08/2016 2:15 PM (CT)

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the  
names of respondents will be read aloud**

For information on how to attend the Solicitation Closing online, please  
select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as  
shown below:**

<b>Address for US Mail (Only)</b>	<b>Address for Fedex, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MHJ0111	Purchasing Office-Response Enclosed for Solicitation # MHJ0111
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the  
responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the  
time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving  
on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL AND 3 ELECTRONIC COPIES OF YOUR RESPONSE**  
(Electronic copies should be a single scanned file of the original proposal on a USB 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	7
0500	SCOPE OF WORK	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	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
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

**\* 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 the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](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 8<sup>th</sup> 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.**

#### **INTERESTED PARTIES DISCLOSURE**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)



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: El Buen Samaritano

Company Address: 7000 Woodhue Drive

City, State, Zip: Austin, TX 78704

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Iliana Gilman

Title: CEO

Signature of Officer or Authorized Representative: 

Date: 11.22.16

Email Address: igilman@elbuen.org

Phone Number: 512-439-7000

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

**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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. 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 (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	El Buen Samaritano	
Physical Address	7000 Woodhue Drive, Austin TX, 78745	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A	
Physical Address	N/A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A	
Physical Address	N/A	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**Responding Company Name El Buen Samaritano

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Volunteer Health Clinic  
Name and Title of Contact Sylvia Nunez  
Project Name DEEP Classes  
Present Address 4215 Medical Parkway  
City, State, Zip Code Austin, TX 78756  
Telephone Number ( 512 ) 459-6002 Fax Number ( )  
Email Address \_\_\_\_\_
  
2. Company's Name Salem Lutheran Church  
Name and Title of Contact Mellie De La Rosa  
Project Name DEEP  
Present Address 9322 FM812  
City, State, Zip Code Austin, TX 78719  
Telephone Number ( 512 ) 243-1290 Fax Number ( )  
Email Address \_\_\_\_\_
  
3. Company's Name Blue Cross Blue Shield  
Name and Title of Contact Sonia Boyd  
Project Name DEEP  
Present Address 9442 Captial of TX Hwy Suite 500, Arboretum Plaza II  
City, State, Zip Code Austin, TX 78759  
Telephone Number ( 956 ) 533-9992 Fax Number ( )  
Email Address \_\_\_\_\_

**Section 0835: Non-Resident Bidder Provisions**

Company Name El Buen Samaritano

- 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 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER: RFP MJH0107

PROJECT NAME: Community-based Diabetes Self-Management Education

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall 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 or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

El Buen Samaritano

Company Name

Iliana Gilman, CEO

Name and Title of Authorized Representative (Print or Type)

*Iliana Gilman*

Signature

Date

11.22.16

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
(Please duplicate as needed)

SOLICITATION NUMBER: RFP MJH0107

PROJECT NAME: Community-based Diabetes Self-Management Education

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	El Buen Samaritano		
Address	7000 Woodhue Drive		
City, State Zip	Austin, TX 78745		
Phone Number	512-439-7000	Fax Number	
Name of Contact Person	Iliana Gilman		
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

**Name and Title of Authorized Representative (Print or Type)**

**Signature**

**Date**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor / Sub-Consultant</b>	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

## HIPAA Business Associate Agreement

This Agreement is made and entered into between the City of Austin ("City") and the person or entity identified in the signature block below (the "Business Associate"), and is made with reference to the following facts:

- i. *{Explain procurement and applicability of Agreement};*
- ii. The Program is subject to the privacy and other requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- iii. Under the HIPAA Rules (defined below), the City is required to enter into a written agreement with the Business Associate under the terms and conditions provided below; and
- iv. The parties wish to enter into this Agreement in order to comply with the HIPAA Rules (defined below), and to safeguard Protected Health Information (defined below) appropriately.

Therefore, in consideration of their mutual undertakings set out in this Agreement, and for other good and valuable consideration, the parties agree to the following:

**1. Definitions.** As used in this Agreement:

- A. **"HIPAA Rules"** and/or **"HIPAA"** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.
- B. **"Individually Identifiable Health Information"** shall mean information collected from an individual, including demographic information, that:
  - i. Is created or received by the City and provided to the Business Associate; and
  - ii. Relates to: (a) the past, present, or future physical or mental health or condition of an individual; (b) the provision of healthcare to an individual; or (c) the past, present, or future payment for the provision of healthcare to an individual; and
  - iii. Which identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- C. **"Protected Health Information"** shall mean Individually Identifiable Health Information that is: (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.
- D. **"Agent"** and **"Subcontractor"** shall mean a third party who is not an employee in the workforce of the Business Associate and who receives Protected Health Information from the Business Associate for purposes of carrying out any part of the Business Associate's responsibilities under its services agreement with the City.
- E. **"Business Associate"** shall have the same meaning as the term "business associate" set out at 45 CFR Part 160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate.

- ii. Reasonable assurances from such Agent, Subcontractor or other third party that Personal Health Information will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such Agent, Subcontractor or other third party; and
- iii. An agreement from such Agent, Subcontractor or other third party to immediately notify the Business Associate of any breaches of the confidentiality of Personal Health Information, to the extent it has obtained knowledge of such breach.

#### **4. Safeguards for Protected Health Information.**

- A. The Business Associate shall implement appropriate safeguards to prevent use or disclosure of Personal Health Information other than as permitted by this Agreement. The Business Associate shall provide the City with information concerning such safeguards as the City may from time to time request. Upon reasonable request, the Business Associate shall give the City access for inspection and copying to the Business Associate's facilities used for the maintenance and processing of Personal Health Information, and to its books, records, practices, policies, and procedures concerning the use and disclosure of Personal Health Information.
- B. The Business Associate and any Agent or Subcontractor shall comply with the minimum necessary requirements set forth in the HIPAA Rules when using or disclosing Personal Health Information. The Business Associate also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of Personal Health Information by the Business Associate in violation of the requirements of this Agreement. The Business Associate shall make its internal practices, books, records, including policies and procedures, related to the use and disclosures of protected health information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
- C. The Business Associate shall maintain a record of all Personal Health Information disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the Personal Health Information, a brief description of the Personal Health Information disclosed, and the purposes of the disclosures.
- D. The Business Associate shall comply with all written directions from the City concerning:
  - (i) any special limitations on the use or disclosure of Protected Health Information beyond the requirements of the HIPAA Rules;
  - (ii) any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information that may affect the Business Associate's use or disclosure of such information; and
  - (iii) any restriction on the use or disclosure of Protected Health Information that the City has agreed to that may affect the Business Associate's use or disclosure of such information.
- E. Within ten (10) calendar days of notice by the City to the Business Associate that the City has received a request for an accounting of disclosures of Personal Health Information regarding an individual, the Business Associate shall make available to the City such information as is in the Business Associate's possession and is required for the City to make the accounting.

- C. Except as provided in paragraph D, below, upon termination of this Agreement, the Business Associate shall return or destroy all Personal Health Information received from the City, or created or received by the Business Associate on behalf of the City. This provision shall also apply to Personal Health Information that is in the possession of Agents or Subcontractors of the Business Associate. The Business Associate shall retain no copies of the Personal Health Information.
- D. In the event that the Business Associate determines that returning or destroying the Personal Health Information is not feasible, the Business Associate shall provide to the City written notification of the conditions that make return or destruction infeasible. Upon agreement by the City that return or destruction of Personal Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to such Personal Health Information and limit further uses and disclosures of such Personal Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the Personal Health Information. The Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information.
- E. The Business Associate shall not use or disclosure the protected health information retained by the Business Associate other than for the purposes for which the protected health information was retained and subject to the same conditions set out in this Agreement which applied prior to Termination.
- F. Survival. The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

**6. Other Provisions.**

- A. **Indemnification.** The Business Associate shall indemnify and hold harmless the City from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, lawsuit or proceeding brought by a third party against the City and arising from or related to a breach or alleged breach by the Business Associate or the Business Associate's Agents or Subcontractors of the obligations referenced herein. The Business Associate's obligation to indemnify shall survive the expiration or termination of the Contract.
- B. **Remedies for Breach.** Without limiting the rights of the parties under paragraph 5, should the Business Associate breach any of its obligations under this Agreement, the City may at its option: (i) exercise its rights of access and inspection under paragraph 2, above; and/or (ii) report the breach to the Secretary of the United States Department of Health and Human Services.
- C. **Notices.** Any notice by a party required or provided for under this Agreement shall be effective upon delivery via regular or electronic mail to the other party at the following address:

To the City:

Debbie Del Valle  
\_\_\_\_\_

To the Business Associate:

\_\_\_\_\_  
\_\_\_\_\_

El Buen Samaritano Episcopal Mission  
City of Austin BID Response  
Solicitation Number: RFP MJH0111  
Hispanic Community-based Diabetes Self-Management Education

**ORIGINAL**

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City of Austin  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP 9100 MHJ0107

**Executive Summary:**

Diabetes affects 25.8 million people of all ages, 8.3% of the U.S. population (<http://www.austintexas.gov/departments/central-texas-diabetes-coalition>), and according to the Austin/Travis County RFP Scope of work, the analysis of Travis County data from the Behavioral Risk Factor Surveillance System (BFSS) shows the prevalence of self-reported diabetes among adults to be 8.1% for Travis County. Additionally, according to the American Diabetes Association, 1.4 million Americans are diagnosed with diabetes every year, and in 2012, 86 million Americans age 20 and older had prediabetes (<http://www.diabetes.org/diabetes-basics/statistics/>). Diabetes also affects Travis County, according to the Chronic Disease in Travis County Report of Disease Indicators, Diabetes is affecting an increasing number of Travis County residents and is the eighth leading cause of death in Travis County, and the fifth leading cause of death among Hispanics ([https://austintexas.gov/sites/default/files/files/Health/Chronic\\_Disease/Chronic\\_Disease\\_in\\_Travis\\_County\\_August\\_2016\\_Final.pdf](https://austintexas.gov/sites/default/files/files/Health/Chronic_Disease/Chronic_Disease_in_Travis_County_August_2016_Final.pdf)). The prevalence of diabetes in Travis County is lower than the rates throughout Texas but the gap is narrowing.

El Buen Samaritano Episcopal Mission is an outreach ministry of the Episcopal Diocese of Texas committed to helping Latino and other families in Central Texas lead healthy, productive and secure lives through high-quality and affordable healthcare, education and financial security services. El Buen is committed to helping Latino and other families in Central Texas lead healthy, productive and secure lives. We achieve this by providing culturally-competent direct services in education, financial literacy and healthcare to families on our campus, which is specifically located in a geographic area of South Austin (the five contiguous zip codes: 78745, 78744, 78704, 78741 and 78617) with a high concentration of the target audience. Our clients are primarily low-income first-generation immigrants or second-generation residents from Spanish-speaking countries of Central and South America and the Caribbean. Many are working but face language and health barriers. El Buen provides services for all age groups, but primarily infants, women and children.

With nearly 30 years' experience, El Buen has helped hundreds of thousands of families and individuals in need realize their potential to make lasting changes in their lives. Each year, more than 6,500 individuals come to our clinic.

