

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Morningside Research and Consulting, INC (“Contractor”)  
for  
Community Health Assessment and Community Health Improvement Plan (CHA/CHIP)  
Services  
NA160000188**

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

This Contract is between **Morningside Research and Consulting, INC** having offices at Austin, TX 78731 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in **Solicitation Number MHJ0106**.

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

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Proposal (RFP), MHJ0106 including all documents incorporated by reference (Scope of Work and the City of Austin STANDARD PURCHASE TERMS AND CONDITIONS)
- 1.1.3 Morningside Research and Consulting, INC Offer, dated July 21, 2016, including subsequent clarifications

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

- 1.2.1 This Contract.
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference.
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 None to address.

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

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

**MORNINGSIDE RESEARCH AND  
CONSULTING, INC**

**CITY OF AUSTIN**

**Shari L. Holland**

Printed Name of Authorized Person

*Shari L. Holland*

Signature

**President**

Title:

**9/16/16**

Date:

*MARTY JAMES*

Printed Name of Authorized Person

*[Signature]*

Signature

*BUYER II*

Title:

*09-28-16*

Date:



# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

09/16/2016

Dear **Morningside Research and Consulting, INC:**

The City of Austin has approved the execution of a contract with your company for **Community Health Assessment and Community Health Improvement Plan (CHA/CHIP) Services** in accordance with the referenced solicitation.

Responsible Department:	Austin/Travis County Health and Human Services Department (HHSD)
Department Contact Person:	Hailey Hale
Department Contact Email Address:	<a href="mailto:hailey.hale@austintexas.gov">hailey.hale@austintexas.gov</a>
Department Contact Telephone:	(512) 972-5862
Project Name:	<b>Community Health Assessment and Community Health Improvement Plan (CHA/CHIP) Services</b>
Contractor Name:	<b>Morningside Research and Consulting, INC</b>
Contract Number:	<b>NA160000188</b>
Contract Period:	12 months
Dollar Amount	\$45,000.00 estimated for the first 12 months
Extension Options:	4, twelve (12) month options
Requisition Number:	N/A
Solicitation Type & Number:	RFP MHJ0106
Agenda Item Number:	N/A
Council Approval Date:	N/A

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

*Marty James*



**Buyer II**

**City of Austin-Purchasing Office**

124 West 8<sup>th</sup> Street

Austin, TX 78701

512-974-3164

[Marty.James@austintexas.gov](mailto:Marty.James@austintexas.gov)

Morningside Award



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

**SOLICITATION NO:** MHJ0106

**DATE ISSUED:** 06/20/2016

**COMMODITY CODE:** 95243

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

Primary Contact:

Marty James

Buyer II

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

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

**COMMODITY/SERVICE DESCRIPTION:**

Community Health Assessment and Health Improvement Plan

**PROPOSAL DUE PRIOR TO:** 07/12/2016 2:00 PM (CT)

**PROPOSAL CLOSING TIME AND DATE:** 07/12/2016 2:15 PM (CT)

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

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

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

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

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

<b>Address for US Mail (Only)</b>	<b>Address for Fedex, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MHJ0100	Purchasing Office-Response Enclosed for Solicitation # MHJ0100
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

**SUBMIT 1 ORIGINAL AND 3 ELECTRONIC COPIES OF YOUR RESPONSE**  
(Electronic copies should be a single scanned file of the original proposal per flash drive)

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	6
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

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

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

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

### **INTERESTED PARTIES DISCLOSURE**

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

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

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

Company Name: Morningside Research and Consulting, Inc.

Company Address: 3724 Executive Center Drive, Suite 200

City, State, Zip: Austin, TX 78731

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative:

Shari L. Holland

Title: President

Signature of Officer or Authorized Representative:

Shari L. Holland

Date: 7/6/16

Email Address: sholland@morningsideresearch.com

Phone Number: 512 302 4413

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

PROPOSAL

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COMMUNITY HEALTH ASSESSMENT  
AND HEALTH IMPROVEMENT PLAN

RFP No. MHJ0106

City of Austin/Travis County  
Health and Human Services Department

July 21, 2016

**MORNINGSIDE**  
R E S E A R C H A N D  
C O N S U L T I N G , I N C

[www.morningsideresearch.com](http://www.morningsideresearch.com)

COMMUNITY HEALTH ASSESSMENT  
AND HEALTH IMPROVEMENT PLAN

RFP No. MHJ0106

City of Austin/Travis County  
Health and Human Services Department

July 21, 2016

Submitted by

Morningside Research and Consulting, Inc.  
P.O. Box 4173  
Austin, Texas 78765  
Phone 512 302 4413 • Fax 512 302 4416  
[www.morningsideresearch.com](http://www.morningsideresearch.com)



MORNINGSIDE  
RESEARCH AND  
CONSULTING, INC.

Marty James, Buyer II  
City of Austin - Purchasing Office  
124 W 8<sup>th</sup> Street, RM 308  
Austin, Texas 78701

July 8, 2016

Dear Mr. James:

Morningside Research and Consulting (Morningside) is pleased to submit the attached response to Request for Proposal No. MHJ0106 to develop a Community Health Assessment and Community Health Improvement Plan for the Austin/Travis County Health and Human Services Department.

Morningside has been assisting state and local governments for 17 years with planning, research, and analysis. Our experienced and professional team excels in conducting needs assessments, qualitative data collection and analysis, quantitative research, and project implementation. We have experience researching data and performance metrics related to population health, primary health care, and social services. As a firm, we are skilled at collecting, analyzing, and presenting data to support planning and decision-making by state and local government agencies. We are effective in eliciting meaningful input from community stakeholders through interviews, focus groups, and other community meetings. We produce clear and concise reports and deliverables that distill large amounts of information into a manageable and useable format.

Our work at Morningside is focused on the public policy issues related to population health, primary health care, and social services. We have assembled a team for this project with experience in these policy areas as well as in conducting needs assessments and facilitating group processes. Our team includes myself, with more than 25 years of experience in the field of social service planning and policy analysis; Esha Clearfield, who brings expertise in project management, stakeholder input, and data analysis; Jesse Jenkins, who has conducted social service research and analysis for Morningside for several years, including gathering and analyzing data from stakeholder interviews and focus groups; and Carla Penny a creative, well-organized, and effective facilitator.

Our firm understands the effort required to conduct a thorough and informative Community Health Assessment and an actionable Community Health Improvement Plan that will meet PHAB accreditation requirements. We have the skills and experience to provide the services required and I look forward to discussing our proposal with you in more detail.

Sincerely,



Shari L. Holland, M.P.Aff.  
President

P.O. Box 4173  
Austin, Texas 78765

•  
tel 512.302.4413  
fax 512.302.4416  
•

[www.morningsideresearch.com](http://www.morningsideresearch.com)

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## TAB 1 – EXECUTIVE SUMMARY

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Morningside Research and Consulting (Morningside) has submitted a proposal in response to RFP No. MHJ0106 to conduct a Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) for the Austin/Travis County Health and Human Services Department (HHSD). The proposal contents are summarized below.

