MEMORANDUM

TO: File

FROM: Sydney Ceder, Procurement Specialist III

DATE: August 14, 2018

SUBJECT: MA 7300 NN180000011

The Master Agreement was created and administered by the TARA Department. The Purchasing Office is not responsible for any procurement actions taken for this Master Agreement Contract other than the creation of the payment mechanism for accounting purposes.

Program Cover Page

Contract Start Date	7/1/2018	***Contract End Date***	6/30/2019
Period Start Date	7/1/2018	***Period End Date***	6/30/2019

Agency Legal Name Austin Speech Labs Inc

Agency dba, If Any

Tax ID Number 26-2137242

Program Name GTOPs 2018 - Intensive Communication Therapy

Contract Start Date 7/1/2018

Contract End Date 6/30/2019

Program Payee Address

Street 7800 Shoal Creek Blvd. Suite 136 - S

City Austin

State TX

Zip 78757

Program Physical Address

Street 7800 Shoal Creek Blvd. Suite 136 - S

City Austin

State TX

Zip 78757

Program Director

Name Shilpa Shamapant

Phone (512)294-6300

Fax (512)900-7977

Email shilpa@austinspeechlabs.org

Program Financial Contact Person

Name Beth Rindfuss

Phone (512)992-0575

Fax (512)900-7977

Email staff@austinspeechlabs.org

Created *6/22/2018 9:00:00 AM* ***Last Modified, If Applicable*** *6/22/2018 9:26:00 AM*

AGREEMENT BETWEEN

THE CITY OF AUSTIN
AND
AUSTIN SPEECH LABS INC.

FOR

THE GRANT FOR TECHNOLOGY OPPORTUNITIES PROGRAM (GTOPs)

AGREEMENT NO. NN1800000 11

This Agreement is made by and between the City of Austin ("the City") acting by and through its Telecommunications & Regulatory Affairs Office ("TARA"), a home-rule municipality incorporated by the State of Texas, and Austin Speech Labs Inc. ("Grantee"), a non-profit corporation, having offices at 7800 Shoal Creek Blvd. Suite 136 – S, Austin, TX 78757.

PURPOSE

The City of Austin's Digital Inclusion Strategic Plan, as adopted by Resolution No. 20141120-074, includes every Austin resident having an opportunity to be fully engaged in digital society, accessing and using digital and communications technology; and the Office of Telecommunications & Regulatory Affairs is the lead office for implementation; and achieves initiatives referenced in the Digital Inclusion Strategic Plan to promote device refurbishment programs to provide inexpensive devices to low-income residents and grant opportunities to keep devices and trainings up-to-date. The City tracks the achievement of this municipal purpose through this contract with use of City funds and loaned computing equipment to achieve the goals of the Digital Inclusion Strategic Plan.

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 Agreement Exhibits.

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 the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by the Subgrantee.

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. 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, John Speirs or designee:

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

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

1.4.2 Grantee's Agreement Manager, John Speirs, 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 July 1, 2018 through June 30, 2019, unless extended by written amendment executed prior to the end of the initial term.

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits 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 Agreement acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by City under this Agreement shall be $25,000.00 (the "City Contribution"). The City Contribution shall be payable only and solely from funds appropriated and available for the purpose of the GTOPs program.

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 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 10% of the program period total.
ii. the transfer 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 budget categories in excess of 10% 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.

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 monthly increments for the term of the Agreement:

4.2 **Computing Equipment**

The Agreement acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum number of computing devices loaned by City under this Agreement shall number a minimum of 10 (the "City Equipment Contribution"). The City Equipment contribution shall be disbursed only and solely from dispossessed assets available for the purpose of the GTOPs program.

4.2.1 The Grantee shall utilize computing devices according to the approved use described in Exhibit A.1, Program Work Statement.

4.2.1.1 Equipment Use Revision: The Grantee may make changes to the Program Work Statement with respect to how computing equipment is used only with the City Agreement Manager's prior approval, provided that:

i. the equipment use revision will not increase or decrease the total number of computing devices the City is obligated to provide under this Agreement; and
ii. the equipment use revision will not change the nature, performance level, or scope of the program funded under this Agreement.