El Buen's onsite healthcare clinic, the Wallace Mallory Clinic, currently reports that 15% of its clients are being treated for diabetes. Given this large percentages of clients who need specialty care from El Buen, programs such as Diabetes Empowerment Education Program (DEEP) are critical for El Buen clients in order for them to take charge of their health and to begin to live a healthier life. El Buen has begun the process of providing health education and promotion classes through the formation of its new Healthy



Literacy & Promotion department. Along with the Wallace Mallory Clinic, the Health Literacy and Promotion Department have been working closely together to develop a process that allows physicians to refer current clinic patients to the DEEP classes. El Buen has also identified the Volunteer Health Clinic as a site to provide DEEP classes, this allows for greater community outreach and increase in the number of individuals that are able to receive the DEEP education. El Buen has made specific efforts towards increasing the health literacy and knowledge of Travis County. This includes providing El Buen full-time *promotores* to provide peer-supported health education, which has been a successful program element over the past seven years. As well as, hiring a Health Literacy Manager and Dietician, that will help support the *promotores* in providing DEEP Classes.

El Buen forms leaders within the Latino community through its *promotores* Training Program. These *promotores* can reach groups within the community that are not served. Through the development of their leadership skills there is an enhanced ability for these trained individuals to teach others to speak out for themselves and to develop new skills that result in increased health, employability and family harmony. El Buen has housed one of the only *promotores* program in Central Texas until recently.

In 2016, an additional number of *promotores* have been recruited to begin additional training. El Buen proposes to continue its outreach to the Latino community through the *promotores* while providing DEEP classes on-site at El Buen as well as delivering classes off-site through partnerships with places such as the Volunteer Health Clinic which have high concentrations of Latino residents and a trusted relationship with El Buen.

With funding from the City of Austin, El Buen can provide DEEP through *promotores*. Based on El Buen's past experience with delivering this curriculum, each class would last at least 90 minutes and 42 participants will receive education per series.

City of Austin  
PURCHASING OFFICE  
SOLICITATION NUMBER: RFP 9100 MHJ0111

**TAB 2 – Business Organization**

**State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate and provide your non-profit organization status.**

Legal Name: El Buen Samaritano Episcopal Mission

El Buen Samaritano Episcopal Mission is located within Travis County and Austin and does not have any other sites. The address is 7000 Woodhue Drive, Austin TX 78745 in 2003.

El Buen Samaritano exists to empower and support Central Texas families in need with a particular focus on the Latino Community. El Buen is committed to helping Latino and other families in central Texas lead healthy, productive and secure lives through high-quality and affordable healthcare, education and economic stability services.

Opening in 1987, our initial services included a soup kitchen, clothing closet, food pantry, and literacy classes. In 2003, we expanded our services and moved to an 11-acre campus in south central Austin to establish an on-site health clinic, education services facility, and community services center. Our geographic proximity to a high concentration of our target audience encourages comprehensive, integrated participation, and therefore greater overall effectiveness.

El Buen is an outreach ministry of the Episcopal Diocese of Texas committed to helping Latino and other families in Central Texas lead healthy, productive and secure lives through high-quality and affordable healthcare, education and financial security services. El Buen is committed to helping Latino and other families in Central Texas lead healthy, productive and secure lives. We achieve this by providing culturally-competent direct services in education, financial literacy and healthcare to families on our campus, which is specifically located in a geographic area of South Austin (the five contiguous zip codes: 78745, 78744, 78704, 78741 and 78617) with a high concentration of the target audience. Our clients are primarily low-income first-generation immigrants or second-generation residents from Spanish-speaking countries of Central and South America and the Caribbean. Many are working but face language and health barriers. El Buen provides services for all age groups, but primarily infants, women and children. These services include:

(1) Education Services include English as a Second Language, Adult Basic Education in Spanish, Financial Literacy, Computer Skills, and youth programs that include afternoon and evening tutoring, as well as a summer camp.

(2) In 2016, El Buen developed the Health Literacy and Promotion Department. Healthy Literacy and Promotion Services include health screenings for blood pressure, cholesterol, and diabetes; Health Promotion and Nutrition Classes; Prenatal Health Education; teen pregnancy prevention. The newly developed Health Literacy and Promotion Department works in conjunction Family Literacy, Human Services and the Wallace Mallory Clinic to ensure that clients are receiving care that encompasses all aspects of their lives.

(3) Human Services include Integrated Behavioral Healthcare; client advocacy; referrals for social and medical services; patient navigation for those dealing with the complexities of the health care system in regards to cancer prevention and treatment; and an emergency food pantry for families experiencing temporary hardship. Human Services ensures that families have access to resources to maintain emotional and physical well-being. In 2011, EBS implemented its Integrated Behavioral Health Program.

(4) The Wallace Mallory Clinic, a patient-centered health care facility and primary medical home for the uninsured, includes general and internal medicine; pediatrics; gynecology and obstetrics; immunizations; family planning; sexual health services; and breast and cervical cancer services. The Clinic is preparing for accreditation as a Patient Centered Medical Home, a status that affirms our approach to care delivery that is comprehensive, team-based and focused on the full range of each patient's needs.

With almost thirty years' experience, El Buen has helped hundreds of thousands of families and individuals in need realize their potential to make lasting changes in their lives.

**Describe the organizational structure; provide a list of your board of directors, officers, and Committees. Include an organizational chart, if applicable, in the Appendix.**

Board of Directors

NAME	OCCUPATION/TITLE	EPISCOPAL PARISH
The Rt. Rev. Dena Harrison – Chair	Bishop Suffragan, Episcopal Diocese of Texas	
Vickie Blumhagen—Executive Chair	Community volunteer, LMSW	St. Matthew's Episcopal Church
James Aldrete	Founder and owner, MAP Political Communication	
Carl D. Angel	Executive Director, Indigent Care Collaboration	
The Rev. William M. Bennett	Retired Episcopal priest	St. David's Episcopal Church
Julie de Wette, M.D.	Pediatrician, Austin Regional Clinic	St. Michael's Episcopal Church
Laurie Eiserloh	Attorney Assistant County Attorney, Travis County	St. David's Episcopal Church

Carole Gebhard	Accountant, Carole Gebhard & Assoc. PC	St. David's Episcopal Church
Juan Carlos Gonzalez, M.D.	Psychiatrist	
Charles Kline	Retired executive and operational leader in the oil and gas industry	St. Christopher's Episcopal Church
Laura Longoria	Firm Administrator, Korell and Frohlin, LLP	
Tom Manley	CEO, TMF Health Quality Institute	
Lucy Nazro	Retired head of school, educator	All Saints' Episcopal Church
The Rev. Merrill Wade	Rector, St. Matthew's Episcopal Church	St. Matthew's Episcopal Church
Amy Young, M.D.	Chair, Department of Women's Health, Dell Medical School at UT Austin	
Luis Zayas, Ph.D.	Dean, School of Social Work, University of Texas at Austin	

**Describe how human resources have been managed in the past five years, including turnover in key staff positions. Describe plans for operation of the project if there are unexpected vacancies in CHW positions**

El Buen has a dedicated Human Resources Manager as well as Board of Directors contacts in order to manage staff turnover and vacancies. In the past, El Buen has created and published a Human Resources manual which lays out specific steps on how positions are posted, interviews are conducted and offers made. At present, El Buen has a steady stream of interest of potential CHW to be trained by El Buen. With four active CHWs working for El Buen, as well as five additional CHWs who are planning to be trained by December 2016, one of which is a member of the Health Literacy and Promotion department and who would be assigned to work on this project. If there were vacancies among the CHWs who were assigned to this project, a CHW who is assigned to a different role would be used to fill in and complete the project.

**Tab 3 - 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.

Sandra S. Freitag  
Deputy Executive Director of Administration and Finance  
El Buen Samaritano Episcopal Mission  
7000 Woodhue Dr.  
Austin, TX 78745  
(512) 439-0747

**Tab 4 – System Concept and Solution**

**Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.**

El Buen understands the requirements and goals presented in the scope of work. Listed under “*Tab 5 – Work Plan A. Describe your solution for Specification 4.0 Contractor Responsibilities*”, you can find a detailed description of how we plan to complete the contractor responsibilities. El Buen will also meet the requirements related to budget, eligible respondents, contractor qualifications and responsibilities, and reporting.

El Buen is aware of the goals of the program:

- Increase the number of community health workers and community-based organizations in the Hispanic community that provide culturally appropriate diabetes self-management education.
  - El Buen has been fully committed to increasing the number of CHWs, currently we have 5 active CHWs, with another 5 individuals participating in the CHW program. For the past 3 years, El Buen has also hosted an onsite Spanish language CHW certification program, certifying to date approximately 18 new CHWs, and currently houses on of the only *promotores* programs in Central Texas.
- Increase the number of diabetes self-management education (DSME) classes offered by CHWs in Travis County in community locations.
  - El Buen currently planned for 8 different sessions offered in Travis County, including an onsite location at the Mallory Wallace Clinic, as well as the Volunteer Health Clinic located in the 78756 zip code, which has hosted DEEP classes for the last year. All sessions will be instructed by CHWs currently employed by El Buen, and DEEP certified.
- Increase the number of Spanish-speaking Hispanic individuals with type 2 diabetes who receive high quality DSME education by certified CHWs in Travis County.
  - El Buen is fully committed to offering all DEEP classes in Spanish. All CHW’s delivering the program are fully bilingual and have been trained on cultural competency and health literacy. El Buen will utilize its existing partnership with EMMIS radio and Univision to promote DEEP Classes to the Spanish-speaking community. The Community Outreach Coordinator and CHW’s will also promote classes during Ventinalla de Salud at the Mexican Consulate, as well as other community health fairs.
- Improve the quality of life for individuals who participate in the DSME classes through evaluation using a standardized diabetes-related quality of life measurement tool
  - El Buen is fully committed to improving the quality of life of Latino families in Central Texas. The CHWs will be utilizing the pre and post-test provided by the ATCHHSD’s DEEP material, as well as the Short-assessment for Health Literacy to measure the effectiveness and improvement of quality of life for the individuals participating in the program.

**Tab 5 – Work Plan**

**Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:**

**A. Describe your solution for Specification 4.0 Contractor Responsibilities**

El Buen will be very detailed and dedicated in our work to complete the required responsibilities of providing DSME DEEP classes to the Hispanic Community. El Buen will rely on their past experience, working in the Hispanic community for almost 30 years, providing 6 years of DEEP education classes, and be strategic in new Health Literacy education opportunities that will benefit the Hispanic community.

**Due to racial/ethnic disparities in diabetes prevalence and diabetes mortality in Travis County, the target population for this solicitation is Spanish-speaking Hispanic individuals over the age of 18 years with type 2 diabetes. In addition, the individuals reached should be medically indigent, or have Medicaid or be Medicaid eligible.**

El Buen is aware of the health disparities facing Travis County and the Hispanic Community. El Buen has over 30 years in experience in providing healthcare to the Hispanic population, and individuals who are medically indigent, uninsured, and/or Medicaid eligible.

**4.1 The Contractor shall deliver the following minimum level of services for the contract/grant requirements:**

El Buen will adhere to following the minimum level or services for the contract/grant, as well as continue to offer additional services such as exercise, food assistance, nutrition education, and other general health and wellness related educational classes.