### **BUSINESS ORGANIZATION**

For 17 continuous years, since April 1999, Morningside has engaged stakeholders in the process of conducting outreach, needs assessments, strategic planning, performance reviews, public policy research, program evaluations, legislative and statutory analysis, and fiscal impact analysis for state and local government agencies. Morningside is a Subchapter S Corporation, incorporated in the State of Texas. Morningside is a small business and is certified as a woman-owned business by the State of Texas.

### **SYSTEM CONCEPT AND SOLUTION**

Morningside understands that HHSD is seeking a consultant to conduct a CHA/CHIP over a five-year timeframe. Our concept for a systems approach to the CHA is to ensure that we convey a full understanding of the needs of the community, the service delivery system in the community, and the gaps in the system of care. For the CHIP, we would likewise ensure that the implementation of improvements to address the gaps identified in the CHA encompasses the full array of organizations and services that are available in the community.

Morningside has the expertise to execute a CHA/CHIP for HHSD. As a firm, we are skilled at collecting, analyzing, and reporting data to support planning and decision-making. One of our strengths is preparing documents for public officials and program managers that are clear and concise. We are skilled at distilling large amounts of information into a manageable, accessible, and useable format.

In addition to our technical expertise, we are a firm that is deeply embedded in Austin; we have direct knowledge of the issues impacting the health of the community. As professionals, we will approach the assessment objectively and with a perspective of how other communities across the United States experience and address public health challenges. Our team members are long-time residents of the City of Austin and are invested in the health and vitality of the community. We have worked with or for many of the individuals who will be involved in the development of the CHA and CHIP.

### **WORK PLAN**

Morningside will use the wealth of data from the previous CHA as the foundation from which to build an updated and current CHA. We plan to meet with HHSD monthly, develop a detailed timeline of planned activities, and implement the activities in the timeline in order to complete the CHA in Year 1. The assessment will be guided by Public Health Accreditation Board (PHAB) standards and measures and all four components of the Mobilization for Action through Planning and Partnerships (MAPP) framework. The data collected for the assessment will include both qualitative data gathered through extensive stakeholder engagement activities, including interviews and focus groups, and quantitative data collected from existing secondary sources.

Beginning in Year 2, we will facilitate CHIP discussions and planning meetings, develop a timeline for CHIP activities, and conduct steering committee meetings and community forums to develop a Year 1 action plan. The action plan will be designed to help the core planning group develop actionable, innovative, and strategic plans to

improve community health. In Years 3 and 4, we will convene annual planning summits, develop action plan updates, and develop annual reports to summarize prior year activities.

We have assumed a project start date of early October 2016, and propose completing Year 1 tasks by the end of September 2017. Years 2, 3, and 4 assume the same start dates in 2017, 2018, and 2019. These dates provide a starting point for discussion with HHSD and can be modified and updated as needed.

#### **PRIOR EXPERIENCE**

The project descriptions in Tab 7 demonstrate that Morningside has more than five years of experience working in Austin, Texas, to establish healthy communities. All of the projects described in Section A had a health education and promotion component. Together with the project detailed in Section B, these projects demonstrate that our firm has more than five years of experience in this area.

Morningside has engaged in many types of evaluations of public programs. Working along the evaluation continuum, we conduct needs assessments to determine the need for new programs and services or modifications to existing programs. We conduct process (formative) evaluations to determine whether existing programs are operating efficiently and effectively. We also conduct summative evaluations to measure program outcomes, gathering information from stakeholders involved in program development and implementation as well as from the population that the program is intended to serve or impact.

As requested, we have submitted three reports with our proposal for prior projects that are detailed in Tab 7.

#### **PROJECT MANAGEMENT STRUCTURE**

Morningside staff have experience managing large, complex projects, are respectful of client deadlines and project schedules, and consistently manage consulting projects in a timely manner. We use a number of tools and processes to ensure that we meet deadlines and minimize the impact of interruptions, such as staff absences and equipment failures, including an automated project management system, detailed internal project timelines, a dedicated project manager, continuity of project personnel, direct communication with the client on a regular basis, and a redundant server system and off-site cloud data backup system.

This project management approach allows us to identify potential risks to project completion, which are typically related to data availability or the availability of individuals for interviews. As these risks are identified, we will discuss them in our regularly scheduled meetings with the client, along with options for mitigating them. We never bring a problem to a client without considering and proposing potential solutions; we always come prepared to discuss the benefits and challenges of proposed solutions.

#### **PERSONNEL**

Morningside employs professional staff with backgrounds in planning, research, needs assessments, program evaluation, statistical analysis, and public policy analysis. Shari Holland has been the President of Morningside since founding the company in 1999. She has more than 25 years of experience in strategic planning, needs assessments, program evaluation, and fiscal impact analysis. She will serve as the project director. Esha Clearfield will serve as the project manager; she has expertise in stakeholder engagement, research methods and design, evaluation, project management, and writing. Jesse Jenkins will provide management support to this project and will lead the data collection, data analysis, and report preparation for this project. Carla Penny will act as the group facilitator; she has a background in organizational development and expertise in guiding public and private organizations through change and helping make ideas concrete and actionable.

The Morningside team also includes two additional research analysts who provide research and analytical support as well as administrative coordination.

Our team of consultants and research analysts has many years of experience working together, collaborating on projects, and constantly improving processes. We intentionally foster a professional, cooperative, and positive office culture in which all team members play an integral role. This culture of professionalism and cooperation extends to our relationships with clients. From project inception to the delivery of a final product, Morningside staff work collaboratively and efficiently to meet and exceed client expectations.

#### **COST PROPOSAL**

We propose completing this project for a firm, fixed price of \$43,500. This budget is inclusive of all labor costs, benefits, office expenses, overhead, and travel within the City of Austin. Because our office is located in Austin, our budget does not include any expenses for travel from outside of the Austin area.

## TAB 2 – CITY OF AUSTIN PURCHASING DOCUMENTS

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Attached are the following required forms:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets (minimum of 3)
- D. Section 0835 - Non-Resident Bidder Provisions
- E. Completed and Signed Section 0900
- F. Addendum No: 1
- G. Addendum No: 2
- H. Addendum No: 3

The following additional form is included:

- Insurance Certificate

**Section 0605: Local Business Presence Identification**

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

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

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

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

**OFFEROR:**

Name of Local Firm	Morningside Research and Consulting, Inc.	
Physical Address	3724 Executive Center Drive, Suite 200, Austin, Texas 78731	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No

## **Section 0700: Reference Sheet**

Responding Company Name Morningside Research and Consulting, Inc.

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

1. Company's Name Marathon County, Wisconsin  
Name and Title of Contact Brad Karger, County Administrator  
Project Name Human Services Needs Assessment  
Present Address 500 Forest Street  
City, State, Zip Code Wausau, Wisconsin 54403  
Telephone Number ( 715 ) 261 1404 Fax Number ( 715 ) 261 1515  
Email Address brad.karger@co.marathon.wi.us
  
2. Company's Name City of Austin  
Name and Title of Contact Vicky Valdez, Manager Small Business Program  
Project Name Small Business Needs Assessment  
Present Address 505 Barton Springs Road  
City, State, Zip Code Austin, Texas 78704  
Telephone Number ( 512 ) 974 7620 Fax Number ( 512 ) 974 7740  
Email Address vicky.valdez@austintexas.gov
  
3. Company's Name City of Cedar Rapids  
Name and Title of Contact Chrystal Shaver, Community Development Programs Specialist  
Project Name Housing Needs Assessment  
Present Address 101 First Street SE  
City, State, Zip Code Cedar Rapids, Iowa 52401  
Telephone Number ( 319 ) 286 5182 Fax Number ( 319 ) 286 5870  
Email Address c.shaver@cedar-rapids.org



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

Company Name Morningside Research and Consulting, Inc.