4.2.1.2 Additional contribution of computing devices beyond the minimum number agreed will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.2.1.1 (ii) above.

i. The Grantee must submit an Equipment Use Revision Form to the City coincident with the first quarter program performance report and third quarter program performance report as outlined in section 4.9.

4.2.2 **Distribution of Equipment**

4.2.2.1 Grantee Obligations/Costs. The Grantee has applied, in writing, for a contribution of dispossessed City equipment (computing devices), and hereby agrees to be responsible for all arrangements and is required to pay all costs, charges and expenses incidental for the transfer of this equipment, including, but not limited to, the cost of preparation, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Grantee's location.

4.3 **Requests for Payment and Matching Funds Statement.**

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", "Monthly Expenditure Report" and "Matching Funds Statement", using forms at http://www.ctkodm.com/austin/. The payment request, expenditure report and matching funds statement must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. 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.

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

4.3.2 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.

4.3.3 The Organization shall ensure that the Matching Funds component of this program is fulfilled in compliance with the Guidelines provided by the City. The City requires a 1:1 match for all City contributions. Failure to satisfy the minimum match requirement by the termination date of this Agreement will be an event of default for which the City may exercise its rights under section 5 of this Grant Agreement.

4.4 **Payment.**

4.4.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Grantee.

4.4.2 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.

4.4.3 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;

4.4.3.1 delivery of unsatisfactory services by the Grantee;

4.4.3.2 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;

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

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

4.4.3.5 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;

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

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

4.4.4 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.

4.5 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding. 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 nor removal fees charged to the City.

4.6 **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 (the "Rates") as published and maintained on the Internet at:

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

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

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

4.7.1 The making and acceptance of final payment will constitute:

4.7.1.1 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

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

4.8 **Financial Terms.**

4.8.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and billed 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.

4.8.2 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 b) not billed to the City within sixty (60) calendar days following termination date of this Agreement.

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.

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, and in conformance with the Agreement Exhibits. 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.

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. Depreciation.
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. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars ($5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this 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. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or casualty losses
17. Taxes, other than payroll and other personnel-related levies
18. Property maintenance expenses such as lawn care, maid service, security system monitoring or pest control.
19. Auditor's fees.

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.ctkodm.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 of 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 fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. 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 Agreement Progress Report, using the forms shown at http://www.ctkodm.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 An Agreement Closeout Summary report using the forms shown at http://www.ctkodm.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.ctkodm.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 no later than May 31st of each year. 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 must submit a fully and accurately completed "Equipment Contribution Usage Report" to the City's Agreement Manager using the forms shown at http://www.ctkodm.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 "Equipment Contribution Usage Report", the City shall process payment to the Grantee of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs/use of equipment.

4.9.7 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.** 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; and Criminal Background Checks.

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.

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 within twenty (20) working days following the receipt of the final report.

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

4.12 **Financial Audit of 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 seven hundred fifty thousand dollars ($750,000) or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed. If less than seven hundred fifty thousand dollars ($750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.12.3 Grantee shall agreement 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) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180)

calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

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

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

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

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

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

4.12.8 The expiration or termination of this 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 requirements in any subagreements entered into in connection with this Agreement.

4.13 **Loaned Computing Equipment**

4.13.1 This Agreement shall be executed prior to the Grantee receiving the loaned computing equipment.

4.13.2. The Grantee agrees to provide a receipt to the City at the time it receives loaned computing equipment.

4.13.3 The equipment listed in the Agreement Exhibit (A.5) is needed by a public agency as proposed in the program work statement (A.1) and is provided in "as is" condition with no guarantee or warranty.

4.13.3 The Grantee agrees that if the equipment, or any portion thereof, has been irreparably damaged, destroyed or stolen the City may direct the Grantee to either replace the equipment with an item of equal value to the satisfaction of the City of Austin. The election of a remedy under this subparagraph is at the sole discretion of the City. This subparagraph is not intended to waive or limit the City's rights and remedies, legal or equitable, and the City reserves all such rights and remedies.

