



Amendment No. 1      MA 9100 NI18000009  
to  
Agreement No. NI18000000~~9~~ <sup>9</sup>  
for  
Social Services  
between  
**TRAVIS COUNTY**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **one hundred fifty thousand dollars (\$150,000)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Initial Term: (10/01/2017-09/30/2018)	n/a	\$250,000
Amendment No. 1: Renewal Term (10/1/2018-09/30/2019)	\$150,000	\$400,000

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

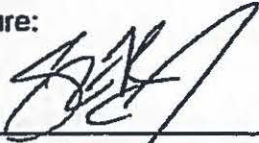
**Exhibit A.1 – Program Work Statement** has been updated to reflect the new terms for FY19  
**Exhibit A.2 – Program Performance Measures** has been updated to reflect the new terms for FY19  
**Exhibit B.1- Program Budget and Narrative** -- has been updated to reflect the new budget breakdown for FY19

- 4.0 MBE/WBE goals were not established for this Agreement.
- 5.0 Based on the criteria in the City of Austin Living Wage Resolution #20160324-020, the Living Wage requirement does not apply to this Agreement.
- 6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 7.0 All other Agreement terms and conditions remain the same.

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

**GRANTEE**

Signature: \_\_\_\_\_

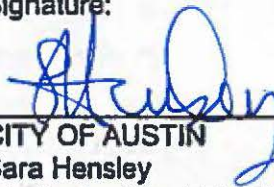


\_\_\_\_\_  
TRAVIS COUNTY  
Sarah Eckhardt, County Judge

Date: NOV 14 2018

**CITY OF AUSTIN**

Signature: \_\_\_\_\_



\_\_\_\_\_  
CITY OF AUSTIN  
Sara Hensley  
Interim Assistant City Manager

Date: 11/28/18

## **EXHIBIT A.1: PROGRAM WORK STATEMENT**

**Agency: Travis County Health & Human Services Department**

**Program: Healthy Families Travis County Expansion Project**

**1. Program goals and objectives:**

The Healthy Families Travis County (HFTC) Expansion program provides home visiting services to support the needs of first-time parents within the primary target population of the African American community. Due to the high rates of infant mortality and low birth weight prevalent in African-American families in Travis County, one of the goals of the HFTC program is to address both of these issues by improving access to comprehensive services, reducing barriers to access, integrating services into the management and service delivery system that are culturally competent, family centered, strength based and relationship focused. Serving a higher percentage of African-American families will address the disparity of over representation of African-American families and children in the protective services system.

HFTC program goals include:

- Engage African American families overburdened by health disparities in home visiting services prenatally or at birth;
- Cultivate and strengthen nurturing parent-child relationships and promote healthy growth and development of the child;
- Connect families with community resources and monitor the development of participating infants and children;
- Link families to a medical provider and ensure proper immunizations and well-child checks;
- Enhance family functioning by reducing the risks, overcoming barriers and building protective factors;
- Improve birth outcomes and the family's nutritional status; and
- Decrease infant mortality and low birth weight rates.

**2. HFTC program clients served:**

The early years are both the most critical and the most vulnerable time in any child's development; therefore, the nurturing experiences during the first three years help children form healthy relationships, read and understand social cues and stimulate their intellectual development.

The Expansion of the HFTC program will continue to serve pregnant and first time parents through intensive home visiting services. The program will also serve moms who are having their second child when there is a determined need for the services.

HFTC program services will focus on those families that reside in Austin and/or Travis County, including targeted and unincorporated areas within Travis County. There is no income eligibility requirement to be enrolled into the program; however, outreach will focus on low-income families including those who are Medicaid eligible and uninsured. Services are voluntary but require a commitment to maintain visits within the home environment in order to build on

strengths and resources. Services begin during the mother's pregnancy and may continue until the youngest child reaches three years of age.

HFTC currently provides services in various zip codes in north, south, and east Travis County. HFTC will continue to expand its service area to include those families targeted within the expansion project.

### 3. Program services and delivery:

HFTC is nationally accredited by Healthy Families America and Prevent Child Abuse America. The program is one of only three (3) programs in Texas to hold this honor for adherence to best practices. The program follows the home visiting model developed by Healthy Families America and supported by Prevent Child Abuse America and adheres to the critical elements, which provide the framework for program development and implementation. All HFTC staff receive intensive training in the use and implementation of this model in order to offer the best and the most appropriate services for each family's unique situation.

HFTC implements the Growing Great Kids Curriculum (GGK), an evidence-based curriculum that is promoted by Healthy Families America. This parenting and child development curriculum focuses on parent-child relationships and promotes healthy child growth and development. HFTC works closely with families to offer parenting education, child development screenings and helpful community resource information including group support in order to enhance the overall family functioning.

HFTC Expansion staff includes one (1) supervisor, one (1) family assessment worker (FAW) and one (1) family support worker (FSW) (Home Visitor). Additional staff may be utilized to enhance services and meet the Austin Public Health and/ or the 1115 waiver requirements. HFTC will be receiving Maternal, Infant, and Early Childhood Home Visiting (MIECHV) funding for fiscal year 2019, which will fund two (2) additional family support worker positions to serve within the HFTC Expansion project. All staff have completed Healthy Families America core training as well as training in the program curriculum. The program supervisor supervises the FAW and FSW.

The FAW provides community outreach and education and engages families for enrollment into the program. In addition, the FAW completes assessments of those families referred to the program. The FSW provides home-visiting services for the enrolled families by making frequent home visits (weekly, bi-weekly, and monthly depending on the level). During home visits, FSWs provide support, training, and connections to resources. They implement the program's evidence-based curriculum and work to ensure immunizations and well-child checks are complete, as well as provide ongoing developmental screenings and referrals when there is a developmental delay. The HFTC program provides additional services such as breastfeeding education and support, Period of Purple Crying education, depression screenings, and referrals to community resources as needed.

The FAW completes at least ten (10) to twelve (12) assessments per month and the FSW maintains a caseload of twelve (12) to twenty (20) families, depending on the level of families. New families are seen weekly, thus a caseload of new families would include a maximum of twelve (12).