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

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

Answer: Resident Bidder

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

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

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

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

Answer: \_\_\_\_\_

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

SOLICITATION NUMBER: RFP MJH0106

PROJECT NAME: Community Health Assessment and Health Improvement Plan

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

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

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

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

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

Yes           

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

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

Morningside Research and Consulting, Inc.

Company Name

Shari L. Holland, President

Name and Title of Authorized Representative (Print or Type)

*Shari L. Holland*

Signature

*7/7/16*

Date

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

SOLICITATION NUMBER:	RFP MJH0106
PROJECT NAME:	Community Health Assessment and Health Improvement Plan

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Morningside Research and Consulting, Inc.		
Address	3724 Executive Center Drive, Suite 200		
City, State Zip	Austin, Texas 78731		
Phone Number	512 302 4413	Fax Number	512 302 4416
Name of Contact Person	Shari L. Holland		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

Shari L. Holland, President

Name and Title of Authorized Representative (Print or Type)

*Shari L. Holland*

Signature

*7/7/14*

Date

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

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

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

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

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

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





**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: MHJ0106**

**Addendum No: 1**

**Date of Addendum: 07/08/16**

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This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Thursday, July 21, 2016 at 2:00 PM.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Claudia Rodriguez  
Claudia Rodriguez, Sr. Buyer  
Purchasing Office, 512-974-3092

7/8/16  
Date

ACKNOWLEDGED BY:

Shari L. Holland  
Name

Shari L. Holland  
Authorized Signature

7/18/16  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
REQUEST FOR PROPOSAL  
MHJ0106  
COMMUNITY HEALTH ASSESSMENT AND HEALTH IMPROVEMENT PLAN  
CITY OF AUSTIN, TEXAS**

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**Solicitation: RFP MHJ0106**

**Addendum No: 2**

**Date of Addendum: 07/15/2016**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**1.0 Questions and Answers**

1.1. Q: Please confirm the cost via the scope of work:

- Up to \$45,000 Year 1 (CHA)
- Up to \$35,000 Year 2 (CHIP)
- Up to \$20,000 Year 3 (CHIP Implementation and Report)
- Up to \$20,000 Year 4 (CHIP Implementation and Report)

A: Yes, this seems to align with the CHA/CHIP timeframe.

1.2. Q: We would like to know how much the city is responsible for with regards to data identification, collection, quality of data, as well as whether the city will make disaggregated data available for our team to analyze.

A: The city plans to provide the vendor with reports which have already been developed as well as identification and prioritization of available secondary data.

1.3. Q: A critical component of CHA research includes the identification of disparities, which many times can only be found under (e.g. zip code or census block) of the aggregated city- and county-level data, which those data sets eliminate outliers by nature of being averages. We would also like to know whether the city will be drawing down from the ICC's iCare system, which has been used in the past to analyze clinical data. Costs to secure data (e.g. storage, PHI, HIPAA compliance, etc.) to be borne by the city?

A: The CHA/CHIP does not include additional cost of obtaining data from iCare or any other data source.



1.4. Q: Year 3 and Year 4 mention being the host of planning summits. We would like to know how much HHSD is willing to support these summits, whether the contractor is responsible for what event costs (location, amenities, printing, food, etc). Without knowing how many people will be invited to a summit of this nature, it makes it difficult to cost out. In other words, "Host planning summit" - can you tell us how you define "host"? It is unclear in the scope of work how much the contractor is responsible for duties that might fall under being a "host". However, the scope of work does mention we will plan with HHSD and assist in the facilitation; we just want to know how much of it we are responsible for, for costing out purposes on the RFP.

A: The City usually covers the cost of obtaining a facility and providing food for the event. The vendor is responsible for facilitating the workgroup discussion and capturing revisions or planned actions for the next year of CHIP implementation.

1.5. Q: Are you able to clarify "3.3 Strategies for Developing and Completing CHA"? The RFP reads, "HHSD will assist in the collection of and analysis of quantitative data from existing data sources." Will you please define the Contractor's role in the collection and analysis of quantitative data?

A: The contractor will be responsible for synthesizing and analyzing data which is prepared and prioritized by the Data/Research subcommittee.

1.6. Q: Is the Contractor responsible for including (describing the findings and displaying in graphs) the quantitative data findings in the CHA report?

A: Yes.

1.7. Q: Are you able to define the Contractor's role with regard to the qualitative data? Is the Contractor responsible for administering the interviews, focus groups, and community forums and the subsequent data collection during the interviews, focus groups, and community forums?

A: HHSD is looking to the vendor to propose methods for collecting qualitative data and would be responsible for deploying the data collection, analysis and reporting.

1.8. Q: The City employs translators to translate for Spanish/English. Does the city employ Vietnamese translators? Will the Contractor have access to these City employees for work completed as part of this project? Or, shall we include translation services in our budget?

A: Please include cost of translation in your budget.

1.9. Q: The RFP calls for a "5-year time frame," but the accompanying timeline and budget template cover only a little less than 4 years Oct. 1, 2016 through June 2020. Can you explain or clarify?

A: The five year time frame references the number of calendar years the contract and renewals will span (e.g. 2016, 2017, 2018, 2019 and 2020).





1.10. Q: In Tab 7, you have requested that we "Describe in detail experience related to development of evaluation plans, reports, and/or peer reviewed articles of evaluation research." You further ask that we "Provide examples". Do you want us to attach reports that we have previously completed? If so, how many and may we provide those electronically rather than printing multiple reports?

A: Yes, your proposal should include previously completed reports which meet the tab 7 criteria. Please submit as many reports needed to demonstrate your organization's relevant experience. As the proposal format specifies one printed original and three electronic versions should be submitted, however the tab 7 example reports for the original can be provided on a USB, if you prefer.

1.11. Q: Is this section relevant to this project: "The Contractor shall ensure that all drivers used to provide services under any resulting contract are legally qualified to provide the services contained within this specification. The Contractor shall utilize screening criteria for drivers and submit a copy of such screening criteria within 24 hours following request by the City. No additional charges shall be requested at the time of transport." It is currently mentioned in Tab 9 on page 2 of the PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS.


A: Yes, this is City of Austin standard contract language.

1.12. Q: Can you confirm that one original hard copy and three flash drives each with a .pdf of the proposal is required?

A: Yes, this is a City of Austin standard proposal requirement.

## 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Marty James, Buyer II  
Purchasing Office, 512-974-3164

07-15-16  
Date

ACKNOWLEDGED BY:

Shari L. Holland  
Name

Shari L. Holland  
Authorized Signature

7/18/16  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: RFP MHJ0106**

**Addendum No: 3**

**Date of Addendum: 07/19/2016**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**1.0 Extension**

1.1. Solicitation extended to a new closing date of July 28, 2016 @ 2:00 PM.

**2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: \_\_\_\_\_

Marty James, Buyer II  
Purchasing Office, 512-974-3164

07-19-2016  
Date

ACKNOWLEDGED BY:

Shari L. Holland  
Name

Shari L. Holland  
Authorized Signature

7/19/16  
Date

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## TAB 3 – AUTHORIZED NEGOTIATOR

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The authorized negotiators for this project are:

Shari L. Holland, M.P.Aff.