4.13.5 The Grantee agrees to place the equipment for use within thirty (30) days from the date it receives the loaned computing equipment.

4.13.6 The Grantee agrees to indemnify, save harmless, and defend the City from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned computing equipment.

4.13.7 The Grantee agrees to all of the following: to use the equipment in a careful and prudent manner; to make a good faith effort to perform routine maintenance to include (but not limited to) upkeep, periodic technical maintenance, day-to-day care and management of the equipment, so as to provide an acceptable level of use; and to protect the equipment in accordance with the guidance set forth in exhibit (A.6).

4.13.8 Property loaned under this Agreement shall convey to Grantee concurrent with the expiration or termination of this Agreement, unless notified by the City in writing.

4.14 **Ownership of Property.**

4.14.1 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.

4.14.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars ($5,000)) in order for the City to effect identification and recording for inventory purposes. 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 Closeout Summary Report, due sixty (60) days after the end of the Agreement Term.

4.14.3 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.

4.14.4 Property purchased with City funds shall convey to 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.** The City 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, 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
Office of Telecommunications & Regulatory Affairs (TARA)
ATTN: Agreement Manager
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 (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

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

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, 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 TE 2046A, or equivalent coverage

6.1.2.2.2. Thirty (30) calendar days' Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

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

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

6.1.2.3.1 The 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 (30) 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 twenty-four (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 twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The 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. I**f 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 Agreement 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 service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). 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 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. The Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

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 **Indemnity.**

8.4.1 Definitions:

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

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

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

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

8.4.2 The Grantee shall (at the option of the City), indemnify, and hold the City, its successors, assigns, officers, employees and elected officials harmless from and against all indemnified claims directly

arising out of, incident to, concerning or resulting from the fault of the Grantee, or the Grantee's agents, employees or Subgrantees, in the performance of the Grantee's obligations under the agreement. Nothing herein shall be deemed to limit the rights of the City or the Grantee (including, but not limited to, right to seek contribution) against any third party who may be liable for an indemnified claim.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the 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 2nd Street, 4th 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. Grantee also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

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

To the City:	To the Grantee:	With copy to:
City of Austin, Office of Telecom & Regulatory (TARA)	Austin Speech Labs Inc.	City of Austin, Office of Telecom & Regulatory (TARA)
ATTN: John Speirs, Agreement Manager	ATTN: Shilpa Shamapant	ATTN: TARA Financial Manager
2209 Rosewood Avenue	7800 Shoal Creek Blvd. Suite 136 - S	P. O. Box 1088
Austin, TX 78702	Austin, TX 78757	Austin, TX 78767

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 ensure 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, 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**. The City's MBE/WBE goals are not applicable to this Grant Agreement.

8.20 **Living Wage Policy.** The City's Living Wage Policy are not applicable to this Grant Agreement.

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 Agreement, insurance in the type and amounts specified for the Grantee, with the City being a named insured as its interest shall appear; and

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

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 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:

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

Christmas Day	December 25

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

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

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

AGENCY NAME

Signature: Shilpa Shamapant

Name: Shilpa Shamapant
Printed Name

Title: President

Date: 7/17/18

CITY OF AUSTIN

Signature: Sydney Ceder

Name: Sydney Ceder
PURCHASING OFFICE

Date: 8/28/18

EXHIBITS

Exhibit A – Program Forms
- A.1. Program Work Statement
- A.2. Program Performance Measures
- A.3. Client Eligibility Guidelines
- A.4. Mandatory Publicity Statement
- A.5. Program Inventory Statement
- A.6. Equipment Utilization Guidance
- A.7. Staff Positions and Time
- A.8. Funding Summary

Exhibit B – Program Budget Forms
- B.1. Program Budget and Narrative
- B.2. Program Subcontractors (If Applicable)

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

Program Work Statement

Contract Start Date 7/1/2018 ***Contract End Date*** 6/30/2019

Program Goals And Objectives

Intensive Communication Therapy (ICT) is the best practice that evolved from the early work and research at Austin Speech Labs. Characterized by frequent, intensive therapy using various modalities, including computer-aided sessions, ICT effectively assists stroke survivors with relearning fundamental language skills. Teletherapy was initiated several years ago, for people who are unable to travel to our offices.