### **HFTC adheres to the following Critical Elements:**

1. Initiate services prenatally or at birth.
2. Use a standardized assessment tool to systematically identify families who are most in need of services. This tool assesses the presence of various factors associated with increased risk for child maltreatment or other poor childhood outcomes (*i.e.*, social isolation, substance abuse, parental history of abuse in childhood).
3. Offer services voluntarily and use positive outreach efforts to build family trust.
4. Offer services intensively (*i.e.*, at least once a week) with well-defined criteria for increasing or decreasing frequency of service over the long-term.
5. Services are culturally competent such that the staff understands, acknowledges, and respects cultural differences among participants; staff and materials reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
6. Services focus on supporting the parent as well as supporting parent-child interaction and child development.
7. At a minimum, all families are linked to a medical provider to promote optimal health and development (*i.e.*, timely immunizations, well-child care, etc.) Depending on the family's needs, they may also be linked to additional services such as financial, food, and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, and domestic violence shelters.
8. Services are provided by staff with limited caseloads to assure that HFTC Home Visitors have an adequate amount of time to spend with each family to meet their unique and varying needs and to plan for future activities.
9. Service providers are selected because of their personal characteristics (*i.e.*, non-judgmental, compassionate, ability to establish a trusting relationship, etc.), their willingness to work in or their experience working with culturally-diverse communities, and their skills to do the job.
10. Service providers have a framework, based on education or experience, for handling the variety of situations they may encounter when working with at-risk families. All service providers receive basic training in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and services in their community.
11. Service providers receive ongoing, effective supervision so that they are able to develop realistic and effective plans to empower families to meet their objectives; to understand why a family may not be making progress and how to work with the family more effectively; and to express their concerns and frustrations so that they can see that they are making a difference and in order to avoid stress-related burnout.

12. HFTC utilizes program tools for building protective factors in the family unit such as parental resilience, nurturing and attachment, social connections, knowledge of parenting and child development, effective problem solving, communication skills, social and emotional competence of children, and healthy marriages/healthy parenting partners to the families within the program to prevent child maltreatment.
13. The staff receive intense training on community resources, dynamics of child abuse and neglect, confidentiality, professional boundaries, cultural sensitivity, family functioning, universal health precautions, mental health, and communication skills.

HFTC program efficiencies include:

- HFTC is accredited by Healthy Families America, a nationally recognized, evidence-based home visiting program model. It is the primary home visiting model best equipped to work with families who may have histories of trauma, intimate partner violence, mental health and/or substance abuse issues. [www.healthyfamiliesamerica.org](http://www.healthyfamiliesamerica.org)
- HFTC uses an evidence-based curriculum, Growing Great Kids, which has been endorsed by Healthy Families America. The curriculum was designed with a strong focus on the parent-child relationship and includes a strong child development and bonding and attachment focus. [www.greatkidsinc.org](http://www.greatkidsinc.org)
- HFTC uses the ASQ-3 (The Ages and Stages Questionnaire) evidence based assessment tool, which is a highly reliable and valid developmental and social-emotional screening tool. [www.agesandstages.com](http://www.agesandstages.com)
- HFTC services help to reduce child maltreatment, increase utilization of prenatal care, improve parent-child interaction and school readiness, increase access to primary care medical services and increase immunization rates.
- Services are provided in-home to reduce the barriers to accessing services.
- Services begin prenatally or very shortly after the baby's birth and are long-term lasting up to three years.
- Home Visitors meet regularly with families (weekly, bi-weekly, then monthly).
- Family focused events are held throughout the year (graduation ceremonies, holiday celebrations, support groups).
- HFTC staff members have been trained as breastfeeding peer counselors and the program includes breastfeeding support and education during home visits. In addition, staff work with moms who are having breastfeeding challenges.
- HFTC staff have been trained in the Period of Purple Crying and provide education to families on preventing Shaken Baby Syndrome.

#### 4. Service coordination and collaboration strategies:

HFTC collaborates effectively with local community partners who also serve families in order to avoid duplication of services and strategize new ways to create a safety net for families in crisis and encourage self-sufficiency.

HFTC supervisors participate in quarterly network meetings with Success By 6 (SB6) for home visiting collaboration efforts with the goal of increasing the number of families in poverty to participate in parenting education and child development. Those agencies that participate in this coalition include but are not limited to: Any Baby Can-Nurse Family Partnership, United Way, Avance, Child Incorporated, Lifeworks, and Reading is Fundamental (RIF). Those individuals that attend these meetings have a shared responsibility to improve access to research-based home visiting and parent education services to families with children under the

age of five (5). Attendance at these meetings allows the supervisors to keep abreast of the newest trends, statistics and evidence-based data, information, and practices.

HFTC supervisors also attend the Regional Healthcare Coverage Collaborative (RHCC) community meetings to obtain current resource information, agency announcements, and legislative updates. The HFTC Expansion staff collaborate with the City of Austin and other 1115 waiver recipients through monthly meetings and work groups. Meetings include coordination and collaboration on outreach strategies, referral systems, community resources, and service provision.

## 5. OUTPUT Performance

<u>OUTPUT # 1 (1115 Waiver Output)</u>	<u>City Funded</u> Annual Goal	<u>All Other</u> <u>Funding</u> <u>Sources</u> Annual Goal	<u>TOTAL</u> (City Funded+ All Other) Annual Goal
Total number of unduplicated clients served*	20	24 MIECHV	44
Total number of assessments completed	60	NA	60

\*In order to be consistent with all Healthy Families reporting, starting in FY18, the program will report on number of families rather than individuals. For FY17, the number served included all individuals within the family. This change makes it appear that the goal has decreased; however, it is just being counted in a different way.

## 6. OUTCOME Performance Measures

Total Program Performance – OUTCOME # 1	<u>Total</u> <u>Program</u> <u>Annual Goal</u>	If <u>not</u> reported <u>every</u> Quarter, in which Quarter(s)?
Number of children who received their last recommended well child visit based on the AAP (American Academy of Pediatrics) schedule. (numerator)	30	Q4
Total number of children served in home visiting who had a well-child visit due during the reporting period. (denominator)	38	
Percentage of children served in home visiting who received their last recommended well child visit based on the AAP (American Academy of Pediatrics) schedule. (outcome rate)	80%	
Total Program Performance – OUTCOME # 2	<u>Total</u> <u>Program</u> <u>Annual Goal</u>	If <u>not</u> reported <u>every</u> Quarter, in which Quarter(s)?
Number of families whose parent-child interaction improves. (numerator)	35	Q4
Total number of families served in home visiting who were evaluated at least twice during the reporting period using the Cheers Check In Tool (CCI) (denominator)	44	
Percentage of families served in home visiting whose parent-child interaction improves. (outcome rate)	80%	

## 7. Community planning activities:

The HFTC FAW and supervisor provide ongoing information/outreach to the community referral sources on an ongoing basis. They conduct informative presentations regarding program services and referral criteria to existing and new referral partners. The FAW and supervisor participate in agency community fairs and conducts presentations to various community agencies.