**4.1.1. Maintain current Community Health Worker certification for all educators who will be delivering DSME. Documentation of current certification must be submitted to ATCHHSD.**

El Buen is dedicated to building the Community Health Worker program, with five active CHWs, and an onsite Spanish speaking CHW certification program. El Buen is determined to continue supporting the program and the CHW certification. Copies of staff certifications are attached in the Appendix.

**4.1.2. Maintain current DEEP Certification for all educators who will be delivering DSME. Documentation of current certification must be submitted to ATCHHSD.**

El Buen will maintain its current DEEP certification status. With three CHW's certified in the DEEP curriculum, the goal is to expand the DEEP certification to the other two CHWs on staff. Copies of staff certifications are attached in the Appendix.

**4.1.3. CHWs operating under ATCHHSD's DEEP License must use DEEP curriculum and related materials for ATCHHSD classes only.**

El Buen will follow the fidelity of the ATCHHSD DEEP license, curriculum, and program. The CHWs have 5 years of experience in delivering DEEP curriculum. Their experience and training will ensure that the program will be delivered consistently with fidelity.

**4.1.4. Projects focused on the Hispanic Community will deliver a minimum of 7 series of DSME classes. Projects will use the DEEP curriculum during the contract period through September 30, 2017.**

El Buen will deliver a minimum of 7 series of DSME classes through the Health Literacy and Promotion Department. Classes will be held onsite at El Buen in conjunction with the Family Literacy semesters, onsite at the Mallory Wallace Clinic and in partnership with the Volunteer Health Clinic to reach the Hispanic community outside the El Buen zip code.

**4.1.5. Contractor is responsible for all aspects and associated costs of DSME class coordination, site selection and securing site location, marketing, and screening of participants to determine eligibility, and delivery of education services.**

El Buen will be responsible for all aspects and associated costs of DSME class coordination, site selection and securing site location, marketing, and screening of participants to determine eligibility, and delivery of education services.

**4.1.6. Each series must consist of at least 6 classes delivered (one class per week for six weeks). All six classes should take place at the same day, time, and location for the entire six weeks of the series. Each class must be a minimum of 90 minutes long; Classes must utilize the 6 class session DEEP outline created by ATCHHSD and will be provided to contractor.**

El Buen will offer 8 series of Deep classes, consisting of 6 classes delivered, lasting 90 minutes. Classes will be onsite at El Buen and at the Volunteer Health Clinic. For a full detailed workplan see the *2a. Workplan Chart on page 29.*

**4.1.7. Contractors must make a good faith effort to have a minimum retention rate of 70%, meaning that a minimum of 70% of participants that start a class series complete the class series.**

El Buen will make every effort to achieve a 70% retention rate using effective marketing and class interactions to keep participants engaged and interested in attending classes.

**4.1.8. Classes taught in Spanish targeted towards the Hispanic community must first be approved by ATCHHSD staff. To avoid duplication, classes taught in Spanish are preferably in clinical settings. Currently, ATCHHSD is focusing in schools and community centers within the Hispanic Community.**

Classes will be taught in Spanish targeting the Hispanic Community. Onsite classes will be held in the El Buen Classrooms located in the education department in the A-building. Classes will also be held in the Mallory Wallace Clinic at the clinic conference room, and offsite at the Volunteer Health Clinic.

**4.1.9. Classes must be available at the times needed by participants, including evening classes and weekend classes as needed.**



El Buen will be offering classes in the morning (9-1030am), afternoon (1230-2pm), and evening (4-6pm) to reach as many participants as possible.

**4.1.10. Each class series must have a minimum of 6 participants living with type 2 diabetes. Caregivers of people living with type 2 diabetes are eligible to participate in the class however they will not be counted towards the 6 participant minimum. Projects focused in the Hispanic Community will reach a minimum of 42 participants with type 2 diabetes.**

El Buen will be receiving referrals from onsite providers and the VHC to target individuals living with type 2 diabetes, as well as those who may be at risk for developing type 2 diabetes, caring for others living with or at risk of type 2 diabetes, and others who may simply want to educate themselves on type 2 diabetes.

**4.1.11. Contractor must focus on reaching Medicaid and low income underinsured.**

El Buen will focus on reaching Medicaid and low income underinsured. El Buen has proven experience in supporting and providing care for the Latino Community, specifically those who are Medicaid eligible and low income underinsured.

**4.1.12. Class participants must utilize the evaluation forms created by ATCHHSD. At a minimum, classes will be evaluated using a standardized form at the first class (pretest) and the final class (posttest) of each series. Weekly satisfaction surveys and action plans will be completed by class participants. All participants must sign in at each class using a sign-in sheet.**

El Buen will train its CHWS delivering the DEEP program to deliver the pre and post-test correctly. As well as collect and evaluate the weekly satisfaction surveys, actions plan, and sign-in sheets. In partnership with the Data Analyst, the Health Literacy and Promotion department will also train all their staff on data collection.

**4.1.13. All CHWs providing DSME education must participate in monthly learning sessions with ATCHHSD staff for training, quality improvement, and data management purposes. The date and time of these monthly meetings will be selected upon contract award.**

El Buen will ensure that the CHWs and Health Literacy and Promotion manager are available to participate in the monthly learning sessions with ATCHHSD staff for training, quality improvement, and data management purposes

**4.1.14. Respondent must allow attendance by ATCHHSD staff at classes as needed in order to monitor program quality.**

El Buen will allow attendance by ATCHHSD staff at classes as needed in order to monitor program quality.

**4.1.15. All promotional materials for classes must contain language that the project is funded by the Austin/Travis County Health and Human Services Department 1115 Waiver Project.**

EL Buen will confirm that all promotional materials for classes must contain language that the project is funded by the Austin/Travis County Health and Human Services Department 1115 Waiver Project.

**B. Please specifically describe the experience the Contractor has in delivering services to the Spanish-speaking Hispanic community.**

Long-term success continues with almost thirty years' experience. Within the next three to five years, El Buen expects to help hundreds of thousands of families and individuals in need realize their potential to make lasting changes in their lives. Through an integrated approach to strengthening families via an onsite health clinic, language classes and emergency basic needs, El Buen is poised to provide the necessary tools to be agents of change for themselves and their families. Lives are transformed by building on family strengths to help individuals be successful and active members of an ever-changing society. Together with El Buen, participants in our programs and services are working to improve their education and health in order to also achieve economic stability for their families and communities.

**C. Please describe the organization's experience in delivering diabetes self-management education or experience with chronic disease prevention in the Hispanic Community.**

El Buen has successfully delivered the DEEP curriculum for the past five years to approximately 200 individuals both at El Buen and within the greater Austin community. In addition, El Buen has already successfully trained three CHWs to deliver the program, established a train-the-trainer method. In addition, since 1986, El Buen has delivered healthcare and has been a medical home to the Latino/Hispanic community. El Buen serves more than 6,500 individuals each year in our clinic.

**D. Please specifically state any experience with the Diabetes Empowerment Education Program (DEEP) curriculum.**

El Buen has successfully implemented and conducted DEEP education for the past five years. Through this successful implementation, El Buen has reached 200 Latino clients. In addition, El Buen's promotores (Community Health Workers) have been used in a variety of programs for over nine years. Through their participation at health fairs, churches, schools and non-profits as a key element in El Buen's outreach to the community, El Buen continues to supervise, train and manage these promotores each year. In the past, the Diabetes Program Coordinator Austin/Travis County Health and Human Services managed recruitment for El Buen's past diabetes education programs including venues and recruiting participants.

**E. Please describe the Contractor's plan for carrying out diabetes self-management education in the Hispanic community. At a minimum series of 7 DSME classes must be delivered between contract execution and September 30th, 2017. Each DSME series must utilize the DEEP curriculum and consist of at least classes, lasting at least 90 minutes in length.**

El Buen's primary clients are the adult patients of the Wallace Mallory Clinic who have a high risk of diabetes. Currently, 15% of the adult population at the clinic has diabetes. All services are provided in Spanish in a culturally-competent way to ensure retention and compliance.

The diabetes self-management education would include DEEP curriculum. Using El Buen's certified promotores to deliver the program along with El Buen's on-site registered dietician, and Health Literacy

and Promotion manager, El Buen is poised to be able to provide excellent services to the target population. The DEEP curriculum includes six modules for each series, and El Buen will hold classes that are 90 minutes long and include healthy nutrition classes as well. Because El Buen has a dedicated Healthy Literacy and Promotion department, many of the DEEP clients would be referred to additional services offered by El Buen, including nutritional cooking, exercise, general wellness and health education classes.

Since 2014, a larger number of promotores has been recruited to begin additional training. El Buen proposes to continue its outreach to the Latino community through the promotores while providing DEEP classes on-site at El Buen, as well as delivering classes off-site through partnerships with places such as the Volunteer Health Clinic which have high concentrations of Latino residents and a trusted relationship with El Buen.

**F. Please indicate how DSME classes will be provided in a culturally competent manner.**

The DSME classes will be provided in Spanish in a culturally-competent way to ensure retention and compliance. Since the introduction of the DSME classes at El Buen, they have been offered exclusively in Spanish. Our promotores are fully bilingual in English and Spanish, and have received cultural competence training, and they have extensive experience in working in the communities they serve.

**G. Please identify key partnerships with schools, faith-based agencies, community centers, clinics, and other agencies that you will work with to provide DSME classes. Please indicate the role each of these agencies will play (such as host site for classes, assistance in recruiting participants, etc.). Chart 2a should also be filled out to summarize Contractor's plan for delivery of the DSME classes.**

**2a. Workplan Chart**

Series Number	Proposed Dates	Proposed Time	Location of Series	Estimated number of people attending	New or Existing Partnership
1)	Mondays January 23 – March 3	9-1030am	El Buen Samaritano	10	Existing
2)	Thursdays January 23 – March 3	10-1130am	Volunteer Health Clinic	10	Existing
3)	Mondays March 20- April 28	9-10:30am	El Buen Samaritano	10	Existing
4)	Thursdays March 20 – April 28	10-1130am	Volunteer Health Clinic	10	Existing
5)	Tuesdays June 6- July 18	4:30-6pm	El Buen Samaritano	10	Existing
6)	Thursdays June 8- July 6	10-1130am	Volunteer Health Clinic	10	Existing

7)	Tuesdays Aug 29- October 3	4:30-6pm	El Buen Samaritano	10	Existing
8)	Thursdays August 31- October 5	10-1130am	Volunteer Health Clinic	10	Existing

### **Quality Improvement Plan**

**1. Please describe how Contractor will assure that DMSE classes are delivered with a high level of quality. Please indicate how CHWs will receive ongoing training, support. Please note: CHWs must receive a minimum of 2 hours of continuing education yearly on diabetes. Web-based training is allowed.**

With a dedicated Health Literacy and Promotion Manager who oversee all Healthy Literacy and Promotion programs, quality management is ongoing. El Buen's 2012-2017 Strategic Plan identified five key result areas: Community; People; Programs and Services; Finances and Facilities; Collaboration and Partnerships. Through examination of these areas, we have established 20 goals guiding us as we implement strategies to accomplish our goals within the next five years. These goals within our overall plan contribute to lasting and meaningful change with a focus on offering comprehensive resources enriching Latino families and the community at large by creating opportunities for exemplary healthcare, holistic well-being, educational excellence, and financial security.