Program Clients Served

Austin Speech Labs serves all adults (18 years of age and older) who have language disabilities caused by stroke and are residents of Texas, although 80% of our clients are from the Austin area. Generally, the term used for lack of these communications skills is aphasia, although there are different types of aphasia and several other conditions describing damage to the languages centers of the brain. Clients with household incomes below 200% of Federal Poverty Guidelines are eligible for fee waivers. City of Austin funding will be used to subsidize the fees of low income clients who are residents of the City of Austin.

Program Services And Delivery

Once clients are evaluated, speech therapists develop individual goals in conjunction with each individual. Intensive Communication Therapy (ICT) is offered in individual, group and computer therapy sessions during eight-week "Boot Camps." Five Bootcamps are scheduled per year, each operating Monday - Friday, three hours in the morning and three hours in the afternoon. The schedule for most clients is three hours per day, three days per week, but can be less depending on endurance and individual needs. Undergraduate and Graduate students in Speech Language Pathology or related majors provide hours of individual repetition on a volunteer basis under the supervision of professional staff. They gain valuable experience and required clinical hours, our clients receive more therapy.

We offer groups [bookclub, conversation class] for support, practice and advanced improvement. Clients continue to practice language skills acquired during hours of therapy while preventing the isolation that often occurs following stroke.

System for Collecting and Reporting Program Data

A combination of national standardized testing and screeners designed by Austin Speech Labs staff are used for baseline and subsequent evaluations. The test designs are based on scientific principles.

In addition, Austin Speech Labs tracks hours of therapy given (which is synonymous with "visits" of clients), number of clients registered for Bootcamps, and new clients registered each Bootcamp session. Similarly, volunteers (students) are tracked as well as volunteer hours.

Austin Speech Labs has presented papers at several conferences, won awards and participates in several professional organizations to share data concerning our clients as well as stroke data from hospitals and other localities.

Performance Evaluation

The outputs collected to evaluate performance are number of therapy hours, number of enrolled clients, number of new clients, number of volunteers and volunteer hours and studies completed or papers presented.

The outcome we use to measure the effectiveness of Austin Speech Labs therapy is that 80% of clients will make progress towards individual goals in at least one of four communication areas (Language, Naming, Reading, or Writing) per session. One of these areas is the focus of therapy for each Bootcamp. The aggregate goal for all clients is to communicate again, however, clients differ in which skills are the largest deficits, so individual goals are set. The time it takes to recover is also idiosyncratic, although most (85%) require more than one Boot Camp.

Quality Improvement

The effectiveness and efficiency of the organization is considered at the customer (client and caretakers), staff, management and Board level. Informal evaluation occurs after each Bootcamp and there is a systematic approach to the annual process.

Created *6/29/2018 5:38:00 PM* ***Last Modified, If Applicable*** *6/29/2018 5:44:00 PM*

Program Work Statement

Contract Start Date 7/1/2018 *Contract End Date* 6/30/2019

We have implemented three innovative methods following trial studies such as Musical Intonation Therapy (MIT) for speech and Phonology and Semantic-focused Therapy for reading. Results are published for each study and the therapy program is altered accordingly.

Service Coordination with Other Agencies

Austin Speech Labs is one of just eight similar centers operating across the nation and is unique in Texas. Just two other non-profit centers offer speech therapy in Houston and Midland; however, they do not do individual therapy nor offer it year-round.

Service Collaboration with Other Agencies

Austin Speech Labs collaborates with other organizations for referrals and volunteers. Area neurologists, hospitals, rehab centers and homeless shelters have provided us with referrals, and we have presented stroke prevention information at senior activity centers and lunch sites and other locales.