HFTC supervisors represent the department and the program in the community to build and maintain positive working relationships with other organizations. Supervisors maintain and enhance communication outreach efforts in the community, including program events, newsletter, website, conferences, presentations and networking.

HFTC supervisors participate in quarterly community meetings with various community agencies to address the target population served, child development and child mental health. The HFTC program administrator helped found and serves as a co-chair of Parents Forward, a community collaboration focused on increasing the quality and availability of evidence-based parent education and training programs within Travis County.

## 8. Program Evaluation Plan

- Performance Evaluation:

Policies and procedures are guiding practices that support staff in informed decision making. HFTC organizes its guidelines around the critical elements, which have been an important component in developing consistent and quality standards of operation.

HFTC FSWs maintain a record on whether the families are achieving program goals. Quarterly reports are completed on the results of whether families:

- Use a consistent medical provider in order to increase overall family health and functioning;
- Value preventive medical care by keeping well child checks and immunizations current;
- Provide a caring and stimulating home environment to promote healthy development; and
- Learn developmentally appropriate discipline techniques to promote positive parent-child relationship.

HFTC tracks its Healthy Families America accreditations outcomes and standards on a quarterly basis. HFTC reports this information to the Healthy Families Travis County Advisory Board on a quarterly basis. The supervisors meet twice a month for a performance analysis and to collect the reports and data. HFTC uses the FamilyWise data system to capture information on the participants for intake, screening, and assessments. The Home Visitors utilize this system on a daily basis to document the activities of their home visit and their observations of the parent-child relationship. The program supervisors are responsible for collecting and reporting performance outcomes to the advisory committee and program administrator of the home visiting program.

Parent Surveys are provided to the families annually to obtain feedback on the services that they receive. Supervisors make phone calls to families or accompany staff on home visits to monitor the quality improvement effort.

Program performance is reported to the City of Austin Public Health quarterly.

- Quality Improvement:

The quality improvement plan designed for HFTC to address problems or other issues within the service delivery consists of weekly supervision sessions and bi-monthly team meetings with staff. The supervisors meet regularly to discuss service delivery concerns and program development. They evaluate the overall program functioning, including employee's performance and families input. Additionally, supervisors ensure program compliance with the department and Healthy Families America standards, including investigating client or community complaints.

Supervisors offer program reviews and training during the team meetings in order to enhance staff skills so that they can be successfully integrated collectively into the social service delivery systems and enhance program goals. Staff are given the opportunity during team meetings or individual supervision to discuss their satisfaction about their work. In addition, supervisors will recommend the use of online training and technical assistance to address other staff concerns and encourage staff development and growth.

The program will strive to maintain full caseloads while continuing to enroll new families in a timely manner. Supervisors will monitor caseloads regularly in order to ensure that families' needs are met and to ensure that staff are effectively managing their workload. If the program staff have full caseloads, new families will not be able to be enrolled. In order to maintain quality and fidelity to the Healthy Families America model, HFTC cannot enroll new families if the program staff have full caseloads. This standard is in place to ensure that all families receive high quality services. Program Full status may be used in order to maintain the programs commitment to quality.

## PROGRAM PERFORMANCE MEASURES

Social Service Contracts – City of Austin

### OUTPUT MEASURES

<u>OUTPUT # 1</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
Total Number of Unduplicated Clients Served	20	24	44

<u>OUTPUT # 2</u> (Optional)	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Total number of assessments completed	60	0	60

<u>OUTPUT # 3</u> (Optional)	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
			0

<u>OUTPUT # 4</u> (Optional)	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
			0

### OUTCOME (RESULTS) MEASURES

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
<small>(numerator)</small> Number of children who received their last recommended well-child visit based on the AAP (American Academy of Pediatrics) schedule. +	30
<small>(denominator)</small> Total number of children served in home visiting who had a well-child visit due during the reporting period. +	38
<small>(outcome rate)</small> Percentage of children served in home visiting who received their last recommended well-child visit based on the AAP (American Academy of Pediatrics) schedule. +	80.00%

Total Program Performance – OUTCOME # 2 (Optional)	Total Program Annual Goal
<small>(numerator)</small> Number of families whose parent-child interaction improves.	35
<small>(denominator)</small> Total number of families served in home visiting who were evaluated at least twice during the reporting period using the Cheers Check In Tool. +	44
<small>(outcome rate)</small> Percentage of families served in home visiting whose parent-child interaction improves. +	80.00%

## **PROGRAM PERFORMANCE MEASURES**

Social Service Contracts – City of Austin

Total Program Performance – OUTCOME # 3 (Optional)	Total Program Annual Goal
(numerator)	
(denominator)	
(outcome rate)	0.00%

Total Program Performance – OUTCOME # 4 (Optional)	Total Program Annual Goal
(numerator)	
(denominator)	
(outcome rate)	0.00%

*(If approved for additional Output or Outcome measures, use additional pages and re-number accordingly)*