El Buen conducts a Results-Based Accountability on all of its programs on an ongoing basis. This RBA process ensures compliance with grants and contracts as well as outcomes and metrics. Based on the findings of the RBA process, changes are made, programs are enhanced or modified and additional resources are allocated.

**2. Please describe any individuals who will not be teaching DSME education but whom are budgeted in this grant to supervise, manage, or provide direct quality assurance for the CHWs. Please indicate whether they are certified in DEEP, whether they are Certified Community Health Workers, or whether they have other certifications (RN, CDE, MD, etc.) which make them qualified to supervise and provide quality assurance for CHWs in the proposed project. Please include resumes for these individuals and job descriptions if available in the Appendix.**

David Bustamante, Health Literacy and Promotion Department Manager, will oversee and manage the program. David will provide management to the promotores. Juan Rosa, Community Outreach Coordinator, CHW, and Promotor, and Lucilla Hernandez, CHW and promotora. Samantha Prince, Registered and Licensed Dietitian will also assist in providing education when appropriate. At the present, El Buen has five active CHWs, two of which that will provide the DSME program to clients and by December of 2016, an additional CHWs will also be able to provide DSME.

David Bustamante has over 8 years of healthcare and health promotion experience, including project management, content development, and customer communications. David holds a Master's Degree in Wellness Management, and has served as a Health Educator and Learning Consultant before becoming

the Manager of Health Literacy and Promotion at El Buen in July 2016. David brings with him, 8 years of healthcare experience.

Samantha Prince is a Registered Dietitian Nutritionist and Licensed Dietitian. Sam's current role includes providing nutrition education and counseling to El Buen Samaritano clients. Samantha graduated from the University of Texas with a Bachelor of Science in Nutrition in 2013. She completed her dietetic internship through the Coordinated Program in Dietetics at UT, and received her certification in 2015. She has been working in nutrition for 4 years and specializes in diabetes management, weight loss and weight management, and general nutritional health. As part of the Health Literacy and Promotion Department, Samantha is involved in implementing her expertise through our curriculum and education programs to improve the overall wellness of El Buen clients.

**3. Please indicate how the Contractor will coordinate with other service providers in Travis County in order to avoid duplication of services. All CHWs budgeted in this proposal will be required to attend Monthly Learning Meetings coordinated by ATCHHSD.**

El Buen is well connected to other City of Austin/Travis County service providers. Indeed, prior to any new program or modification of programming, El Buen engages in a needs assessment and community asset mapping to ensure there is no duplication of service.

It is expected that initially all of the classes will take place at El Buen. El Buen will also continue its partnership with the Volunteer Health Clinic to continue to offer DEEP classes at their location.

**4. Please indicate how Contractor will screen potential participants for eligibility in the DEEP program. Eligibility requirements are: Age 18 years and above, and participant must self-report that he/she is living with type 2 diabetes.**

Recruits for this program will come via the onsite Wallace Mallory Health Clinic, and Family Literacy and Food Pantry clients, as well as outreach conducted through health fairs and events which are attended to by El Buen promotores. In addition, El Buen is implementing a coordinated care approach to all our programs. All new patients to the clinic will go through an intake process that includes assessment of their needs for diabetes care and management, as well as referral to DEEP when appropriate. Additionally, any existing patients who also meet the DEEP criteria will also be referred to the DEEP program. Our partner site at the Volunteer Health Clinic will also refer potential participants to the DEEP program.

**5. Please indicate how the Contractor will refer those participants without a medical home to appropriate health services or eligibility screening agencies.**

It is expected that most clients will have a medical home at the Wallace Mallory Health Clinic. Clients may also be referred through the case management system at El Buen to other Travis County clinics.

**6. Please indicate how Contractor will maintain quality control in the data management aspects of this project. This includes thorough and consistent administration the pre and post-tests and satisfaction**

**surveys. All original hard copies of evaluation forms collected from this project must be submitted to ATCHHSD on a monthly basis.**

The Health Literacy and Promotion Manager will coordinate all data gathering. The promotores and manager will also receive training from El Buen's Data Analyst to gather and report data related to frequency of class attendance and diabetes comprehensive improvement scores. The manager will also oversee the CHWs, the manager will be responsible for training the CHWs in pre- and post-testing.

**7. Please indicate how Contractor will maintain all personally identifiable health information (class lists, pre and post-tests, etc.) private and secure.**

All medical data will be HIPAA compliant and will be stored safely with the same requirements as other medical data. The Wallace Mallory Clinic currently stores medical data which meet all HIPAA standards

**Tab 6 – Prior Experience**

**Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2005. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.**

**A. Describe in detail experience to demonstrate minimum of five (5) years working in Austin, Texas to establish healthy communities.**

David Bustamante has over 8 years of experience in establishing and promoting healthy communities. As a Health Educator with Humana he has successfully provided over 5 years of health promotion and education classes nationwide, serving over 8 different U.S. city markets, including Austin. Currently, he manages the Health Literacy and Promotion department at El Buen.

Lucilla Hernandez, has over 10 years of Community Health worker experience. Her experience includes working at the National Center for Farmworker Health (NCFH) providing breast and cervical cancer education, and assisting in appointment scheduling for free mammograms and physical education. Lucilla is also DEEP certified, she has served as DEEP instructor for El Buen onsite and with the Volunteer Health Clinic. She also experience working as an Affordable Care Act navigator with the Latino Health Care Forum.

Juan Rosa has over 10 years professional working and community outreach experience. In 2010, Juan became a peer educator, and in 2016 he became a Community Health Worker. Juan has also volunteered with many community organizations such as the American Heart Association American Diabetes Association, National Heart, Lung, and Blood Institute. Juan received his Community Health Worker Instructor certification on April 2016 from The Texas Department of State Health Services. Additionally, Juan has served as a DEEP instructor for El Buen onsite and with the Volunteer Health Clinic.

**B. Describe in detail experience to demonstrate five (5) years' experience evaluating health education and promotion communication.**

David has over 5 years of experience evaluating health education and promotion communication. As a learning consultant and health educator David has reviewed, edited, and developed health promotion and disease management content for health educators to deliver to communities nationwide. He has also been assigned as a Data Analyst, creating reports to measure the effectiveness of health promotions class and deliver reports measuring the data of the programs.

**C. Describe in detail experience related to development of evaluation plans, reports, and/or peer reviewed articles of evaluation research. Provide examples.**

David Bustamante, manager of Health Literacy and Promotion has experience in evaluating and presenting research based curriculum to the community. David has used research from the Centers for

Disease Control and Prevention and the National Institutes of Health to evaluate and research peer reviewed articles.

Juan Rosa and Luz Hernandez have 5 years of experience in collecting data for the DEEP program offered through El Buen. As well as experience in research, evaluation, and review or peer articles through the CHW program.

**D. Please describe Contractor's experience in collaborating with other health and human services providers and organizations in Travis County. EBS partners in clinic and health education**

El Buen will partner with Mallory Wallace Clinic in working with physicians to refer patients to the DEEP program. El Buen will also partner with the Volunteer Health Clinic to provide classes at an alternate site and referrals from the Volunteer Health Clinic.



**Tab 7 – Personnel:**

Include names and qualifications of all professional personnel who will be assigned to this project, including whether the individual is fluent in the Spanish language if applicable. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

Personnel	Title	Qualifications	Primary Work Assigned	Time allotted
David Bustamante	Health Literacy and Promotion Manager	M.A. Wellness Management B.S. Human Resources and Marketing	Oversees and Manages all health literacy and promotion programs	5% of weekly time
Juan Rosa	Community Outreach Coordinator and Promotor	CHW CHWI DEEP Certified	Educator, Marketing, and Data Reporting	25% of his weekly time
Samantha Prince	Nutritionist	B.S. Nutrition Registered Dietitian Nutritionists Licensed Dietitian	Nutritional counseling and cooking classes	5% of weekly time
Lucilla Hernandez	Promotora	CHW CHWI DEEP Certified	Educator, Marketing and Data Reporting	25% of weekly time
Mireya Vargas	Promotora	CHW	Educator, Marketing, Data Reporting	15% of weekly time

**A. Please describe the individuals who will be conducting the DSME education and their qualifications including Spanish proficiency if applicable. If these individuals are trained in DEEP or Certified CHWs, please include copies of DEEP training certificates and DSHS CHW certification in this proposal in the Appendix. If these individuals are not certified yet but are in the process of getting certified, or if certification is planned during the first few months of this.**

Juan Rosa and Luz Hernandez both are CHW, CHWI and DEEP Certified, will be conducting DSME. Both Juan and Luz are fully bilingual in Spanish and English, and have been delivering DEEP classes for almost 2 years at El Buen and the Volunteer Health Clinic. *See Appendix for copies of certifications and resumes.*

**2b. Educator Qualifications Chart (Maximum 1 page) Please complete this chart for each individual who will be providing DSME education in this proposal. Please note, individuals teaching the DEEP curriculum must be Certified Community Health Workers.**

Name of Educator/Community Health Worker	Estimated Number hours/week budgeted to this proposal	Date of CHW certification	Other certifications or credentials held	Date of DEEP training	Agency providing DEEP training	Spanish Proficiency
Juan Rosa	6	October 2015	Community Health Worker  Community Health Worker Instructor	September 2015	EBS	100%
Lucilla Hernandez	6	September 2014	Community Health Worker  Community Health Worker Instructor	September 2015	EBS	100%
Samantha Prince	2		Registered and Licensed Dietician			100%

**Tab 8 - Price Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. In the proposal, provide a price chart similar to the one listed below. The prices listed in the table shall be inclusive of all fees, including travel, if required. No fees will be paid separately. Include a breakdown of each cost (administrative fees, hourly rates, etc.).

**Use of Funds:** Funds are awarded for the purpose specifically defined in the Solicitation and must not be used to supplant local, state, or federal funds. Funds may be used for personnel, fringe benefits, office supplies, staff travel, and other direct costs. Funds may be used for the following project-related expenses:

The proposed items below are for the proposed budget. For the CHWS/Promotores administering the program it will be 20% of their salary. The remainder of the budget will be used for staff travel, and program materials and supplies to support retention of clients as well as increase the education and learning experience.