President

Morningside Research and Consulting, Inc.

P.O. Box 4173

Austin, TX 78765

512 302 4413 telephone

512 302 4416 fax

sholland@morningsideresearch.com

Esha Clearfield, M.A., M.P.Aff.

Consultant

Morningside Research and Consulting, Inc.

P.O. Box 4173

Austin, TX 78765

512 302 4413 telephone

512 302 4416 fax

eclearfield@morningsideresearch.com

Ms. Holland and Ms. Clearfield are authorized to negotiate contract terms and render binding decisions on contract matters.

## TAB 4 – BUSINESS ORGANIZATION

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For 17 continuous years, since April 1999, Morningside Research and Consulting (Morningside) has engaged stakeholders in the process of conducting outreach, needs assessments, strategic planning, performance reviews, public policy research, program evaluations, legislative and statutory analysis, and fiscal impact analysis for state and local government agencies.

Morningside is a Subchapter S Corporation, incorporated in the State of Texas. Our sole office is located in central Austin at 3724 Executive Center Drive, Austin, Texas, 78731; our phone number is 512 302 4413; and our website can be found at [www.morningsideresearch.com](http://www.morningsideresearch.com). Morningside is a small business and is certified as a woman-owned business by the State of Texas.

## TAB 5 – SYSTEM CONCEPT AND SOLUTION

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### PROJECT UNDERSTANDING

Morningside Research and Consulting (Morningside) understands that the Austin/Travis County Health and Human Services department (HHSD) is seeking a consultant to conduct a Community Health Assessment and Community Health Improvement Plan (CHA/CHIP) over a five-year timeframe. The CHA/CHIP are two components in the larger Public Health Accreditation Board (PHAB) accreditation process that demonstrate that HHSD has met national public health standards. This process is completed on a five-year basis. HHSD completed the first iteration of the CHA and CHIP in December 2012 and June 2013, respectively, as seen in the report *Community Health Assessment Austin/Travis County Texas* and *Community Health Improvement Plan Austin/Travis County Texas*. The new CHA/CHIP process will build off of the foundation provided in the 2011-2013 CHA/CHIP process and will allow Morningside to note any changes or differences from the initial CHA/CHIP.

The CHA process requires the collection of data from and collaboration with an extensive array of community organizations, residents, key stakeholders, and government entities. We will use surveys, interviews, focus groups, and site visits to collect evidence based health, economic, and social data on the community. The data will be aggregated and analyzed to identify themes, trends, community health status, community health needs, and community assets. Morningside will compare Austin/Travis County findings with national and state values.

The CHIP process will build off of the issues identified in the evidence based CHA process. CHIP identifies the top priority issues within the community and creates a three- to five-year plan on how to address those issues. The CHIP can consolidate and reaffirm goals, provide vision, establish performance measures, and help the community make decisions about resource allocations. Because health needs change over time, the CHIP process is iterative in nature and it is important to review and update the identified priorities and plan.

We look forward to utilizing the National Association of County and City Health Officials (NACCHO) Mobilization for Action through Planning and Partnerships (MAPP) process to incorporate public participation and feedback into the CHA/CHIP. Having worked in public health as well as primary care environments, we understand the importance of community and stakeholder involvement in continuous improvement, which is based on planning, implementing, measuring, and making adjustments to programs and services to ensure that desired outcomes are achieved. We understand the MAPP process strives to maximize and organize the participation of as many partners and members of the community in identifying issues, crafting solutions, and planning strategies to better the local public health system.

### SYSTEM SOLUTION

Our concept for a systems approach to the CHA is to ensure that we convey a full understanding of the needs of the community, the service delivery system in the community, and the gaps in the system of care. For the CHIP, we would likewise ensure that the implementation of improvements to address the gaps identified in the CHA encompasses the full array of organizations and services that are available in the community.

We understand that the CHA approach to public health is broad, encompassing many factors that impact the health of the community. These factors include lifestyle behaviors such as diet and exercise, clinical health care, social and economic factors such as employment opportunities, as well as the physical environment such as air quality.

The specific elements of our system solution are outlined and explained in detail in the work plan that we present in Tab 6.

## KNOWLEDGE AND SKILLS

Morningside has the expertise to execute a CHA and CHIP for HHSD. Morningside has been assisting state and local governments for 17 years with planning, analysis, and evaluation. As a firm, we are skilled at collecting, analyzing, and reporting data to support planning and decision-making.

In support of planning efforts, Morningside conducts needs assessments, public policy research, data analysis, benchmarking, legislative and statutory analysis, and fiscal impact analysis. We prepare comprehensive products for our clients including evaluation reports, white papers, technical reports, and policy reports with findings and recommendations.

In addition to the expertise we outline below, we are a firm that is deeply embedded in Austin; we have direct knowledge of the issues impacting the health of the community. As professionals, we will approach the assessment objectively and with a perspective of how other communities across the United States experience and address public health challenges. Our team members are long-time residents of the City of Austin and are invested in the health and vitality of the community. We have worked with or for many of the individuals who will be involved in the development of the CHA/CHIP.

**NEEDS ASSESSMENTS.** Morningside is skilled at engaging stakeholders, gathering data, facilitating planning efforts, reviewing performance metrics, and developing planning documents for program administrators. Our assessment efforts consider the regulatory, administrative, and programmatic functions of public programs to determine the extent to which the mission and goals of the program are being met and to identify areas of risk and improvement. Morningside utilizes quantitative and qualitative data to identify strengths and gaps in program performance and to recommend solutions that guide planning and implementation efforts. Our goal is to provide information that is relevant, targeted, and actionable. Morningside is particularly skilled in conducting needs assessments, which are used by organizations to identify community or organizational needs, the gaps between needs and the current state, and the actions needed to close the gaps. Needs assessments are a powerful planning tool that allow organizations to take a data-driven approach to planning.

**STAKEHOLDER ENGAGEMENT.** Each of our consulting efforts is typically completed for public programs that have strong advocates, committed stakeholders, and unique services that are provided to the community. Assessing these programs requires knowledge of and respect for the context for conducting the review. Understanding the environment in which a program operates is essential to gaining acceptance and gathering accurate, useful information. We have engaged stakeholders in multiple ways, including focus groups, public gatherings, interviews, and surveys. We seek to overcome logistical, cultural, and linguistic barriers to participation. We carefully select the locations where events are held and schedule them at times convenient for stakeholders.

**EXPERTISE IN STATISTICAL AND QUALITATIVE RESEARCH METHODS.** Morningside is experienced in both qualitative and quantitative data analysis and in using best practice methodologies to collect data and analyze program outcomes. Data collection methods include observations; written, telephone, and web-based surveys; individual interviews; and focus groups. We have collected data at all stages of program implementation, including point-in-time data and data measuring changes in knowledge, attitudes, and behavior over time. We use statistical analysis tools, including descriptive statistics, as well as measures of significance, validity, and variance, to identify needs and measure the extent to which program outcomes have been achieved.