**PROGRAM BUDGET**  
Social Service Contracts – City of Austin

Program's Line Item Budget	Requested CITY OF AUSTIN Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
<b>PERSONNEL</b>			
1. Salaries and Benefits	\$ 137,977	\$ 223,826	\$ 361,803
<b>A. Subtotals: PERSONNEL</b>	<b>\$ 137,977</b>	<b>\$ 223,826</b>	<b>\$ 361,803</b>
<b>OPERATING EXPENSES</b>			
2. General Operating Expenses	\$ 11,523	\$ 21,374	\$ 32,897
3. Program Subcontractors			\$ 0
4. Staff Travel			\$ 0
5. Conferences/Seminars		\$ 4,800	\$ 4,800
<b>B. Subtotals: OPERATING EXPENSES</b>	<b>\$ 11,523</b>	<b>\$ 26,174</b>	<b>\$ 37,697</b>
<b>DIRECT ASSISTANCE for PROGRAM CLIENTS</b>			
6. Food/Beverage for Clients	\$ 500	\$ 0	\$ 500
7. Financial Assistance for Clients	\$ 0	\$ 0	\$ 0
8. Other (describe)	\$ 0	\$ 0	\$ 0
<b>C. Subtotals: DIRECT ASSISTANCE</b>	<b>\$ 500</b>	<b>\$ 0</b>	<b>\$ 500</b>
<b>CAPITAL OUTLAY (with per Unit Cost <u>greater than \$5,000 ONLY</u>)</b>			
9. Capital Outlay	\$ 0	\$ 0	\$ 0
<b>D. Subtotals: CAPITAL OUTLAY</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>TOTALS</b>			
<b>GRAND TOTALS (A + B + C + D)</b>	<b>\$ 150,000</b>	<b>\$ 250,000</b>	<b>\$ 400,000</b>
<b>PERCENT SHARE of Total for Funding Sources:</b>	<b>38.00%</b>	<b>62.00%</b>	<b>100%</b>



**PROGRAM BUDGET**  
Social Service Contracts – City of Austin

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	Salaries - staff working directly in the program. Benefits include FICA, Medicare, Workers Comp, Retirement, Life Insurance, Medical Insurance, Longevity pay.
<b>OPERATING EXPENSES</b>	
2. General Operating Expenses	Office supplies, Cell phone allowance, Family supplies, meeting supplies, Child Development materials, Child and Family Supplies (pack and plays, car seats, strollers, baby slings, pumps, diapers, etc.), Mileage reimbursement, Database usage for Expansion staff, Staff travel and training/conferences within Travis County, Healthy Families America Affiliation Fee and Software license, program curriculum materials. Other Funding: Office Supplies; database usage monthly fee; cell phones; wireless cards; routine mileage; local conference registration; indirect costs
3. Program Subcontractors	NA
4. Staff Travel	No anticipated out of state travel for staff for FY19. All current staff are fully trained in the program model and curriculum.
5. Conferences/Seminars/Training	No anticipated out of state training or travel for staff for FY19. All current staff are fully trained in the program model and curriculum.

**PROGRAM BUDGET**  
Social Service Contracts – City of Austin

DIRECT ASSISTANCE	
6. Food/Beverage for Clients	Food and beverage for client events.
7. Financial Assistance for Clients	NA
8. Other ( <i>specify</i> )	NA
CAPITAL OUTLAY	
9. <u>Capital Outlay</u>	NA



## **M E M O R A N D U M**

**City of Austin  
Financial Services Department  
Purchasing Office**

**DATE:** April 3, 2018  
**TO:** Memo to File  
**FROM:** John Hilbun, Contract Mgmt Specialist IV  
**RE:** MA 9100 NI180000009 \*\*\*Travis County\*\*\*

This Interlocal Agreement was created by the legal staff of Austin Public Health and is administered by of Austin Public Health Social Services Department. This Interlocal Agreement was approved by Austin City Council on 10/05/17, #12.

All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this contract other than the creation of the payment mechanism for accounting purposes.



## MEMORANDUM

**TO:** Sara Hensley, Interim Assistant City Manager  
**THRU:** Anne L. Morgan, City Attorney *AM*  
**FROM:** Allyson Evans, Assistant City Attorney *AE*  
**DATE:** March 14, 2018  
**RE:** Travis County Healthy Families Program Interlocal Agreement

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Please find attached for your signature a copy of the above referenced Interlocal Agreement (ILA) with Travis County for the Healthy Families Program, which will provide home visiting services to support the needs of first-time parents.

On October 5, 2017, Council approved the negotiation and execution of an ILA with Travis County for early childhood services for an initial 12-month term in an amount not to exceed \$250,000, with one, 12-month extension option not to exceed \$150,000, for a total contract amount not to exceed \$400,000. This ILA is approved as to legal form and is within your authority to sign.



INTERLOCAL COOPERATION AGREEMENT BETWEEN

THE CITY OF AUSTIN  
AND  
TRAVIS COUNTY  
FOR

Healthy Families Program

AGREEMENT NO. N11800000049 -JH

AGREEMENT AMOUNT: \$250,000.00 for Initial Term and \$150,000 for Renewal Term

This agreement for the Healthy Families program (Agreement) is made by and between the City of Austin (the City) acting by and through its Austin Public Health department (APH), a home-rule municipality incorporated by the State of Texas, and Travis County acting by and through its Health and Human Services department (Grantee), a political subdivision of the State of Texas, having offices at 502 E. Highland Mall Blvd., Austin, Texas 78701.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

**1.1 Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the terms and conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Exhibit A.1, Program Work Statement.

**1.2 Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in Exhibit A.1. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

**1.3 Responsibilities of the City.** The City's Agreement Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement, attached as Exhibit A.1. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Agreement Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Agreement Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

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

**1.4.1 The City's Agreement Manager or designee:**

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed, and
- determine whether the reports submitted by Grantee comply with the terms of this Agreement, and give Grantee necessary additional information.

**1.4.2 Grantee's Agreement Manager or designee,** shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Agreement Manager.



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

## SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be in effect for a term of twelve (12) months beginning October 1, 2017 through September 30, 2018 (the Initial Term) and may be extended thereafter for up to one (1) additional twelve (12) month period (a Renewal Term), subject to the written approval of the Grantee and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the Initial Term or any Renewal Term, the Grantee 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, renegotiate, or complete the project (not to exceed one hundred and twenty (120) calendar days unless mutually agreed upon in writing).

## SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Exhibit A.1 in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

## SECTION 4. COMPENSATION AND REPORTING

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the Initial Term shall not exceed the amount approved by City Council, which is \$250,000.00 (Two Hundred Fifty Thousand dollars), and \$150,000.00 (One Hundred Fifty Thousand dollars) for an optional Renewal Term, for a total Agreement amount of \$400,000.00. Continuation of the Agreement beyond the Initial Term is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

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

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

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

4.1.1.2 Transfers between or among the approved budget categories in excess of ten percent (10%) or more than \$50,000 (Fifty Thousand dollars) will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above in addition to the condition set forth in Section 4.1.1.2 (i) below.