Item	Proposed Budget
Salaries	\$12,872.33 (Juan and Luz @ 20%)
Fringe	\$3,861. 70
Program Food & Beverage (Cooking Demos)	\$1000
Education Materials & Supplies	\$2,000
Office Supplies	\$1,815.97
Travel / Gas Reimbursement	\$450
<b>Total</b>	<b>\$22,000</b>

Part IV – Appendix



**TEXAS DEPARTMENT OF STATE HEALTH SERVICES**

Be it known that

***Juan F. Rosa***

**Is hereby authorized and certified in the State of Texas  
as an Instructor of Promotores or Community Health Workers  
Competency Area(s): Communication, Interpersonal, Service Coordination,  
Capacity Building, Advocacy, Teaching, Organizational,  
and Knowledge Base on Specific Health Issues**

**And is hereby entitled to rights and privileges set forth by  
Texas Health and Safety Code, Chapter 48,  
25 Texas Administrative Code, Subsections 146.1-146.8  
rules regarding training and certification of Promotores or Community Health Workers.**

*Claudia Bustos*

Claudia Bustos  
Presiding Officer  
Promotor(a)/Community Health Worker  
Training and Certification Program Advisory Committee

*John Hellerstedt*

John Hellerstedt, M.D.  
Commissioner  
Texas Department of State Health Services

Certificate Number: 388

Expiration Date: 5/31/2018



**TEXAS DEPARTMENT OF STATE HEALTH SERVICES**

Be it known that

*Juan F. Rosa*

**Is hereby authorized and certified in the State of Texas  
as a Promotor(a) or Community Health Worker**

**And is hereby entitled to rights and privileges set forth by  
Texas Health and Safety Code, Chapter 48,  
25 Texas Administrative Code, Subsections 146.1-146.8  
rules regarding training and certification of Promotores or Community Health Workers.**

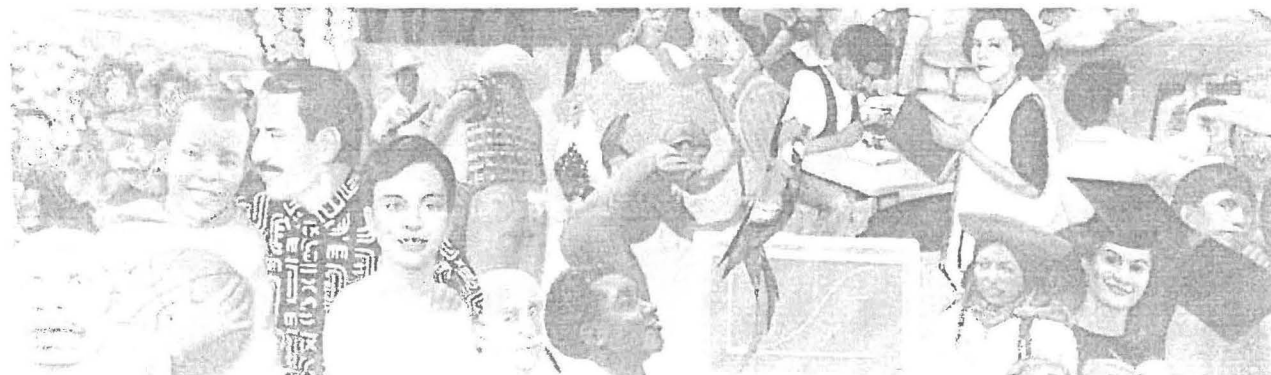
*Claudia Bustos*

Claudia Bustos  
Presiding Officer  
Promotor(a)/Community Health Worker  
Training and Certification Program Advisory Committee

*Kirk Cole*

Kirk Cole  
Interim Commissioner  
Texas Department of State Health Services

Certificate Number: 6031  
Expiration Date: 10/31/2017



UNIVERSITY OF ILLINOIS AT CHICAGO  
Midwest Latino Health Research, Training and Policy Center

Certifies **Juan F. Rosa** as a  
Diabetes Empowerment Education Program (DEEP™)  
Peer Educator

For the period of September 1, 2015 to August 31, 2018.

Amparo del Socorro Castillo, MD  
Director of Research and Training

# Juan Rosa

11905 Stoney Meadow Drive • Del Valle, Texas 78617 • (512) 748-2742 • [rosafrank01@gmail.com](mailto:rosafrank01@gmail.com)

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## SUMMARY OF QUALIFICATIONS:

- Over 15 years work experience including project management and customer communications
- Outstanding work ethic and diligent team player

## PROJECT AND DATA MANAGEMENT

- Supervised and maintained open communication with volunteer instructors
- Secured the appropriate volunteers needed to adequately staff education classes
- Facilitated interdepartmental communication to ensure effective work relations
- Produced monthly reports consisting of high level data management systems
- Maintained classroom facilities to ensure orderly learning environment
- Assisted in the development, revision, and maintenance of educational program documents and resources

## TRAINING / CERTIFICATIONS

- Custom Goods LLC, Business Management Training Program Graduate, Carson, California, 1988
- Center for Applied Linguistics, Best Plus Test Administrator Training Graduate, Round Rock, Texas, 2009
- El Buen Samaritano, Pearson-Longman Curriculum Training, Austin, Texas, 2009
- Community Health Worker (CHW) Texas, 2015
- Universe Of Illinois at Chicago (Peer Educator) Diabetes Empowerment Education Program (DEEP) Texas, September 2015
- Community Health Worker Instructor (CHWI) Texas. 2016

## WORK HISTORY

2014- Present **Client Outreach Coordinator**

El Buen Samaritano Episcopal Mission, Austin, Texas

2010-2013 **Interim Healthy Living Coordinator**

El Buen Samaritano Episcopal Mission, Austin, Texas

2008-2010 **Assistant Education Coordinator**

El Buen Samaritano Episcopal Mission, Austin, Texas

2006-2010 **Banquet Capitan**

Vintage Villas Hotel and Events, Austin, Texas

2010-present **Server/Driver**

Whole foods culinary center, Austin, Texas

1984-2006 **Warehouse Manager**



# **Juan Rosa**

11905 Stoney Meadow Drive • Del Valle, Texas 78617 • (512) 748-2742 • [rosafrank01@gmail.com](mailto:rosafrank01@gmail.com)

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Custom Goods LLC, Carson, California

## **SKILLS**

- Bilingual in Spanish and English
- Fluent computer skills to include: Microsoft word, Excel, Power Point, Publisher, and Adobe
- Skilled in data tracking and management
- Proficient in office management skills

## **EDUCATION**

Austin Community Collage, currently enrolled in GED program, Austin, Texas, Fall 2010- 2012  
Attended High School, Seminario Diosesano El Rinaldi, San Salvador, El Salvador 1980-1984

## **VOLUNTEER**

### **El Buen Samaritano Episcopal Mission, Austin, Texas**

- *Food Pantry 2006-2007*
- *Outreach/Health Promoter 2007-2008*
- **American Heart Association AHA 2008 to Present**
- **American Diabetes Association 2012- Present**



**TEXAS DEPARTMENT OF STATE HEALTH SERVICES**

Be it known that

*Lucila Hernandez*

**Is hereby authorized and certified in the State of Texas  
as an Instructor of Promotores or Community Health Workers  
Competency Area(s): Communication, Interpersonal, Service Coordination,  
Capacity Building, Advocacy, Teaching, Organizational,  
and Knowledge Base on Specific Health Issues**

**And is hereby entitled to rights and privileges set forth by  
Texas Health and Safety Code, Chapter 48,  
25 Texas Administrative Code, Subsections 146.1-146.8  
rules regarding training and certification of Promotores or Community Health Workers.**

*Mérida Escobar*

Mérida Escobar  
Presiding Officer  
Promotor(a)/Community Health Worker  
Training and Certification Program Advisory Committee

*Kirk Cole*

Kirk Cole  
Interim Commissioner  
Texas Department of State Health Services

Certificate Number: 251  
Expiration Date: 9/30/2017



**TEXAS DEPARTMENT OF STATE HEALTH SERVICES**

Be it known that

***Lucila Hernandez***

**Is hereby authorized and certified in the State of Texas  
as a Promotor(a) or Community Health Worker**

**And is hereby entitled to rights and privileges set forth by  
Texas Health and Safety Code, Chapter 48,  
25 Texas Administrative Code, Subsections 146.1-146.8  
rules regarding training and certification of Promotores or Community Health Workers.**

*Claudia Bustos*

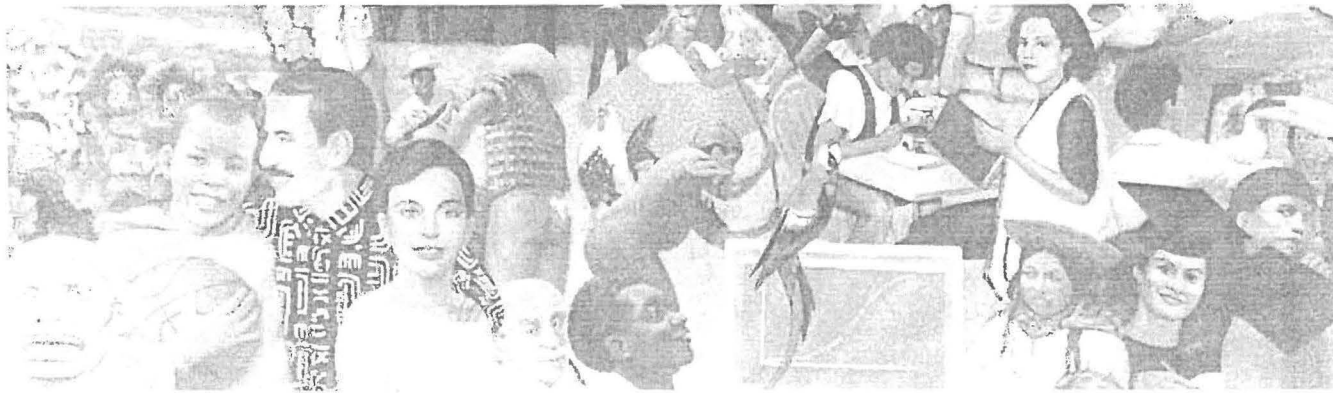
Claudia Bustos  
Presiding Officer  
Promotor(a)/Community Health Worker  
Training and Certification Program Advisory Committee

*John Hellerstedt*

John Hellerstedt, M.D.  
Commissioner  
Texas Department of State Health Services

Certificate Number: 1309


Expiration Date: 9/30/2018



UNIVERSITY OF ILLINOIS AT CHICAGO  
Midwest Latino Health Research, Training and Policy Center

Certifies **Lucila Hernandez** as a  
Diabetes Empowerment Education Program (DEEP™)  
Peer Educator

For the period of September 1, 2015 to August 31, 2018.