We are particularly adept at gathering and reporting qualitative data through interviews and focus groups. We work closely with our clients to design a stakeholder participation plan that that will encourage stakeholders to participate. The projects described in Tab 7 and our references attest to our skill in conducting needs assessments and evaluations and our ability to effectively report the outcomes of both our quantitative and qualitative research.

**PROFESSIONAL EXPERIENCE WITH DESIGNING, ADMINISTERING, AND ANALYZING SURVEYS.** Morningside has developed many data collection instruments, such as paper surveys of varying lengths, pre- and post-tests, Web-based surveys, and interview and focus group guides. These instruments have been created for various audiences, including librarians, parents of students in public schools, transportation providers, professional education staff and administrators, community stakeholders, private business owners, and public officials. We have developed instruments for various reading levels and in both Spanish and English.

**PUBLIC DECISION MAKING PROCESS.** The majority of our work is conducted for the public sector and undergoes a public vetting and approval process. Much of the work that we do is commissioned by a coalition or a committee rather than a single individual or agency. There are always many constituencies to consider and that must be heard in the process. Working in a public environment with many stakeholders requires excellent communication and facilitation skills and we have been very effective in using these skills to meet the needs of our clients.

**CULTURAL COMPETENCY.** Morningside has a range of experience working on projects that require cultural and linguistic competency. We bring to this engagement extensive experience working with clients serving rural areas, underserved populations, and vulnerable populations in both urban and rural settings. We have communicated with stakeholders in multiple languages and our written materials can be developed at various reading levels. For example, we have conducted interviews of low-income teen parents in their homes (in Spanish and English), conducted focus groups in Spanish and English in the communities where program recipients live and work, and developed surveys in Spanish, English, and Vietnamese.

**EVENT PLANNING AND FACILITATION.** Morningside has organized stakeholder events, working with clients to plan meeting logistics, including meeting location, invitees, and meeting goals and objectives. We develop the meeting agendas, as well as presentation and handout materials for participants. We create interactive activities for participants to generate discussion and prioritize the issues raised. Examples of recent events that we have planned and facilitated include an all-day housing forum in Houston, Texas for residents and housing service providers, an open house for residents and housing service providers in Davenport, Iowa, and a training session for small businesses in Austin, Texas.

**REPORT WRITING.** One of our strengths is preparing documents for public officials and program managers that are clear and concise. We are skilled at distilling large amounts of information into a manageable and useable format. We prepare comprehensive products for our clients including evaluation reports, white papers, technical reports, and policy reports with findings and recommendations.

## TAB 6 – WORK PLAN

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Morningside Research and Consulting (Morningside) proposes this work plan, detailed on the following pages, to provide a thorough, professional, and efficient Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) to meet Public Health Accreditation Board (PHAB) accreditation measures and standards.

In the previous City of Austin/Travis County Health and Human Services (HHSD) CHA, existing social, economic, and health data were drawn from national, state, county, and local sources, such as the U.S. Census and Texas Department of State Health Services, which include self-report, public health surveillance, and vital statistics data. Over 300 individuals from multi-sector organizations, community stakeholders, and residents were engaged in community forums, focus groups, and interviews to gauge their perceptions of the community, their health concerns, and what programming, services, or initiatives are most needed to address these concerns. While a complete revision of the previous HHSD CHA is not requested, Morningside will use the wealth of data from the previous CHA as the foundation from which to build an updated and current CHA.

### YEAR 1. COMMUNITY HEALTH ASSESSMENT (OCTOBER 1, 2016 – SEPTEMBER 2017)

**TASK 1.1: INITIAL PLANNING MEETING WITH HHSD TO PLAN DATA GATHERING ACTIVITIES FOR CHA.** At the start of the project, the Morningside assessment team will meet in Austin with HHSD project manager and additional staff as appropriate to review the proposed work plan to be sure it meets HHSD expectations. At this meeting, we will review and confirm the project scope, tasks, activities, and timelines. We will also discuss the planning and analysis tools that will be used throughout the assessment, the format for all interim and final deliverables, and the initial list of people and organizations in the community that will participate in the CHA. We will also request the data collected from the previous CHA.

At this meeting, we will work with HHSD to discuss how the Mobilizing for Action through Planning and Partnership (MAPP) framework will be used to guide community and partner participation in the CHA and CHIP process. We would also like to discuss incorporating the four MAPP assessments into the CHA process.

While we will be in communication with the HHSD project manager throughout the project, we propose scheduling monthly in-person meetings to report on the status of the project, discuss any anticipated challenges, and provide suggestions for addressing those challenges.

*This meeting will occur as early in October as possible, but no later than 14 days after contract execution.*

**TASK 1.2: CREATE TIMELINE OF PLANNED CHA ACTIVITIES.** Morningside will review the proposed timeline and provide feedback to HHSD on whether we believe the timeline and planned activities are aligned with the appropriate accreditation measures and standards as well as the MAPP model. We will clarify with HHSD the level of effort needed to meet PHAB standards within existing resources. If needed, we will provide a modified timeline after discussions with HHSD.

*Morningside will submit the final timeline within 21 days after contract execution.*

**TASK 1.3: IMPLEMENT PLANNED ACTIVITIES IN THE TIMELINE.** The assessment will be guided by PHAB standards and measures 1.1.1 T/L, 1.1.2 T/L, and 1.1.3A along with the four components of the MAPP framework: 1) community themes and strengths; 2) local public health system; 3) community health status; and 4) forces of change. The data collected for the assessment will include both qualitative data gathered through extensive

stakeholder engagement activities, such as interviews and focus groups, and quantitative data collected from existing secondary sources. We will work collaboratively with HHSD to plan for the stakeholder activities that will provide the qualitative data. Our focus for this assessment is to highlight areas of improvement, areas where challenges have persisted, and newly identified areas of need.

Morningside is effective in designing and conducting public meetings that engage participants and provide useful results. Morningside will work with HHSD staff to design a public participation process that will encourage stakeholders to participate. During the project initiation meeting, Morningside will discuss with HHSD staff the public participation methods that worked best in the previous CHA and any priorities staff has in this area.

We have had great success in generating interest in our stakeholder consultation activities. The key to our success is working with the client to develop a robust, multi-faceted outreach plan to ensure stakeholders are aware of the opportunities to participate. We spend considerable time at the beginning of the project on the plan for communicating with stakeholders.

*DOCUMENT AND DATA COLLECTION AND REVIEW.* The Morningside team will read and thoroughly understand the documents and data from the previous CHA. We will also collect quantitative data from existing secondary sources that update or build on the data collected for the previous CHA. As suggested by PHAB, those sources may include vital statistics; graduation rates; morbidity and mortality numbers and rates; and rates of behavioral risks, such as tobacco use. We will also reference additional sources used for the previous CHA. Morningside will be responsible for identifying the sources of the quantitative data and completing the analysis. We also will review any materials documenting the programs, services, and activities that have been implemented by HHSD since the previous CHA.