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

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

4.1.2.1 For the Program Period of 10/01/2017 through 09/30/2018, the payment from the City to the Grantee shall not exceed \$250,000.00 (Two Hundred Fifty Thousand dollars).

4.2 **Requests for Payment.** Payment to the Grantee shall be due thirty (30) calendar days following receipt by the City of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure

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

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

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

4.2.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

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

#### **4.3 Payment.**

4.3.1 All requests accepted and approved for payment by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

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

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

4.3.3.1 delivery of unsatisfactory services by the Grantee;

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

4.3.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment;

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

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

4.3.3.6 failure of the Grantee to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.



4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

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

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

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

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

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Grantee, 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 Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

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

#### 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

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

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

4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within five (5) business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.7.5 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been



spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

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

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

#### **4.8 Allowable and Unallowable Costs.**

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

4.8.1 **Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only. Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to thirty (30) days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST five (5) business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

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

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

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

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)

6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically not allowable with City funds under this Agreement.

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

#### 4.9 Reports.

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

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

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

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

4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

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

#### **4.10 Grantee Policies and Procedures.**

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

4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within fourteen (14) calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within fourteen (14) calendar days of their approval by the Grantee's governing body.

#### **4.11 Monitoring and Evaluation.**

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

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

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

#### **4.12 Financial Audit of Grantee.**

4.12.1 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's



opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

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

4.12.4 Grantee must submit one (1) governing body-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within two hundred and seventy (270) calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

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

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

- i. Grantee's governing body Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

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

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

**4.12.9 Right To Audit By Office of City Auditor.**

4.12.9.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to

cooperate with this audit provision. The Grantee shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

#### **4.13 Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, is vested with the City and such property shall, upon termination of the Agreement, be delivered to the City upon request, unless earlier conveyed to the Grantee pursuant to Section 4.13.4 below.

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

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

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

### **SECTION 5. TERMINATION**

5.1 **Right To Assurance.** Whenever one party to the Agreement 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 Agreement.

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

5.3 **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, 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 Grantee on probation for a specified period of time within which the Grantee 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 Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to five (5) years and any Offer submitted by the Grantee 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 Grantee'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 Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

**5.4 Termination Without Cause.** Both parties shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar-days prior written notice. Upon receipt of a notice of termination from the City, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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

## **SECTION 6. OTHER DELIVERABLES**

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

### **6.1.1 General Requirements**

**6.1.1.1** The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

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

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

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

**6.1.1.5** The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

**6.1.1.6** The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

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

City of Austin  
Austin Public Health  
ATTN: Contract Management Team  
P. O. Box 1088  
Austin, Texas 78767

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

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

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

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement 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 Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

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

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

**6.1.2 Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, 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 Grantee.

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

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



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

**6.1.2.2 Business Automobile Liability Insurance.**

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

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

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
- 6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

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

- 6.1.2.3.1 The Grantee's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

**6.1.2.4 Professional Liability Insurance.**

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

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

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

**6.1.2.6 Directors and Officers Insurance.** Directors and Officers insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance



shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

**6.1.2.7 Property Insurance.** If the 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.

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

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

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

## **6.2 Equal Opportunity.**

**6.2.1 Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No bid submitted to the City shall be considered, nor any purchase order issued, or any agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

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

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

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

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

## **SECTION 7. WARRANTIES**

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

**7.2 Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

## **SECTION 8. MISCELLANEOUS**

**8.1 Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under eighteen (18) years of age, seniors fifty-five (55) years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors fifty-five (55) years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

**8.2 Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, 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.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City. (Source: City of Austin Ordinance 20051201-013)

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

**8.4 Indemnification.** Intentionally deleted.

**8.5 Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Grantee. 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.

**8.6 Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide



disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

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

To the City	To the Grantee	With copy to:
City of Austin Austin Public Health Community Services Division	Travis County	City of Austin Austin Public Health
ATTN: Donna Sundstrom, Assistant Director	ATTN: Sherri Fleming	ATTN: Stephanie Hayden, Acting Director
7201 Levander Loop, Bldg. E Austin, TX 78702	502 E. Highland Mall Blvd. Austin, TX 78701	7201 Levander Loop, Bldg. E Austin, TX 78702

**8.8 Confidentiality.** In order to provide the deliverables to the City, Grantee 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"). Grantee 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 Grantee (including its employees, Subgrantees, 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 Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**8.9 Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

**8.10 No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement 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 Grantee 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 Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**8.11 Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement 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 Grantee in providing such gratuities.

**8.12 Prohibition Against Personal Interest in Agreements.** 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 Agreement 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 Grantee shall render the Agreement voidable by the City.

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

**8.14 Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement 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 Agreement.

**8.15 Waiver.** No claim or right arising out of a breach of the Agreement 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 Grantee 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 Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**8.16 Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

**8.17 Interpretation.** The Agreement 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 Agreement. Although the Agreement 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 (UCC), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

**8.18 Dispute Resolution.**

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

**8.18.2** If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee 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 Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement



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 Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

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

MBE/WBE goals do not apply to this Agreement.

**8.20 Living Wage Policy**

[Reserved]

**8.21 Subgrantees.**

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

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

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

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

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, 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 Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than ten (10) days after receipt of payment from the City.

**8.22 Jurisdiction and Venue.** The Agreement 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 Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**8.23 Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement 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 Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

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

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Marlin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

**8.26 Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

**8.27 Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

**8.28 HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-



compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 **Business Associate Agreement.** If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E. The Parties agree that a Business Associate Agreement is not applicable to this Agreement.