  
Amparo del Socorro Castillo, MD  
Director of Research and Training

# LUCILA HERNANDEZ

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46 FLINT RD. | KYLE, TEXAS. 78640 | 512.300.6362 | lucilahernandez1970@yahoo.com

## SKILLS PROFILE

- *Communication Skills*
- *Interpersonal Skills*
- *Computer Skills: Word; Power Point*
- *Organization Skills*
- *Service Coordination*
- *Teaching*
- *Knowledge Base on Specific Health Issues*

## EMPLOYMENT HISTORY

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### **COMMUNITY HEALTH WORKER/PROMOTOR DE SALUD**

*El buen samaritano*

*10/26/2015 To current*

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### **NAVEGADOR**

*Latino Healthcare Forum*

*11/01/2015 To 1/31/2016*

- *Educate Consumer on the Marketplace health insurance*
  - *Conduct/Coordinate Outreach events Hays County a surrounding areas*
  - *Customer Service with Application Asist with HealthCare.gov*
  - *Book Medical appointments using Nextgen*
  - *Answer Medical incoming and outgoing Calls*
- 

### **COMMUNITY HEALTH WORKER INSTRUCTOR**

*CONTRACTOR BY EL BUEN SAMARITANO*

*6/01/2015 TO 9/30/2015*

*Train a group of person in order to be a promotor.*

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### **CERTIFIED APPLICATION COUNCELOR**

*National Center for Farmworker Health*

*Contractor by Communicare health Center*

*08/2014 – 01/30/2015*

- *Educate Consumer on the Marketplace health insurance*
  - *Conduct/Coordinate Outreach events Hays County a surrounding areas*
  - *Customer Service with Application Asst with HealthCare.gov*
  - *Customer Service with Application Asst. with Your Texas Benefits*
  - *Verify medical appointments for next business day*
-

- 
- *Completion of GED - Austin, TX 2012*
  - *Community Health Worker Certification - Austin, TX 2006*
  - *Retail Sales Training - San Marcos, TX 2003*
  - *Secretary Certification - Mexico 1998*

## **VOLUNTEER**

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**Komen-Telethon**; Organizing/Coordination assistance with health fairs Austin, TX 2012-2013

**Kyle Learning Center**-Mathematics tutoring ; New student orientation Kyle, TX 2012

**Mexican Consulate** - Organizing health fair Austin, TX 2013

# COMMISSION ON DIETETIC REGISTRATION

*the credentialing agency for the Academy of Nutrition and Dietetics*

*certifies that*

***Samantha R Prince, RD***

---

*has met all appropriate qualifications for dietetic  
registration and is entitled to use the credential*

*“Registered Dietitian” “RD”™*

*or*

*“Registered Dietitian Nutritionist” “RDN”™*

*Current Registration Period*

***November 2, 2015 - August 31, 2016***





# Texas State Board of Examiners of Dietitians

DOES HEREBY CERTIFY THAT

**Samantha Riquel Prince**

meets the qualifications established in Texas Occupations Code, Chapter 701 to practice the profession of dietetics  
and is authorized to employ the title

**Licensed Dietitian**

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to  
applicable law and rules.

License Number DT84116

Effective 12/23/2015

INVALID WITHOUT CURRENT  
RENEWAL CARD

A handwritten signature in cursive script that reads "Janet Hall".

Janet Hall, Presiding Officer





Registered  
Dietitian  
Nutritionist™



Registered  
Dietitian™

**Commission  
on Dietetic  
Registration**

the credentialing agency for the

**eat  
right.** Academy of Nutrition  
and Dietetics

CDR certifies that

**Samantha Riquel Prince**

has successfully completed  
requirements for dietetic registration.

*Samantha R. Prince*  
Signature

Registered Dietitian  
Nutritionist™ (RDN™)

Registered Dietitian™ (RD™)

Registration I.D. Number

**86066576**

Registration Payment Period

**10/22/15 - 8/31/16**

*Kevin S. Smith*

PhD, RDN, LD

Chair, Commission on Dietetic Registration

**COMMISSION ON DIETETIC REGISTRATION (CDR)**

120 South Riverside Plaza, Suite 2000

Chicago, Illinois 60606-6995

Telephone: 800/877-1600, ext 5500

Email: [cdr@eatright.org](mailto:cdr@eatright.org)

Website: [www.cdrnet.org](http://www.cdrnet.org)



**Texas State Board of Examiners of Dietitians**

certifies that the person identified below is a

**Licensed Dietitian**  
**Samantha Riquel Prince**

License Number DT84116

Control Number 26066

Expires 3/31/2017

A handwritten signature in cursive script, appearing to read "Samantha Riquel Prince", written over a horizontal line.

Cardholder Signature

A handwritten signature in cursive script, appearing to read "Janet Hall", written over a horizontal line.

Presiding Officer

Display this card with your certificate

# Samantha Riquel Prince, RD, LD

401 Little Texas Ln Apt# 1212, Austin, TX 78745 | C: 956-775-8079 | sampi.31491@gmail.com |

Website: [sampi31491.wix.com/samanthaprincerd](http://sampi31491.wix.com/samanthaprincerd)

## Education

### The University of Texas at Austin, Austin, TX

Coordinated Program in Dietetics

Bachelor of Science in Nutrition

Nutrition in Italy Study Abroad Program

August 2015

August 2013

Summer 2013

## Professional Overview

I am exceptionally motivated in the promotion of nutrition education and wellness. My passion to help others through various stages of behavior change has reinforced my continued dedication to developing myself as a dietitian. During my dietetic internship, I discovered that my greatest strength is my ability to become extremely motivated given any task in a variety of situations, and, above all else, I am determined to succeed. I continuously strive to learn more while motivating others to do the same. Ultimately, I believe that helping others through nutritional awareness drives my success as a registered dietitian.

## Core Qualifications

- Registered Dietitian and Licensed Dietitian
- Bilingual in Spanish [Advanced]
- ServSafe Certified
- CATCH Certified
- MEND Mind & Theory Certified
- CPR/First Aid Certified

## Dietetic Internship Experience

### Clinical Nutrition

#### Seton Williamson Medical Center

- Implemented Nutrition Care Process to assess patient nutritional status and make appropriate recommendations
- Provided Medical Nutrition Therapy and nutrition educations as necessary

#### Dell Children's Medical Center PICU & NICU/Seton Main NICU

- Implemented Nutrition Care Process to assess patient nutritional and growth status and make appropriate recommendations
- Assessed adequacy of nutrition prescriptions concerning patient status and recommended therapy adjustments as necessary
- Collected and evaluated data concerning rates of Necrotizing Enterocolitis for years 2010-2015

### Specialty

#### Central Texas Nutrition Consultants

- Observed individual consults and input suggestions when appropriate
- Teaching assistant during class sessions for Austin Ballet and American Ballet Theater
- Researched new literature on probiotics and hydration guidelines

### Community Nutrition

#### Williamson County WIC

- Observed, participated, and conducted client consultations
- Developed Lowering-Sodium Intake bulletin board for health education and benefit renewal option

### Foodservice Administration

#### Jester City Limits Dining Hall

- Supervised Breakfast, Country Fixin's, Innovative Taste, and Gluten Free lines
- Conducted in-services concerning appropriate serving sizes
- Conducted training sessions concerning the operation, safety, and maintenance of specific equipment
- Incorporated and debuted new recipe to Gluten Free menu

## Work Experience

### Baylor Scott & White Medical Center – Round Rock

#### PRN Clinical Dietitian

- Plan, direct, and provide medical nutrition services, counseling, and education to patients and their families
- Perform nutritional assessment to determine appropriate nutritional treatment plan

2016 - Present

### YMCA of Austin, Austin, TX

#### MEND Program: Nutrition Education Leader/Classroom Assistant/Youth Fitness Coach

- Deliver bilingual nutrition education, behavior change practices, and physical activity sessions and all associated activities to program participants
- Collect, record, and interpret growth assessment data of participants

2013 - Present

#### Afterschool Program: Site Director/Assistant Site Director/Counselor

- Responsibilities included supervision of children, implementation of daily and weekly activities, and bilingual communication with parents and participants

2013 - 2014

# Mireya Vargas

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✉ 1600 Fairplay Court • Austin, TX 78721 • E-mail: [vargasmireyaj@gmail.com](mailto:vargasmireyaj@gmail.com) • PH: 512 924-0767

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## EDUCATION

### **Texas State University ★ at San Marcos, Texas**

- Undergraduate Department of Liberal Arts  
*Bachelor of Arts in Psychology, 2014*
- Undergraduate Department of Liberal Arts  
*Bachelor of Arts in Spanish, 2014*

### AWARDS AND HONORS

### **Texas State University ★ at San Marcos, Texas**

Dean's List Honors, 2013, 2014

## PROFESSIONAL EXPERIENCE

### **EL BUEN SAMARITANO**

#### **Promotora – 2016 – Present**

- Builds individual and community capacity by increasing health knowledge and self-sufficiency through a range of activities.

#### **BSFS, Health and Human Services, at San Antonio – 2016 - Present**

- Protecting vulnerable children/teens from predators, while empowering them, their families and their communities toward prosperity through independence.

### **TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES**

#### **Bilingual Caseworker - Investigator for Child Protective Services – 2016**

- Interviewing and gathering information to see if abuse or neglect happened and if intervention was necessary.
- Investigator considers both risk and safety issues – responding quickly in crisis situations that involve children in an abusive or neglectful situation.
- Recommend services for the child and family to reduce the risk of further abuse or neglect.
- Documenting all relevant information and completing all required forms.
- Testifying in court.

### **SAFEPLACE**

#### **Bilingual School Behavior and Education Support Specialist – 2014, 2015**

- Providing therapeutic support, advocacy, and a safe/nurturing school environment to students/staff.
- Implementing strategies/interventions to help students be successful; assess physical, social, and emotional needs.
- Making observations and records of student's behavior; provide counselors, advocates, and school personnel with information, observations, and documentation;
- Work collaboratively with staff from The University of Texas/Charter School, Austin Children's Services, and SafePlace to support students and parents who have recently experienced domestic violence, abuse, and/or neglect; engage and assist parents in supporting the educational success of their student.
- Supporting school staff administration by translating documentations; maintaining communication with Spanish speaking parents.

## **DAVID S. BUSTAMANTE**

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### **OBJECTIVE**

To leverage my 7+ years of health education and learning consultant skills, and expertise in the learning and health care industry into a full-time position as the Manager of Health Literacy and Promotion within El Buen Samaritano.

### **WORK HISTORY**

#### **HUMANA**

Austin, Texas

1-888-431-4748

#### **Learning Consultant/Health Educator**

March 2011 - Present

- Managed and traveled to over 10 market cities across the United States
- Completed 5 years of facilitating over 140 health, wellness, and disease management classes
- Established quality member relationships while instructing over 200 medicare members each year
- Facilitated and monitored web based, virtual, and in-person trainings to customers and employees
- Achieved role expansions as webinar team lead and data analytics consultants
- Created and managed monthly and yearly reports related to cost analysis, market, and webinar participation
- Created public and employer in-person and web-based educational health content for Health Educators

#### **MORaine VALLEY COMMUNITY COLLEGE**

Palos Hills, Illinois 708-974-5704

#### **Wellness Coordinator**

March 2009 – March 2011

- Increased employee wellness program participation by 5.0% from 2008-2010
- Researched benefit claims and costs analysis to develop wellness programs
- Developed and created Human Resources policies related to wellness programs
- Prepared and analyzed insurance and benefit trend reports
- Provided Benefit Administration guidance during open enrollment and new employee orientation
- Responsible for tracking, evaluating, and measuring the success of the employee wellness program
- Built relationships with employees to strengthen college relationships to inspire wellness and health
- Completed various Human Resources responsibilities throughout the year related to training, benefits, and new employee orientation

#### **HAMMOND CLINIC**

Hammond, Indiana 219-647-4498

#### **Wellness/Exercise Specialist**

May 2008 – November 2009

- Promoted from Intern to Wellness/Exercise Specialist
- Assisted in developing, marketing, and tracking Wellness Programs
- Networked with local Northwest Indiana businesses to promote and sell clinic wellness programs
- Developed marketing materials to distribute to local Northwest Indiana Businesses
- Travel with assessment teams to corporate sites across Northwest Indiana to conduct health and wellness assessments

1512 N Chelsea Ln. #B  
Austin, TX 78704  
219-308-3028 Cellular  
dsbustamante@gmail.com

## **DAVID S. BUSTAMANTE**

---

### **EDUCATION**

- Master of Arts Degree in Wellness Management with a Minor in Gerontology, Ball State University, Muncie IN, Summer 2008.
- Bachelor of Science Degrees in Human Resource Management and Marketing, Purdue University Calumet, Hammond IN, December 2006.
- Associates Degree in Business with Highest Distinction, Purdue University Calumet, Hammond IN, December 2004.