*KEY INFORMANT INTERVIEWS.* We will work with HHSD to identify the individuals who should be interviewed to understand current health needs and progress that has been made to address the needs identified in the previous CHA. We will schedule and conduct in-person interviews with these individuals. We will also interview HHSD staff involved in the implementation of the previous CHA/CHIP. We anticipate conducting interviews with between 10 and 20 people. Morningside will develop an interview guide for review by HHSD before interviews are initiated. Our staff conducting these interviews will take detailed notes of each interview.

*FOCUS GROUPS.* Morningside will conduct up to three focus groups to gather information from the general public as well as selected priority populations. We will plan to hold these focus groups in a setting designed to generate open discussion. We will work with HHSD to develop a plan for recruiting community stakeholders to participate. We will provide light snacks and beverages for each focus group, which typically are scheduled for 1.5 hours. We will identify appropriate locations for the meetings and ensure that they are accessible (time and location) to participants. In focus groups convened for the previous CHA, topics of discussion included participants' perceptions of their communities; priority health concerns; perceptions of public health, prevention, and health care services; and suggestions for future programming and services to address these issues. Morningside will provide input to HHSD on the topics we recommend be covered and will develop a structured focus group guide for review by HHSD before focus groups commence. Morningside will facilitate the focus groups and will have additional staff present to take detailed notes. At the end of each focus group, Morningside will distribute to participants any incentives provided by the City of Austin.

*COMMUNITY FORUMS.* Morningside will work with HHSD to plan two community forums. Community forums are an integral part of the CHA process to both gather data for use in drafting the CHA and to solicit community review of and contributions to the CHA when it is closer to completion. We will work with HHSD to utilize the community forums to inform the public about HHSD and previous CHA/CHIP findings and foster a community dialogue about

health. Our facilitators will guide participants through a carefully crafted series of questions or activities to maximize their participation and feedback.

According to the PHAB standards, HHSD must document that the preliminary findings of the assessment were distributed to the community at large and that the community's input was sought. Examples of methods to seek community input include: publication of a summary of the findings in the Tribal/local press with feedback or comment forms, publication on the HHSD website and website comment form, community/town forums, listening sessions, newsletters, presentations, and discussions at other organizations' local meetings. While the RFP is not clear about whether or not the community forum is intended to gather information at the beginning or end of the CHA process, Morningside will work with HHSD to ensure that the two community forums are structured to meet the needs of the department.

*DOCUMENTATION.* PHAB standards are very specific about the documents required for each CHA activity. Morningside will ensure that the documentation needed for each measure is completed in compliance with PHAB standards and required timeframes, and submitted to HHSD.

*ANALYZE DATA.* Once the data has been collected, Morningside will analyze the qualitative and quantitative data. We anticipate using descriptive statistics to show the attainment of benchmarks or directional changes in outcomes. We also anticipate using some cross-tabulations for basic statistical relationship analyses. The qualitative and quantitative data will be compared to note similarities and differences in the results. Charts and graphs that illustrate the results will be created for inclusion in the draft and final assessments. To analyze the content from interviews and focus groups, Morningside will identify the themes and issues raised by coding the components of each discussion with key words. These themes are then aggregated. We strive to prioritize the issues raised, either by the frequency or intensity of the discussion of each theme in focus groups and interviews or through the prioritization exercises we develop for focus groups, or both. The themes identified will be fully discussed in the draft and final reports.

*All of these data-gathering activities will be conducted between November 2016 and March 2017.*

**TASK 1.4: DRAFT CHA FOR PUBLIC REVIEW AND COMMENT.** After completing the data collection and analysis activities, Morningside will draft the CHA. Components of the CHA may include, but are not limited to, the following and are subject to modification based on the decisions of the initial planning meeting in Task 1.1. These components form the foundation for the CHA:

- Records of community participation
- Meetings and communication with community partners
- Methods including description of MAPP process
- Findings
  - Demographics
  - Health Issues – behaviors, outcomes, access, and affordability
  - Health disparities and communities that are disparately affected
  - Factors that cause disparities (e.g. the social, physical, economic, and political environment)
  - Community assets and resources
- Community vision

Morningside understands the importance of gathering feedback and comments in the creation of the CHA and later the CHIP. We will draw upon our many years of report writing and utilizing public participation to ensure that the CHA is written with clear, concise, and easy to understand language. The findings will be designed to be used



by stakeholders, HHSD staff, and residents to determine the most important issues and to create the CHIP over the following four calendar years. Complete findings and required PHAB documentation will be included in the draft and final CHA. The report will be organized as specified in the PHAB guidelines and will draw from the previous CHA.

*The draft CHA will be submitted to HHSD by June 2017.*

**TASK 1.5: CREATE MATERIALS TO SUMMARIZE CHA FINDINGS.** Morningside will summarize CHA findings using presentation slides, one-page summaries, and infographics, or a combination of these. We will discuss with HHSD the audience and purpose for these materials to inform what information should be included and how to best display the information.

*These materials will be submitted to HHSD for review during July and August 2017 and will be finalized by September 2017.*

**TASK 1.6: FINALIZE CHA.** Morningside will incorporate stakeholder and HHSD input into the CHA. We will meet with HHSD to review changes before submitting the final assessment. Final comments from HHSD will be incorporated, if necessary, and the CHA will be prepared for distribution.

*The final CHA will be submitted to HHSD by September 30, 2017.*

## YEAR 2. COMMUNITY HEALTH IMPROVEMENT PLAN DEVELOPMENT AND ACTION PLANNING (OCTOBER 1, 2017 – SEPTEMBER 2018)

**TASK 2.1: FACILITATE CHIP DISCUSSION WITH STEERING COMMITTEE TO IDENTIFY TOP PRIORITY AREAS.** Morningside will convene the Steering Committee to review the CHA with them and engage in prioritization activities that will guide them in identifying priority areas of focus. Carla Penny will use activities such as a multi-voting process or a nominal group process to enable the approximately 11 members to identify their priorities. We will schedule this discussion in a location and at a time convenient to the Steering Committee in a setting that allows for a discussion with the full group, as well as for movement within the room to engage in participatory activities. The plan for the facilitated discussion with the Steering Committee will be discussed with HHSD during the planning meeting in Task 2.2. to be sure that this discussion is tailored to meet HHSD needs.

*This discussion will occur in October 2017.*

**TASK 2.2: CONDUCT INITIAL CHIP PLANNING MEETING WITH HHSD.** As with the initial meeting for Year 1, Morningside will meet in Austin with the HHSD project manager and additional staff as appropriate to review the proposed work plan to be sure it meets HHSD expectations. At this meeting, we will review and confirm the second year project scope, tasks, activities, and timelines. We will also discuss the format for the draft and final CHIP, and the initial list of people and organizations in the community that will participate in the development of the CHIP.

At this meeting, we will debrief the use of the MAPP assessment in the first year to develop the CHA and how the process will be utilized to guide CHIP planning.

While we will be in communication with the HHSD project manager throughout the project, we again propose in the second year scheduling monthly in-person meetings to report on the status of the project, discuss any anticipated challenges, and provide suggestions for addressing those challenges.

*The initial meeting will occur in October or November 2017.*

**TASK 2.3: CREATE TIMELINE OF PLANNED CHIP ACTIVITIES AND MEETINGS.** As in Year 1, Morningside will review the proposed CHIP timeline and provide feedback to HHSD on whether we believe the timeline and planned activities are aligned with the appropriate accreditation measures and standards as well as the MAPP model. We will clarify with HHSD the level of effort needed to meet PHAB standards within existing resources. If needed, we will provide a modified timeline after discussions with HHSD.