8.29 **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving Individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

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

TRAVIS COUNTY

Signature: \_\_\_\_\_

Sarah Eckhardt  
County Judge

Date: \_\_\_\_\_

FEB 27 2018

CITY OF AUSTIN

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

~~PURCHASING OFFICE~~ ASST. CITY MANAGER  
INTERIM

Date: \_\_\_\_\_

3-19-18

## **EXHIBITS**

### **Exhibit A – Program Forms**

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

### **Exhibit B – Program Budget Forms**

- B.1 Program Budget and Narrative
- B.2 Program Subgrantees (Not applicable)

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

**Exhibit D – Homeless Management Information System (HMIS) Reporting Requirements  
(Not Applicable)**

**Exhibit E – Business Associate Agreement – Intentionally Deleted.**

*[Handwritten signature]*

*[Handwritten text]*



## **EXHIBIT A.1: PROGRAM WORK STATEMENT**

**Agency: Travis County Health & Human Services Department**

**Program: Healthy Families Travis County Expansion Project**

### **1. Program goals and objectives:**

The Healthy Families Travis County (HFTC) Expansion program provides home visiting services to support the needs of first-time parents within the primary target population of the African American community. Due to the high rates of infant mortality and low birth weight prevalent in African-American families in Travis County, one of the goals of HFTC program is to address both of these issues by improving access to comprehensive services, reducing barriers to access, integrating services into the management and service delivery system that are culturally competent, family centered, strength based and relationship focused. Serving a higher percentage of African-American families will address the disparity of over representation of African-American families and children in the protective services system.

HFTC program goals include:

- Engage African American families overburdened by health disparities in home visiting services prenatally or at birth;
- Cultivate and strengthen nurturing parent-child relationships and promote healthy growth and development of the child;
- Connect families with community resources and monitor the development of participating infants and children;
- Link families to a medical provider and ensure proper immunizations and well-child checks;
- Enhance family functioning by reducing the risks, overcoming barriers and building protective factors;
- Improve birth outcomes and the family's nutritional status; and
- Decrease infant mortality and low birth weight rates.

### **2. HFTC program clients served:**

The early years are both the most critical and the most vulnerable time in any child's development; therefore, the nurturing experiences during the first three years help children form healthy relationships, read and understand social cues and stimulate their intellectual development.

The Expansion of the HFTC program will continue to serve pregnant and first time parents through intensive home visiting services. The program will also serve moms who are having their second child when there is a determined need for the services.

HFTC program services will focus on those families that reside in Austin and/or Travis County, including targeted and unincorporated areas within Travis County. There is no income eligibility requirement to be enrolled into the program; however, outreach will focus on low-income families including those who are Medicaid eligible and uninsured. Services are voluntary but require a commitment to maintain visits within the home environment in order to build on

strengths and resources. Services begin during the mother's pregnancy and may continue until the youngest child reaches three years of age.

HFTC currently provides services in various zip codes in north, south, and east Travis County. HFTC will continue to expand its service area to include those families targeted within the expansion project.

### **3. Program services and delivery:**

HFTC is nationally accredited by Healthy Families America and Prevent Child Abuse America. The program is one of only three (3) programs in Texas to hold this honor for adherence to best practices. The program follows the home visiting model developed by Healthy Families America and supported by Prevent Child Abuse America and adheres to the critical elements, which provide the framework for program development and implementation. All HFTC staff receive intensive training in the use and implementation of this model in order to offer the best and the most appropriate services for each family's unique situation.

HFTC implements the Growing Great Kids Curriculum (GGK), an evidence-based curriculum that is promoted by Healthy Families America. This parenting and child development curriculum focuses on parent-child relationships and promotes healthy child growth and development. HFTC works closely with families to offer parenting education, child development screenings and helpful community resource information including group support in order to enhance the overall family functioning.

HFTC Expansion staff includes a supervisor, one (1) family assessment worker (FAW) and one (1) family support worker (FSW) (Home Visitor). Additional staff may be utilized to enhance services and meet the Austin Public Health and/ or the 1115 waiver requirements. HFTC will be receiving Maternal, Infant, and Early Childhood Home Visiting (MIECHV) funding for fiscal year 2018, which will fund two (2) additional family support worker positions to serve within the HFTC Expansion project. All staff have completed Healthy Families America core training as well as training in the program curriculum. The program supervisor supervises the FAW and FSW.

The FAW provides community outreach and education and engages families for enrollment into the program. In addition, the FAW completes assessments of those families referred to the program. The FSW provides home-visiting services for the enrolled families by making frequent home visits (weekly, bi-weekly, and monthly depending on the level). During home visits, FSWs provide support, training, and connections to resources. They implement the program's evidence-based curriculum and work to ensure immunizations and well-child checks are complete, as well as provide ongoing developmental screenings and referrals when there is a developmental delay. The HFTC program provides additional services such as breastfeeding education and support, Period of Purple Crying education, depression screenings, and referrals to community resources as needed.

The FAW completes at least ten (10) to twelve (12) assessments per month and the FSW maintains a caseload of twelve (12) to twenty (20) families, depending on the level of families. New families are seen weekly, thus a caseload of new families would include a maximum of twelve (12).

HFTC adheres to the following Critical Elements:

- 1. Initiate services prenatally or at birth.**

2. Use a standardized (*i.e.*, in a consistent way for all families) assessment tool to systematically identify families who are most in need of services. This tool assesses the presence of various factors associated with increased risk for child maltreatment or other poor childhood outcomes (*i.e.*, social isolation, substance abuse, parental history of abuse in childhood).
3. Offer services voluntarily and use positive outreach efforts to build family trust.
4. Offer services intensively (*i.e.*, at least once a week) with well-defined criteria for increasing or decreasing frequency of service and over the long-term (*i.e.*, three to five years).
5. Services are culturally competent such that the staff understands, acknowledges, and respects cultural differences among participants; staff and materials reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
6. Services focus on supporting the parent as well as supporting parent-child interaction and child development.
7. At a minimum, all families are linked to a medical provider to assure optimal health and development (*i.e.*, timely immunizations, well-child care, etc.) Depending on the family's needs, they may also be linked to additional services such as financial, food, and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, and domestic violence shelters.
8. Services are provided by staff with limited caseloads to assure that HFTC Home Visitors have an adequate amount of time to spend with each family to meet their unique and varying needs and to plan for future activities.
9. Service providers are selected because of their personal characteristics (*i.e.*, non-judgmental, compassionate, ability to establish a trusting relationship, etc.), their willingness to work in or their experience working with culturally-diverse communities, and their skills to do the job.
10. Service providers have a framework, based on education or experience, for handling the variety of situations they may encounter when working with at-risk families. All service providers receive basic training in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and services in their community.
11. Service providers receive ongoing, effective supervision so that they are able to develop realistic and effective plans to empower families to meet their objectives; to understand why a family may not be making progress and how to work with the family more effectively; and to express their concerns and frustrations so that they can see that they are making a difference and in order to avoid stress-related burnout.