### **CERTIFICATIONS**

- Completed Stanford University Chronic Disease and Diabetes Self-Management Program, September 2015
- CPR/First Aid, October 2014
- Completed Humana's Masterful Trainer Program, December 2011.

### **ACTIVITIES**

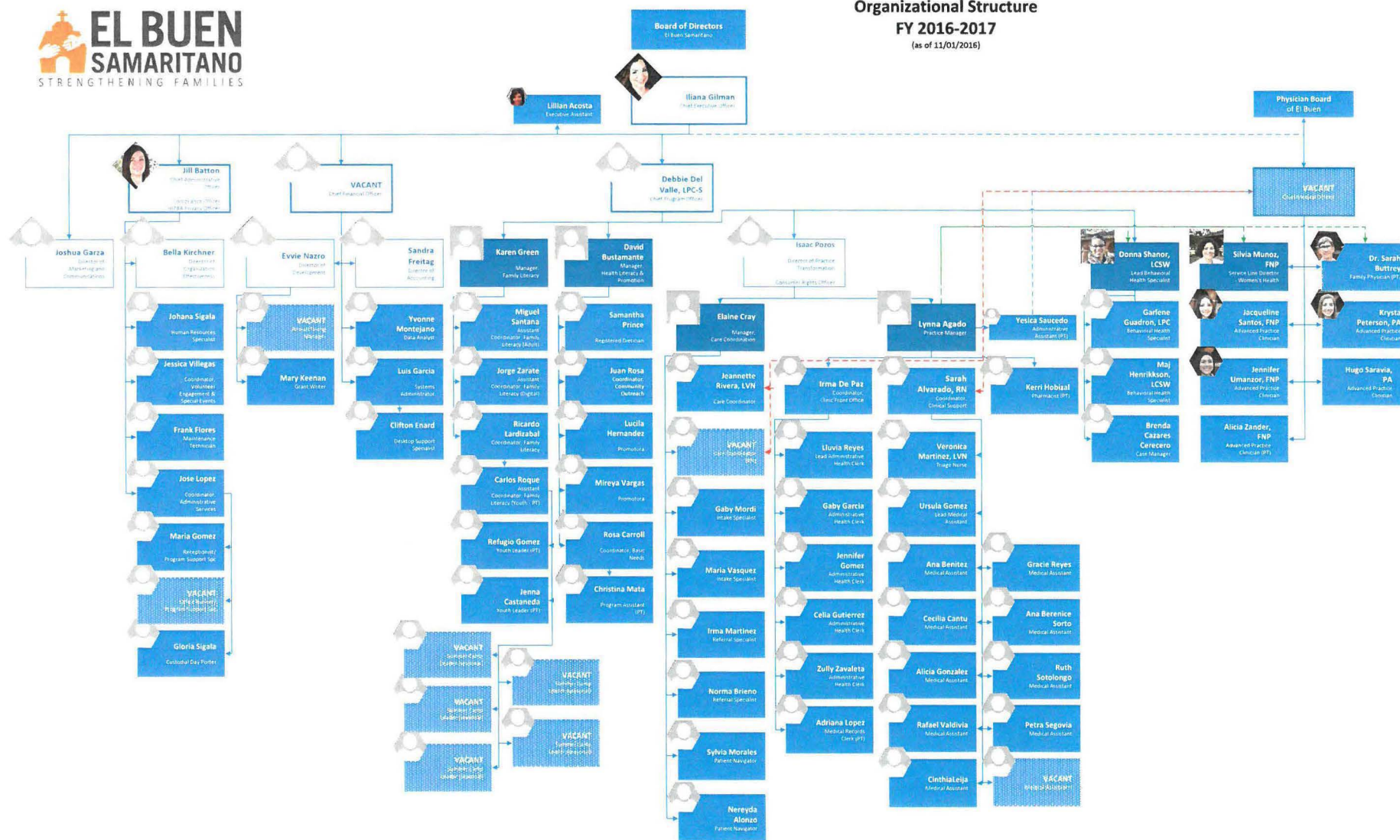
- Member of Austin Front Runners, October 2014
- Humana Wellness Champion, 2011-2013.
- Completed Humana's Masterful Trainer Program, December 2011.
- Graduate Assistant on the Learning and Living Well Resources Team, Ball State University, Muncie IN.
- President of Society for Human Resource Management in Spring 2005-Spring 2006, Secretary in Fall, 2004 of Society for Human Resource Management, Purdue University Calumet, Hammond IN.

### **AWARDS**

- Certificate of Appreciation from Humana at Home Community for Care Managers, April 2016
- As a Graduate Assistant won Honorable Mention for Graduate/Resident Poster Presentation at the Rural Health Conference June 7, 2007 and won the National Public Health Week 2007 Viral Video Contest.
- As President of SHRM, won UPS Leadership Award Spring 2006.
- As President of SHRM, won Most Active Student Organization on Campus Spring 2005, Most Active in Community Service Spring 2006 and Two Superior Merit Awards through National SHRM.



**Organizational Structure  
FY 2016-2017**  
(as of 11/01/2016)



# HEALTHY LIVING

NUTRITION • EXERCISE • STRESS MANAGEMENT

Come and learn how to **manage type 2 diabetes** by making small changes, step by step.  
Win raffle prizes! Classes are fun, interactive, and **FREE**.

## CLASS TOPICS:



**Class 1:** Introduction and Overview of Diabetes



**Class 2:** Diabetes Management, Monitoring, and Medications



**Class 3:** Diabetes Control and Exercise



**Class 4:** Diabetes Control and Nutrition



**Class 5:** Preventing Complications



**Class 6:** Communication, Managing Stress and Depression, Your Rights

**DATES:** 04 DE DICIEMBRE A 21 DE DICIEMBRE

**TIME:** EVERY FRIDAY 9 AM- 10:30 AM

**LOCATION:** SALEM LUTHERAN CHURCH 9322 FM 812 AUSTIN TX, 78619

Contact Juan Rosa at 512.439.0728 to register or obtain more information



Get an HEB gift card and a 2 month YMCA Membership free  
by attending 5 out of 6 classes!



AUSTIN/TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
CHRONIC DISEASE PREVENTION AND CONTROL PROGRAM



# VIVIENDO SALUDABLE

NUTRICIÓN • EJERCICIO • MANEJO DE ESTRÉS

Ven y aprende a **controlar la diabetes tipo 2** realizando pequeños cambios, paso a paso. Las clases son divertidas, interactivas y **¡gratis!**

## TEMAS DE LAS CLASES:



**Clase N.º 1:** Introducción y perspectiva general de la diabetes



**Clase N.º 2:** Manejo, monitoreo y medicamentos para la diabetes



**Clase N.º 3:** Control de la diabetes y ejercicio



**Clase N.º 4:** Control de la diabetes y nutrición



**Clase N.º 5:** Prevención de complicaciones



**Clase N.º 6:** Comunicación, manejo del estrés y depresión, sus derechos

**FECHA:** 04 DE DICIEMBRE A 21 DE DICIEMBRE

**HORARIO:** CADA LUNES Y VIERNES 10 AM- 11:30 AM

**LUGAR:** SALEM LUTHERAN CHURCH 9322 FM 812 AUSTIN TX. 78619

Comunícate con Juan Rosa al 512.439.0728 para inscribirte o para más información



Obtén una tarjeta de regalo de HEB y 2 meses de membresía gratis al YMCA por asistir 5 de las 6 clases



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**Class 5:** Preventing Complications



**Class 6:** Communication, Managing Stress and Depression, Your Rights

**DATES:** October 27<sup>st</sup> – November 03, 10, 17 – December 01,08

**TIME:** EVERY THURSDAY 9:30AM- 11:00 AM

**LOCATION:** Volunteer Healthcare Clinic 4215 Medical Parkway Austin TX 78756

Contact Juan Rosa at 512.439.0728 to register or obtain more information



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**Clase N.º 5:** Prevención de complicaciones



**Clase N.º 6:** Comunicación, manejo del estrés y depresión, sus derechos

**FECHA:** 27 de Octubre – 03,10,17 de Noviembre y 01 y 08 de Diciembre

**HORARIO:** CADA JUEVES 9:30 AM- 11:00 AM

**LUGAR:** Volunteer Healthcare Clinic 4215 Medical Parkway Austin TX 78756

Comunícate con Juan Rosa al 512.439.0731 para inscribirte o para más información



Obtén una tarjeta de regalo de HEB por asistir 5 de las 6 clases



AUSTIN/TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
CHRONIC DISEASE PREVENTION AND CONTROL PROGRAM

# HEALTHY LIVING

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**Class 1:** Introduction and Overview of Diabetes



**Class 2:** Diabetes Management, Monitoring, and Medications



**Class 3:** Diabetes Control and Exercise



**Class 4:** Diabetes Control and Nutrition



**Class 5:** Preventing Complications



**Class 6:** Communication, Managing Stress and Depression, Your Rights

**DATES:** July 12<sup>th</sup>- August 16<sup>th</sup>

**TIME:** EVERY TUESDAY 4:00 PM- 5:30 PM

**LOCATION:** El Buen Samaritano 7000 Woodhue Dr. Austin TX 78745

Contact Juan Rosa at 512.439.0728 to register or obtain more information



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by attending 5 out of 6 classes!



AUSTIN/TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
CHRONIC DISEASE PREVENTION AND CONTROL PROGRAM



# VIVIENDO SALUDABLE

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**Clase N.º 3:** Control de la diabetes y ejercicio



**Clase N.º 4:** Control de la diabetes y nutrición



**Clase N.º 5:** Prevención de complicaciones



**Clase N.º 6:** Comunicación, manejo del estrés y depresión, sus derechos

**FECHA:** 12 de Julio - a - 16 de Agosto

**HORARIO:** CADA MARTES 4:00 PM- 5:30 PM

**LUGAR:** El Buen Samaritano 7000 Woodhue Dr. Austin TX 78745

Comunícate con Juan Rosa al 512.439.0728 para inscribirte o para más información



Obtén una tarjeta de regalo de HEB y 2 meses de membresía gratis al YMCA por asistir 5 de las 6 clases



AUSTIN/TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
CHRONIC DISEASE PREVENTION AND CONTROL PROGRAM

## **RFP Scope of Work**

### **Hispanic Community-based Diabetes Self-Management Education**

#### **Introduction:**

Diabetes is a significant health issue in Travis County. Analysis of Travis County data from the Behavioral Risk Factor Surveillance System (BRFSS) shows the prevalence of self-reported diabetes among adults to be 8.1% for Travis County<sup>1</sup>. Significant racial and ethnic disparities exist in both diabetes prevalence and diabetes mortality. Self-reported prevalence of diabetes among Hispanics is 10.8%. The age-adjusted diabetes mortality rate in 2013 for Travis County was 16 deaths per 100,000 people.