We will work collaboratively with HHSD to plan for the stakeholder activities that will provide the qualitative data.

*Morningside will submit the timeline to HHSD by December 2017.*

**TASK 2.4: CONDUCT PLANNED ACTIVITIES FOR CHIP DEVELOPMENT.** The CHIP will be guided by PHAB standard 5.2 and measure 5.2.1L, along with the four components of the MAPP framework: 1) community themes and strengths; 2) local public health system; 3) community health status; and 4) forces of change. Unlike the CHA, which assesses community health needs, CHIP development is a deliberative process for the community and HHSD to identify goals and prioritize the issues that they would like to be implemented. Like the CHA, CHIP development relies heavily on stakeholder engagement activities, such as community discussions and meetings to identify health issues and goals, and prioritizes them for inclusion in the CHIP. We will work collaboratively with HHSD to plan for the stakeholder activities that will solicit community prioritization input. Our focus for CHIP development is to help the community come to a consensus about the most pressing issues and goals so they can be included in the Year 1 action plan (Task 2.5).

*STEERING COMMITTEE MEETINGS AND COMMUNITY FORUMS.* In a series of meetings which may include Steering Committee members, community partners, organizations, and residents, Morningside will facilitate the CHIP development process, which includes the following components:

- Educate and inform – Morningside will first educate and inform participants of the Year 1 CHA findings so that participants can make evidence-based and well-informed choices.
- Community Standards – Morningside will review the mission of the previous CHA/CHIP, vision, and shared values to make sure that those items still hold true for the community or make adjustments before working to create the CHIP.
- Selection Criteria – Morningside will work with HHSD and participants to create selection criteria for priority inclusion.
- Issue Prioritization – Morningside will utilize prioritization techniques so participants can identify their top four health priorities. The techniques may include dot voting, bean counting, prioritization forms, surveys, or other techniques.

*All of the CHIP development activities will be conducted between January and April 2018.*

**TASK 2.5: CONDUCT PLANNED ACTIVITIES FOR YEAR 1 ACTION PLAN.** The CHIP Action plan for Year 1 will be guided by PHAB standard 5.2 and measure 5.2.2L, along with the four components of the MAPP framework. The Year 1 Action Plan begins where CHIP development leaves off. The Action plan activities focus on creating strategies and plans based on community assets to successfully improve community health outcomes. The bulk of the work of the Action plan will be conducted by a core planning group which will be identified by HHSD. This group will create strategies, identify implementation resources, and formulate implementation plans around the issues identified during Task 2.4. We will work collaboratively with HHSD to plan for these group activities. Our focus for the Year 1 Action Plan is to help the core planning group develop actionable, innovative, and strategic plans to improve community health.

*CORE PLANNING GROUP WORKGROUP MEETINGS AND STRATEGY SESSIONS.* After the top health priorities are developed, Morningside will facilitate workgroup meetings based on each of the priorities. In these sessions, each workgroup comprised of subject experts and core planning group members, will:

- Identify measurable performance indicators and outcomes
- Create evidence-based strategies
- Explore any policies that may affect successful implementation
- Work with individuals and organizations to take responsibility for implementing the CHIP
- Consider national and state priorities
- Formulate an action plan for the following year

*All of the Year 1 action plan activities will be conducted between May and September 2018.*

**TASK 2.6: FINALIZE CHIP AND YEAR 1 ACTION PLAN.** The finalized CHIP is a compilation and documentation of the processes in Tasks 2.1-2.5 and the products of those deliberations and discussions. The components of the CHIP may include, but are not limited to, the following and are subject to modification based on the decisions of the initial planning meeting in Task 2.2:

- CHIP Year 1 Processes
- Identification of the priority areas
- Goals
- Long-term indicators
- Related policies
- Strategies
- Potential partners in addressing the issue

*The final CHIP, including the Year 1 action plan, will be submitted to HHSD by September 30, 2018.*

### YEAR 3. COMMUNITY HEALTH IMPROVEMENT PLAN ACTION PLAN UPDATE AND ANNUAL REPORT FOR PRIOR YEAR'S ACTIVITIES (YEAR 2) (OCTOBER 1, 2018 – SEPTEMBER 2019)

Years 3 and 4 of the CHA/CHIP both require the same five tasks and have the same deliverables – annual planning summit, annual action plan, and CHIP annual update. The work done by Morningside will be similar in both years, but each year will build off of the work done in prior years and the annual planning meetings with HHSD staff and project manager.

**TASK 3.1: CONDUCT INITIAL PLANNING MEETINGS WITH HHSD.** As with previous years, Morningside will meet in Austin with the HHSD project manager and additional staff as appropriate to review the proposed work plan to be sure it meets HHSD expectations and PHAB requirements. At this meeting, we will review and confirm the project scope, tasks, activities, and timelines to hold the annual planning summit, complete the CHIP plan update and the annual report for the prior year's activities.

While we will be in communication with the HHSD project manager throughout the project, we again propose in this third year scheduling monthly in-person meetings to report on the status of the project, discuss any anticipated challenges, and provide suggestions for addressing those challenges.

*This meeting will occur in January 2019.*

**TASK 3.2: CREATE TIMELINE OF PLANNED CHIP YEAR 2 ACTIVITIES.**

CHIP Year 2 activities will be guided by PHAB standard 5.2 and measures 5.2.3A, and 5.2.4A. The CHIP Years 2 and 3 are centered on implementation of strategies derived in CHIP Year 1, identifying implementation successes, and reviewing and revising the CHIP strategies as needed based on implementation accomplishments, changes to the community, and differences in resources. The main activities of the year will be the annual planning summit to create a new action plan, and writing the annual update report.

Morningside will work collaboratively with HHSD to plan and host the planning summit, and finalize the annual CHIP update.

*This timeline will be developed by March 2019.*

**TASK 3.3: CONVENE PLANNING SUMMIT.** Morningside will work with HHSD staff and project manager to plan an annual planning summit. Our approach with clients is always collaborative. We strive for an inclusive process that leverages staff expertise while respecting the fact that they must attend to their daily responsibilities during this planning process. During our initial meeting with HHSD staff for the year (Task 3.1), we will discuss the format for the summit and the desired outcomes.