HFTC utilizes program tools for building protective factors in the family unit such as parental resilience, nurturing and attachment, social connections, knowledge of parenting and child development, effective problem solving, communication skills, social and emotional competence



of children, and healthy marriages/healthy parenting partners to the families within the program to prevent child maltreatment.

The staff receive intense training on community resources, dynamics of child abuse and neglect, confidentiality, professional boundaries, cultural sensitivity, family functioning, universal health precautions, mental health, and communication skills.

HFTC program efficiencies include:

- HFTC is accredited by Healthy Families America, a nationally recognized, evidence-based home visiting program model. It is the primary home visiting model best equipped to work with families who may have histories of trauma, intimate partner violence, mental health and/or substance abuse issues. [www.healthyfamiliesamerica.org](http://www.healthyfamiliesamerica.org)
- HFTC uses an evidence-based curriculum, Growing Great Kids, which has been endorsed by Healthy Families America. The curriculum was designed with a strong focus on the parent-child relationship and includes a strong child development and bonding and attachment focus. [www.greatkidsinc.org](http://www.greatkidsinc.org)
- HFTC uses the ASQ-3 (The Ages and Stages Questionnaire) evidence based assessment tool, which is a highly reliable and valid developmental and social-emotional screening tool. [www.agesandstages.com](http://www.agesandstages.com)
- HFTC services help to reduce child maltreatment, increase utilization of prenatal care, improve parent-child interaction and school readiness, increase access to primary care medical services and increase immunization rates.
- Services are provided in-home to reduce the barriers to accessing services.
- Services begin prenatally or very shortly after the baby's birth and are long-term lasting up to three years.
- Home Visitors meet regularly with families (weekly, bi-weekly, then monthly).
- Family focused events are held throughout the year (graduation ceremonies, holiday celebrations, support groups).
- HFTC staff members have been trained as breastfeeding peer counselors and the program includes breastfeeding support and education during home visits. In addition, staff work with moms who are having breastfeeding challenges.
- HFTC staff have been trained in the Period of Purple Crying and provide education to families on preventing Shaken Baby Syndrome.

#### 4. Service coordination and collaboration strategies:

HFTC collaborates effectively with local community partners who also serve families in order to avoid duplication of services and strategize new ways to create a safety net for families in crisis and encourage self-sufficiency.

HFTC supervisors participate in quarterly network meetings with Success By 6 (SB6) for home visiting collaboration efforts with the goal of increasing the number of families in poverty to participate in parenting education and child development. Those agencies that participate in this coalition include but are not limited to: Any Baby Can-Nurse Family Partnership, United Way, Avance, Child Incorporated, Lifeworks, and Reading is Fundamental (RIF). Those individuals that attend these meetings have a shared responsibility to improve access to research-based home visiting and parent education services to families with children under the age of five (5). Attendance at these meetings allows the supervisors to keep abreast of the newest trends, statistics and evidence-based data, information, and practices.

HFTC supervisors also attend the Regional Healthcare Coverage Collaborative (RHCC) community meetings to obtain current resource information, agency announcements, and legislative updates. The HFTC Expansion staff collaborate with the City of Austin and other 1115 waiver recipients through monthly meetings and work groups. Meetings include coordination and collaboration on outreach strategies, referral systems, community resources, and service provision.

#### 5. OUTPUT Performance

<u>OUTPUT # 1 (1115 Waiver Output)</u>	<u>City Funded</u> Annual Goal	<u>All Other</u> <u>Funding</u> <u>Sources Annual</u> Goal	<u>TOTAL</u> (City Funded+ All Other) Annual Goal
Total number of unduplicated clients served*	20	24 MIECHV	44
Total number of assessments completed	80	NA	80

\*In order to be consistent with all Healthy Families reporting, starting in FY18, the program will report on number of families rather than individuals. For FY17, the number served included all individuals within the family. This change makes it appear that the goal has decreased, however, it is just being counted in a different way.

#### 6. OUTCOME Performance Measures

Total Program Performance – OUTCOME # 1	<u>Total</u> <u>Program</u> <u>Annual Goal</u>	If <u>not</u> reported <u>every</u> Quarter, in which Quarter(s)?
Number of children who attend recommended well-child visits. (numerator)	30	Q4
Total number of children served in home visiting who had a well-child visit due during the reporting period. (denominator)	38	
Percentage of children served in home visiting who attended recommended well-child visits. (outcome rate)	80%	
Total Program Performance – OUTCOME # 2	<u>Total</u> <u>Program</u> <u>Annual Goal</u>	If <u>not</u> reported <u>every</u> Quarter, in which Quarter(s)?
Number of families whose parent-child interaction improves. (numerator)	35	Q4
Total number of families served in home visiting. (denominator)	44	
Percentage of families served in home visiting whose parent-child interaction improves. (outcome rate)	80%	

In addition, the HFTC program will continue to report on:



- Percentage of children who turned fifteen (15) months old during the measurement period and had six (6) or more well-child visits with a PCP during their first fifteen (15) months of life.
- Percentage of children two (2) years of age who had four (4) diphtheria, tetanus and acellular pertussis (DTaP); three (3) polio (IPV); one (1) measles, mumps and rubella (MMR); three (3) H influenza type b (HiB); three (3) hepatitis B (HepB); one (1) chicken pox (VZV); four (4) pneumococcal conjugate (PCV); one (1) hepatitis A (HepA); two (2) or three (3) rotavirus (RV); and two (2) influenza (flu) vaccines by their second birthday.
- Percentage of children screened for risk of developmental, behavioral and social delays using a standardized screening tool in the first three (3) years of life. This is a measure of screening in the first three (3) years of life that includes three (3), age-specific indicators assessing whether children are screened by twelve (12) months of age, by twenty-four (24) months of age and by thirty-six (36) months of age.

#### 7. Community planning activities:

The HFTC FAW and supervisor provide ongoing information/outreach to the community referral sources on an ongoing basis. They conduct informative presentations regarding program services and referral criteria to existing and new referral partners. The FAW and supervisor participate in agency community fairs and conducts presentations to various community agencies.

HFTC supervisors represent the department and the program in the community to build and maintain positive working relationships with other organizations. Supervisors maintain and enhance communication outreach efforts in the community, including program events, newsletter, website, conferences, presentations and networking.