Community Health Workers (CHWs) are important to reducing barriers to chronic disease management. According to the American Diabetes Association, even with access to health care, there may be multiple individual and community barriers to the adequate self-care of chronic diseases. People may lack transportation to attend regular clinic visits, have unstable work or home situations, or lack knowledge of available resources. Studies suggest that community health workers can help overcome these barriers by developing trusting, close relationships with the people they serve. Indeed, community health worker programs have improved health care access, prenatal care, pregnancy and birth outcomes, health status, and health related behaviors among participants in the programs. Community health workers educate their peers, encourage them, and help them effectively use and navigate community and health resources. CHWs improve the quality of life of the patients they serve and are particularly helpful in vulnerable populations, such as the elderly. There is also evidence that community health care workers reduce health care costs.<sup>2</sup>

#### **Purpose:**

Austin/Travis County Health and Human Services Department (ATCHHSD) has received approval of a project to expand community based diabetes education through the CHW model. This project is part of the Delivery System Reform Incentive Payment (DSRIP) funding from the Centers for Medicare and Medicaid Services to incentivize hospitals and other providers to transform their service delivery practices to improve quality, health status, patient experience, coordination, and cost-effectiveness. ATCHHSD is participating in Regional Healthcare Partnership 7, led by Central Health, the coordinating body for all DSRIP projects in Region 7. The approved target population as outlined in the grant is the Hispanic community with Diabetes Type 2. Efforts will additionally target Medicaid eligible persons and individuals who are medically indigent within the target population. Additional information about this project can be found on pages 439-449 of this document: <http://www.hhsc.state.tx.us/1115-docs/RHP/Plans/RHP7Plan.pdf> Between March 2013 and October 1<sup>st</sup>, 2013, ATCHHSD developed a pilot project for delivery of diabetes self-management education led by CHWs utilizing the Diabetes Empowerment Education Program (DEEP) curriculum. The curriculum was created by the Midwest Latino Health Research, Training and Policy Center. Evaluation tools were also created during the pilot period. The project is designed to improve diabetes-related quality of life for individuals who participate by creating social support, increasing knowledge and positive behaviors related to diabetes self-care.

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<sup>1</sup> BRFSS 2008-2010

<sup>2</sup> Lewin SA, Dick J, Pond P, Zwarenstein M, Aja G, Van Wyk B, Bosch-Capblanch X, Patrick M: Lay health workers in primary and community health care [Review]. Cochrane Database Syst RevCD004015 , 2005

ATCHHSD has fully implemented the program, and the purpose of this Solicitation is to procure services in order to meet the following goals:

- 1) Increase the number of community health workers and community-based organizations in the Hispanic community that provide culturally appropriate diabetes self-management education.
- 2) Increase the number of diabetes self-management education (DSME) classes offered by CHWs in Travis County in community locations.
- 3) Increase the number of Spanish-speaking Hispanic individuals with type 2 diabetes who receive high quality DSME education by certified CHWs in Travis County.
- 4) Improve the quality of life for individuals who participate in the DSME classes through evaluation using a standardized diabetes-related quality of life measurement tool.

### **1.0 Budget**

Proposal for the project focusing on the Hispanic Community will be awarded up to \$22,000. The grant period is from November 1<sup>st</sup>, 2016 to September 30<sup>th</sup>, 2017 with the possibility of five additional renewal years of level funding.

**Award of funding is dependent upon receipt of DSRIP incentive payments from the Center for Medicare and Medicaid Services (CMS).**

### **2.0 Eligible Respondents**

Eligible respondents are non-profit organizations with tax exempt status.  
Respondents must have a physical business address in Travis County.

### **3.0 Contractor Qualifications**

Eligible respondent non-profit organizations must have extensive experience working with the Spanish-speaking Hispanic Community. **Educators must be certified community health workers (CHW) as well as certified in Diabetes Empowerment Education Program (DEEP).** Documentation of current certifications will be submitted to ATCHHSD with the contractor proposal. To meet the minimum qualifications of this solicitation, the contractor must have at least one educator that is both CHW and DEEP certified at the time of the submitted proposal.

### **4.0 Contractor Responsibilities**

Due to racial/ethnic disparities in diabetes prevalence and diabetes mortality in Travis County, the target population for this solicitation is Spanish-speaking Hispanic individuals over the age of 18 years with type 2 diabetes. In addition, the individuals reached should be medically indigent, or have Medicaid or be Medicaid eligible.

**4.1** The Contractor shall deliver the following **minimum level of services** for the contract/grant requirements:

- 4.1.1. Maintain current Community Health Worker certification for all educators who will be delivering DSME. Documentation of current certification must be submitted to ATCHHSD.
- 4.1.2. Maintain current DEEP Certification for all educators who will be delivering DSME. Documentation of current certification must be submitted to ATCHHSD.

- 4.1.3. CHWs operating under ATCHHSD's DEEP License must use DEEP curriculum and related materials for ATCHHSD classes only.
- 4.1.4. Projects focused on the Hispanic Community will deliver a minimum of 7 series of DSME classes. Projects will use the DEEP curriculum during the contract period through September 30<sup>th</sup>, 2017.
- 4.1.5. Contractor is responsible for all aspects and associated costs of DSME class coordination, site selection and securing site location, marketing, and screening of participants to determine eligibility, and delivery of education services.
- 4.1.6. Each series must consist of at least 6 classes delivered (one class per week for six weeks). All six classes should take place at the same day, time, and location for the entire six weeks of the series. Each class must be a minimum of 90 minutes long; Classes must utilize the 6 class session DEEP outline created by ATCHHSD and will be provided to contractor.
- 4.1.7. Contractors must make a good faith effort to have a minimum retention rate of 70%, meaning that a minimum of 70% of participants that start a class series complete the class series.
- 4.1.8. Classes taught in Spanish targeted towards the Hispanic community must first be approved by ATCHHSD staff. To avoid duplication, classes taught in Spanish are preferably in clinical settings. Currently, ATCHHSD is focusing in schools and community centers within the Hispanic Community.
- 4.1.9. Classes must be available at the times needed by participants, including evening classes and weekend classes as needed.
- 4.1.10. Each class series must have a minimum of 6 participants living with type 2 diabetes. Caregivers of people living with type 2 diabetes are eligible to participate in the class however they will not be counted towards the 6 participant minimum. Projects focused in the Hispanic Community will reach a minimum of 42 participants with type 2 diabetes.
- 4.1.11. Contractor must focus on reaching Medicaid and low income underinsured.
- 4.1.12. Class participants must utilize the evaluation forms created by ATCHHSD. At a minimum, classes will be evaluated using a standardized form at the first class (pretest) and the final class (posttest) of each series. Weekly satisfaction surveys and action plans will be completed by class participants. All participants must sign in at each class using a sign-in sheet
- 4.1.13. All CHWs providing DSME education must participate in monthly learning sessions with ATCHHSD staff for training, quality improvement, and data management purposes. The date and time of these monthly meetings will be selected upon contract award.
- 4.1.14 . Respondent must allow attendance by ATCHHSD staff at classes as needed in order to monitor program quality.



4.1.15 . All promotional materials for classes must contain language that the project is funded by the Austin/Travis County Health and Human Services Department 1115 Waiver Project.

## **5.0 Reporting**

Contractor shall submit a Monthly Performance Measure Report, Payment Request and Expenditure Report by the 10<sup>th</sup> day of the month using templates provided by ATCHHHSD. In addition, as backup documentation for expenditures reported, contractors must submit a report generated from their financial system. Payment request will not be approved if the Monthly Performance Measure Report for that month has not been received or is incomplete as determined by ATCHHHSD. Contractor shall be willing to submit other reports that may be reasonably required by the City to document performance. Contractor shall work with the ATCHHHSD Program Coordinator to set an on-site meeting at the beginning of the grant period and at any other time deemed necessary by the contractor or ATCHHHSD. Upon receipt and approval by the City of each Payment Request and Monthly Expenditure Report, the City shall process payment(s) of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

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STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. 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.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. 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.

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STANDARD PURCHASE TERMS AND CONDITIONS**

**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), 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.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. 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:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. 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;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. 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;
  - v. 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;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. 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.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. 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.

- 14. TRAVEL EXPENSES:** All 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 Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office 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>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). 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 Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. 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:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. 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;
  - iii. require Subcontractors to submit all invoices 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 same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. 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
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. 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.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables 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 Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. 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

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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.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **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.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **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 Paragraph 24, (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 the Contractor to the City.
27. **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.
28. **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.
29. **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.



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**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

- A. Definitions:
  - i. "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:
    - (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
    - (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),
  - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **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.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
  - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
  - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. 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 hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance 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.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. 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.
- vi. 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.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, 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.
- viii. 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.
- ix. 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.
- x. 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.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall 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.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **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 thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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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 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, 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.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **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 Agreement, 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.
38. **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.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **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.
41. **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 of Austin 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.
42. **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.
43. **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.
44. **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.
45. **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.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **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.

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**48. DISPUTE RESOLUTION:**

- A. 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.
- B. 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.

49. **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.

50. **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.

51. **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

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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.

52. **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.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

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

54. **EQUAL OPPORTUNITY**

A. **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 Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. 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.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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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 the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to [Marty.James@austintexas.gov](mailto:Marty.James@austintexas.gov).

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. 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 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance 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.
- iii. 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.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

B. **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.

- i. **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.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **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 Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.



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- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Property Insurance:** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.
- C. **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 the date the contract is signed and ending on September 30, 2017 with the possibility of five additional renewal years of level funding.
- 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 120 days unless mutually agreed on in writing).
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be e-mailed to: [estephanie.olivares@austintexas.gov](mailto:estephanie.olivares@austintexas.gov)  
If Invoices require postal mail, invoices shall be mailed to the below address:

	City of Austin
Department	HHSD
Attn:	Estephanie Olivares
Address	15 Waller Street
City, State Zip Code	Austin, TX 78702

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- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**5. 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/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**6. Vendor Recordkeeping Requirements:**

- 6.1 Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
- 6.2 For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
- 7.2.1 An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
- (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
- (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
- 7.2.2 An agreement in which the Contractor commits to the following:
- (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
- (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors; and
- (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
- 6.2.1 A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and
- 6.2.2 Any other information deemed necessary by the City for the administration and enforcement of this policy.
- 6.3 Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
- 6.4 Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for

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the Contractor's payroll records, the Contractor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.

- 6.5 During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
  - 6.6 All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
7. **Compliance; Verification:** Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
8. **Enforcement; Penalties:**
- 8.1 **Complaints:** Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
  - 8.2 **Requests for Information:** Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
  - 8.3 **Access to Production and Distribution Facilities:** For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
  - 8.4 **Independent Audit:** If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
  - 8.5 **Remediation:** On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
    - 8.5.1 Providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
    - 8.5.2 Paying back wages to workers who worked to manufacture products or services supplied to the City; or
    - 8.5.3 Re-instating a worker who has been dismissed in violation of the law.
  - 8.6 **Training On Workplace Conditions:** At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.

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- 9.7 **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.
- 9.8 **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.
- 9.9 **Debarment and Suspension:** In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.
- 10.0 **Protest:** A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

**9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**10. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months<sup>20</sup> of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 20 percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this

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provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU2010000300000A (B)	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Service occupations, 12-month percent change	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Reference Proposal	

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- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

**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.
11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Estephanie Olivares

Health and Human Services Department (HHSD)

(512) 972-6769

[estephanie.olivares@austintexas.gov](mailto:estephanie.olivares@austintexas.gov)