Community Planning Activities

The President and co-Founder of Austin Speech Labs, Shilpa Shamapant, is a Clinical Assistant Professor in Neurology at the Dell Medical School, University of Texas at Austin. In that capacity, she is part of health care planning for the metropolitan area.

Austin Speech Labs will collaborate with the City to generate success stories of impact and outcomes for this program including a pitch style presentation to the Digital Empowerment Community of Austin and feature stories distributed through digital and internet publications.

Program Performance Measures

Contract Start	*Contract End*	*Period Performance Start*	*Period Performance End*
7/1/2018	6/30/2019	7/1/2018	6/30/2019

Outputs

OP #	*Output Measure Description*	*Period Goal*		
		City	*Other*	*Total*
1	Total Number of Unduplicated Clients Served	40	90	130
2	Number of clients who complete a Bootcamp during the grant year	131	294	425
3	Total Number of Hours (Visits) of Therapy - Mix of Technology and Therapy	5385	12115	17500
4	Number of Hours (Visits) provided by Volunteers - All Technology	1231	2769	4000

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Program Performance Measures

Contract Start	*Contract End*	*Period Performance Start*	*Period Performance End*
7/1/2018	6/30/2019	7/1/2018	6/30/2019

Outcomes

OC Item	*Outcome Measure Description*	*Total Program Goal*
1 Num	Number of Unduplicated Clients improving in language each Bootcamp using technology	104
1 Den	Number of Unduplicated Clients provided with Intensive Communication Therapy using technology	130
1 Rate	Percent of Unduplicated Clients who improve in language each Bootcamp using technology	80
2 Num	Number of student volunteers trained to use technology with Intensive Communication Therapy (ICT)	24
2 Den	Number of student volunteers who intern with Austin Speech Labs annually	30
2 Rate	Percent of Student Volunteers trained to use technology with Intensive Communication Therapy (ICT)	80
3 Num	Number of additional clients able to receive therapy due to incorporation of technology	237
3 Den	Total number of clients receiving therapy	425
3 Rate	Percent of additional clients able to be served due to incorporation of technology	55.76

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Client Eligibility Requirements

Adopted from: City of Austin Health and Human Services Social Service Contracts

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

City of Austin, Telecommunications & Regulatory Affairs
Grant for Technology Opportunities Program

Client Eligibility Requirements

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 Development Web Map (http://www.austintexas.gov/GIS/DevelopmentWebMap)
    - Travis County Appraisal District website (http://www.traviscad.org)
    - U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

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

  (1) Included Income:
  (A) Temporary Assistance for Needy Families (TANF);
  (B) Money, wages and salaries before any deductions;
  (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
  (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);

Client Eligibility Requirements

(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;
(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
- 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

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.

City of Austin, Telecommunications & Regulatory Affairs
Grant for Technology Opportunities Program

Mandatory Publicity Statement

The following statement must be prominently included in / on all printed materials relating to the City of Austin Grant for Technology Opportunities Program materials disseminated by the Contractor, including promotions for events. For further information or clarification, please contact your Contract Administrator:

GTOPS
GRANT FOR TECHNOLOGY OPPORTUNITIES

The following line must be included in all promotional materials along with the logo above:

This program is funded and supported in part by the City of Austin through the Grant for Technology Opportunities Program.