HFTC supervisors participate in quarterly community meetings with various community agencies to address the target population served, child development and child mental health. The HFTC program administrator helped found and serves as a co-chair of Parents Forward, a community collaboration focused on increasing the quality and availability of evidence-based parent education and training programs within Travis County.

#### 8. Program Evaluation Plan

- Performance Evaluation:

Policies and procedures are guiding practices that support staff in informed decision making. HFTC organizes its guidelines around the critical elements, which have been an important component in developing consistent and quality standards of operation.

HFTC FSWs maintain a record on whether the families are achieving program goals. Quarterly reports are completed on the results of whether families:

- Use a consistent medical provider in order to increase overall family health and functioning;
- Value preventive medical care by keeping well child checks and immunizations current;



- Provide a caring and stimulating home environment to promote healthy development; and
- Learn developmentally appropriate discipline techniques to promote positive parent-child relationship.

HFTC tracks its Healthy Families America accreditations outcomes and standards on a quarterly basis. HFTC reports this information to the Healthy Families Travis County Advisory Board on a quarterly basis. The supervisors meet twice a month for a performance analysis and to collect the reports and data. HFTC uses the FamilyWise data system to capture information on the participants for intake, screening, and assessments. The Home Visitors utilize this system on a daily basis to document the activities of their home visit and their observations of the parent-child relationship. The program supervisors are responsible for collecting and reporting performance outcomes to the advisory committee and program administrator of the home visiting program.

Parent Surveys are provided to the families annually to obtain feedback on the services that they receive. Supervisors make phone calls to families or accompany staff on home visits to monitor the quality improvement effort.

Program performance is reported to the City of Austin Austin Public Health quarterly and in April and October as required by the 1115 Waiver project as administered by Central Health, State of Texas Health and Human Services Commission (HHSC) and Federal Centers for Medicare and Medicaid (CMS).

- Quality Improvement:

The quality improvement plan designed for HFTC to address problems or other issues within the service delivery consists of weekly supervision sessions and bi-monthly team meetings with staff. The supervisors meet regularly to discuss service delivery concerns and program development. They evaluate the overall program functioning, including employee's performance and families input. Additionally, supervisors ensure program compliance with the department and Healthy Families America standards, including investigating client or community complaints.

Supervisors offer program reviews and training during the team meetings in order to enhance staff skills so that they can be successfully integrated collectively into the social service delivery systems and enhance program goals. Staff are given the opportunity during team meetings or individual supervision to discuss their satisfaction about their work. In addition, supervisors will recommend the use of online training and technical assistance to address other staff concerns and encourage staff development and growth.

The program will strive to maintain full caseloads while continuing to enroll new families in a timely manner. Supervisors will monitor caseloads regularly in order to ensure that families' needs are met and to ensure that staff are effectively managing their workload. If the program staff have full caseloads, new families will not be able to be enrolled. In order to maintain quality and fidelity to the Healthy Families America model, HFTC cannot enroll new families if the program staff have full caseloads. This standard is in place to ensure that all families receive high quality services. Program Full status may be used in order to maintain the programs commitment to quality.

**Program Performance Measures**Contract Start  
10/1/2017Contract End  
9/30/2018Period Performance Start  
10/1/2017Period Performance End  
9/30/2018**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	20	24	44
2	Total Number of Assessments Completed	20		80

**Program Performance Measures**Contract Start  
10/1/2017Contract End  
9/30/2018Period Performance Start  
10/1/2017Period Performance End  
9/30/2018**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals demonstrating improved life skill(s)	35
1 Den	Number of individual's participating in the activity	44
1 Rate	Percent of individuals who demonstrate improved life skills	79.55
2 Num	Number of children who attend recommended well-child visits.	30
2 Den	Total number of children served in home visiting who had a well-child visit due during the reporting period.	38
2 Rate	Percentage of children served in home visiting who attended recommended well-child visits.	78.95

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

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

#### GENERAL

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

#### IDENTITY

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

#### RESIDENCY

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



# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) ([www.usps.com](http://www.usps.com))

#### INCOME

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

#### (1) Included Income:

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

#### (2) Excluded Income:

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

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
  - (E) One-time insurance payments or compensation for injury;
  - (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
  - (G) Food or housing received in lieu of wages;
  - (H) The value of food and fuel produced and consumed on farms;
  - (I) The imputed value of rent from owner-occupied non-farm or farm housing;
  - (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
  - (K) Housing assistance and combat zone pay to the military;
  - (L) Veterans (VA) Disability Payments;
  - (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
  - (N) Child support payments.
- Client income amounts must reflect *Gross Income*, before any deductions
  - If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
  - Income documentation requirement
    - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
    - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

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

Program Budget and Narrative

Exhibit B.1 - Program Budget and Narrative  
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	\$237,000.00	\$190,000.00	\$327,000.00
General Op. Expenses	\$13,049.00	\$23,557.00	\$36,606.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$4,000.00	\$5,750.00	\$9,750.00
Conferences	\$5,013.00	\$2,276.00	\$7,289.00
Operations SubTotal	\$22,062.00	\$31,583.00	\$53,645.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$250,000.00	\$150,000.00	\$400,000.00

Detailed Budget Narrative

Salaries plus Benefits

2 Case Workers at \$40K

1 Social Service Manager at \$60K

Benefits include 2 COLA, FICA, Medicare, HIPAA, Life Insurance, Retirement, and HCA

General Op Expenses

Office Supplies, Cell phone, insurance, software, travel, and postage

Program Subgrantees

\$0

Staff Travel

Mileage, hotel, meals

Conferences

Registration to attend certification training

Food and Beverage

\$0

Financial Assistance

\$0

Other Assistance

\$0

Capital Outlay

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*Program Budget and Narrative*

1

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Last Modified, If Applicable: 12/15/2017 4:19:00 PM



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

**City of Austin, Texas  
Human Rights Commission**

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

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

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

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

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

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

**City of Austin  
Minimum Standard Non-Discrimination In Employment Policy:**

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

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

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for*

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

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

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

**Sanctions:**

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

**Term:**


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

Dated this 27 day of FEBRUARY 2018

CONTRACTOR

Authorized  
Signature

Title

  
SARAH ELKHART  
COUNTY JUDGE