Program Inventory

Austin Speech Labs

Program Name: GTOPs 2018 – Intensive Communication Therapy

Contract State Date: 7/1/2018

Contract End Date: 6/30/2019

Description	STAG	Address
Optiplex 990 i3-2120	2ZRV5V1	7800 Shoal Creek Blvd. Suite 136 – S, Austin, TX 78757
Optiplex 990 i3-2120	301Q5V1	7800 Shoal Creek Blvd. Suite 136 – S, Austin, TX 78757
Optiplex 990 i3-2120	301Y5V1	7800 Shoal Creek Blvd. Suite 136 – S, Austin, TX 78757
Optiplex 990 i3-2120	3LRLVV1	7800 Shoal Creek Blvd. Suite 136 – S, Austin, TX 78757
Optiplex 990 i3-2120	81777V1	7800 Shoal Creek Blvd. Suite 136 – S, Austin, TX 78757
Optiplex 990 i3-2120	81897V1	7800 Shoal Creek Blvd. Suite 136 – S, Austin, TX 78757
Optiplex 990 i3-2120	86Y4VV1	7800 Shoal Creek Blvd. Suite 136 – S, Austin, TX 78757
Optiplex 990 i3-2120	8762VV1	7800 Shoal Creek Blvd. Suite 136 – S, Austin, TX 78757
Optiplex 990 i3-2120	D69RTV1	7800 Shoal Creek Blvd. Suite 136 – S, Austin, TX 78757
Optiplex 990 i3-2120	D6CPTV1	7800 Shoal Creek Blvd. Suite 136 – S, Austin, TX 78757

Exhibit A.6: Equipment Utilization Guidance

The City of Austin (COA) owns computer equipment we use for many activities to fulfill our mission. We must manage our inventory to best meet our mission needs while striving to do so in an efficient and cost-effective manner that allows for optimal utilization and public benefit.

The purpose of this guidance is to describe best practices to optimize utilization of the equipment, clarify roles, and empower organizational responsibility by focusing on four primary goals:

1) Effectively communicate roles and responsibilities to most efficiently fulfill program requirements,

2) Minimize cost and ongoing equipment support from COA and recipient organizational cost centers,

3) Work towards Zero Waste goals to ensure devices are recycled at the end of their useful life with the recipient organization, and

4) Create a program management structure that complies with City of Austin guidelines.

Tracking

1. The organization who receives the device is delegated the responsibility for its use, tracking (asset tag) and monitoring.*
2. The City of Austin has provided assurance, that to the best of the City's knowledge, the device has been wiped of all prior content/software.

Deployment

1. The City will support equipment deployment by enabling pickup of the device from 2209 Rosewood Avenue. The device will be configured with a pre-determined baseline configuration. Input from the recipient organization regarding hardware and software configuration will be considered and must be received at the time of request.
2. This equipment utilization guidance is also a checklist to acknowledge that the device has the been processed with a quality control process for the recipient organization:
    a. Scrubbed
    b. Device is not corrupt
    c. Microsoft Windows 10 Professional
    d. Microsoft Office 2010 Home and Business

Ongoing Support/Monitoring

The City does not guarantee a replacement device should a device failure occur, however, the City will facilitate troubleshooting a hardware device failure within 1 year of equipment distribution.* The City will also facilitate troubleshooting a software failure within 1 year of equipment distribution and make reasonable adjustments to attempt a resolution. The final resolution, if deemed necessary by the City, shall be a complete wipe and reload of the software back to original specifications. The City accepts no responsibility for any loss of data as part of resolving an issue.

The City will monitor reports generated by the recipient organization.

Recipient Organization Responsibility

Tracking and monitoring equipment with monthly program inventory reporting. The Recipient Organization is responsible for ensuring compliance with The Children's Internet Protection Act (**CIPA**) requires that organizations use Internet filters and implement other measures to protect children from harmful online content.

AUSTIN SPEECH LABS

Program Name: GTOPs 2018 - Intensive Communication Therapy

GTOPS 2018-Program Staff Positions and Time

Contract Start Date: 7/1/2018
Contract End Date: 6/30/2019

Program Staff Position Titles *List all positions stated in the total budgeted personnel costs*	FTE
No Staff Positions in Budget	
8	
Total	-

Description / Additional Information

No personnel are listed in the GTOPS budget as the program is for assistance to discount or waive from our clients with household incomes less than 200% of Federal Poverty Level and equipment for the program.

GTOPS

AUSTIN SPEECH LABS

Program Name: GTOPs 2018 - Intensive Communication Therapy

GTOPS 2018-Program Funding Summary

For each revenue source include the following information:

Funding Source:	Identify the source per drop down list: contribution, program fees, etc. For match funds include the calculation for volunteer time and other resources listed.
Name of Grant/Contract	The name of the revenue source
Funding Period	List the start and end date of funding
Funding Amount	List the $ amount

Funding Source	Name of Grant/Contract	Funding Period Start Date	Funding Period End Date	Funding Amount
TOTAL - CITY OF AUSTIN GTOPS		**7/1/2018**	**6/30/2019**	**25,000.00**
Program Income/Fees	Austin Speech Labs Client Fees - net of discounts	7/1/2018	6/30/2018	$56,250.00
TOTAL CASH MATCH				**56,250.00**
Other				0.00
TOTAL OTHER MATCH				-
TOTAL FUNDING - ALL SOURCES				**81,250.00**

**The current rate for volunteer hours is $25.15 per hour, as set by Independent Sector. Please provide detail of calculation below.*

Description / Additional Information

The fee for Austin Speech Lab services is $30 per hour (compared to $75+ in the private market); however, clients with household incomes less than 200% of Federal Poverty Level are charged on a sliding scale. The projected revenue from client fees for the grant period is $260,940.00, net of discounts. The above form captures the proportion ($56,250) of the client revenue needed to match the GTOPS City of Austin funding. We would like to note; however, that an additional $400K in fundraising, grants and contributions is available for the overall program and in 2017, Volunteers accounted for over 6,400 hours of direct service to clients. We have close to 50 students in Communication Disorders every semester who intern with us as volunteers, completing repetition drills with clients after observing professional staff. In addition, community volunteers assist with reading exercises and computer-aided lessons. A total of $163,475 is contributed in non-cash mash to our overall budget by volunteers annually.

Program Budget and Narrative

Program Start 7/1/2018
Program End 6/30/2019

	City Share	Other	Total
Salary plus Benefits	$0.00	$0.00	$0.00
General Operations Expenses	$0.00	$0.00	$0.00
Program Subgrantees	$0.00	$0.00	$0.00
Staff Travel	$0.00	$0.00	$0.00
Conferences	$0.00	$0.00	$0.00
Operations SubTotal	$0.00	$0.00	$0.00
Food and Beverages for Clients	$0.00	$0.00	$0.00
Financial Direct Assistance to Clients	$20,500.00	$55,650.00	$76,150.00
Other Assistance	See below	See below	
Other Assistance Amount	$4,500.00	$600.00	$5,100.00
Direct Assistance SubTotal	$25,000.00	$56,250.00	$81,250.00
Capital Outlay Amount	$0.00	$0.00	$0.00
Total	$25,000.00	$56,250.00	$81,250.00

Detailed Budget Narrative

Salaries plus Benefits

General Op Expenses

Program Subgrantees

Staff Travel

Conferences

Food and Beverage

Financial Assistance

The amount ($20,500) in C.7. is for 1,700 hours of therapy provided to clients with household incomes under 200% of the federal poverty level (FPL). Clients who apply for this additional discount are issued a credit on their invoice for therapy. Each year, Austin Speech Labs waives approximately $98,000 in fees from clients with low and very low incomes. [Note: 80% of therapy expense is in personnel; however, paid staff supervise student interns, leveraging 6,500+ additional hours]

Other Assistance

In order to provide therapy using technology, Austin Speech Labs needs an additional 10 iPADS so there will be resources available for volunteers to use with clients (10 @ $400 per). In addition, most of our current inventory of computer terminals are in use by clients in the computer lab. We need an additional 10 laptops from GTOPS PCs for therapists offices to use during sessions with clients as well as for training and teaching interns. We also are requesting ten new web cameras (10 @ $50 per) to go with the PCs in order to conduct teletherapy. The $600 in fees for Windows to go with the laptops will be expended from the match.

Capital Outlay

Created *6/25/2018 7:05:00 PM* ***Last Modified, If Applicable*** **6/25/2018 7:02:00 PM**

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO.

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 17th day of July, 2018

CONTRACTOR Austin Speech Labs

Authorized Signature Shilpa Shamapant

Title President