Morningside will work with HHSD staff to design discussion groups to ensure that they will accomplish the necessary outcomes to meet PHAB requirements for both measures 5.2.3A and 5.2.4A. Some elements of the summit planning will include:

- Strategize and reserve venue location/date
- Develop a list of community groups, stakeholders, residents, and government departments to invite
- Select facilitators for discussion groups
- Prepare materials for summit, including developing the discussion guide for each group
- Meet with HHSD partners throughout planning process to coordinate summit planning

The Year 2 CHIP action plan (or the content for the plan) is the expected goal of the annual summit. As such, some or all discussion groups will:

- Review measurable performance indicators and outcomes
- Assess evidence-based strategies
- Explore any new policies that may affect successful implementation
- Update the individuals and organizations who have taken responsibility for implementing the CHIP
- Consider any changes to national and state priorities
- Formulate an action plan for the following year

*The summit will be convened by June 2019.*

**TASK 3.4: FINALIZE YEAR 2 ACTION PLAN.** The CHIP Action Plan for Year 2 will be guided by PHAB standard 5.2 and measures 5.2.2L, 5.2.3A, and 5.2.4A, along with the four components of the MAPP framework. The Year 2 Action Plan begins where the Year 1 plan leaves off and builds upon the CHIP development. The Action Plan activities focus on reviewing and revising strategies and plans based on community assets to successfully improve community health outcomes. Rather than starting completely from scratch, we will focus our efforts on revising the Year 2 and Year 3 action plans, based on any updates or changes to community needs or resources. The bulk of the work of the Action Plan will be conducted during the annual planning summit. At the summit, discussion groups will revise or create strategies, review implementation resources, and formulate implementation plans

around the issues identified during CHIP development. Morningside will work collaboratively with HHSD to plan for the summit discussion groups. Our focus for the Year 2 Action Plan is to help the summit participants to develop actionable, innovative, and strategic plans to improve community health.

*The Year 2 action plan will be submitted by September 30, 2019.*

**TASK 3.5: FINALIZE YEAR 1 ANNUAL UPDATE.** The Year 1 Annual CHIP Update is a culmination of the year's work and documents the implementation of the Year 1 Action Plan and any community health improvements that may result from plan implementation (or outside factors). The Annual Update may include, but is not limited to, the following and is subject to modification based on the decisions of the initial planning meeting in Task 3.1:

- CHIP Year 1 Processes
- Feasibility and effectiveness of strategies
  - Progress or barriers made to goal accomplishment
  - Changes to health indicators (positive or negative)
- Changes to priorities, resources, and assets
- Revisions to strategies, planned activities, time-frames, targets, and assigned responsibilities

*The Year 1 annual update will be submitted by September 30, 2019.*

#### YEAR 4. COMMUNITY HEALTH IMPROVEMENT PLAN ACTION PLAN UPDATE AND ANNUAL REPORT FOR PRIOR YEAR'S ACTIVITIES (YEAR 3) (OCTOBER 1, 2019 – SEPTEMBER 2020)

Years 3 and 4 of the CHA/CHIP both require the same five tasks and have the same deliverables – annual planning summit, annual action plan, and CHIP annual update. The work done by Morningside will be similar in both years, but each year will build off of the work done in prior years and the initial planning meetings with HHSD staff and project manager.

**TASK 4.1: CONDUCT INITIAL PLANNING MEETINGS WITH HHSD.** As with the first three years of the CHA/CHIP project, Morningside will meet in Austin with the HHSD project manager and additional staff as appropriate to review the proposed work plan to be sure it continues to meet HHSD expectations and PHAB requirements. At this meeting, we will review and confirm the project scope, tasks, activities, and timelines to hold the final annual planning summit, and complete the new CHIP plan update and the annual report for the prior year's activities.

While we will continue to be in communication with the HHSD project manager throughout the project, we again propose in this fourth year scheduling monthly in-person meetings to report on the status of the project, discuss any anticipated challenges, and provide suggestions for addressing those challenges.

*This meeting will occur in January or February of 2020.*

**TASK 4.2: CREATE TIMELINE OF CHIP YEAR 3 PLANNED ACTIVITIES.** CHIP Year 3 activities will be guided by PHAB standard 5.2 and measures 5.2.3A, and 5.2.4A. The CHIP Year 3 continues the process started in Chip Years 1 and 2 and is centered on implementation of strategies derived in CHIP Year 1, identifying implementation successes, and reviewing and revising the CHIP strategies as needed based on implementation accomplishments, changes to the community, and differences in resources. The main activities of the year will be the annual planning summit to create a new action plan, and writing the annual update report.

Morningside will work collaboratively with HHSD to plan and host the planning summit, and finalize the annual CHIP update.

*This timeline will be developed by April 2020.*

**TASK 4.3: CONVENE PLANNING SUMMIT.** Morningside will continue work with HHSD staff to plan an annual planning summit. We will continue our collaborative approach with clients while respecting the fact that they must attend to their daily responsibilities during this planning process. During our initial meeting with HHSD staff for the year (Task 4.1), we will discuss any changes to the format for the summit based on lessons learned in the previous year and review the desired outcomes for this planning summit.

Morningside will work with HHSD staff to design discussion groups to ensure that they will accomplish the necessary outcomes to meet PHAB requirements for both measures 5.2.3A and 5.2.4A. Some elements of the summit planning will include:

- Strategize and reserve venue location / date
- Develop a list of community groups, stakeholders, residents, and government departments to invite
- Select facilitators for discussion groups
- Prepare materials for summit including developing the discussion guide for each group
- Meet with HHSD partners throughout planning process to coordinate summit planning

The Year 3 CHIP action plan (or the content for the plan) is the expected goal of the annual summit. As such, some or all discussion groups will:

- Review measurable performance indicators and outcomes
- Assess evidence-based strategies
- Explore any new policies that may affect successful implementation
- Update the individuals and organizations who have taken responsibility for implementing the CHIP,
- Consider any changes to national and state priorities
- Formulate an action plan for the following year

*The summit will be convened by June 2020.*

**TASK 4.4: FINALIZE YEAR 3 ACTION PLAN.** The CHIP Action Plan for Year 3 will be guided by PHAB standard 5.2 and measures 5.2.2L, 5.2.3A, and 5.2.4A, along with the four components of the MAPP framework. The Year 3 Action Plan begins where the Year 2 plan leaves off and builds upon the CHIP development. The Action Plan activities focus on reviewing and revising strategies and plans based on community assets to successfully improve community health outcomes. Rather than starting completely from scratch, we will focus our efforts on revising the Year 3 action plan, based on any updates or changes to community needs or resources. The bulk of the work of the Action Plan will be conducted during the annual planning summit. At the summit, discussion groups will revise or create strategies, review implementation resources, and formulate implementation plans around the issues identified during CHIP development. Morningside will work collaboratively with HHSD to plan for the summit discussion groups. Our focus for the Year 3 Action Plan is to help the summit participants to develop actionable, innovative, and strategic plans to improve community health.

*The Year 3 action plan will be submitted by September 30, 2020.*

**TASK 4.5: FINALIZE YEAR 2 ANNUAL UPDATE.** The Year 2 Annual CHIP Update is a culmination of the year's work and documents the implementation of the Year 2 action plan and any community health improvements that may result from plan implementation (or outside factors). The Annual Update may include, but is not limited to, the following and is subject to modification based on the decisions of the initial planning meeting in Task 4.1:

- CHIP Year 2 Processes
- Feasibility and effectiveness of strategies
  - Progress or barriers made to goal accomplishment
  - Changes to health indicators (positive or negative)
- Changes to priorities, resources, and assets
- Revisions to strategies, planned activities, time-frames, targets, and assigned responsibilities

*The Year 2 annual update will be submitted by September 30, 2020.*

## TIMELINE

Morningside is committed to completing the CHA by September 2017, as specified in the RFP. Assuming a project start date of October 1, 2016, we will have approximately 9 months to draft the CHA for presentation to the public for review and comment. During the remaining three months of Year 1, HHSD will review the draft CHA and provide feedback, and then Morningside will incorporate HHSD and stakeholder comments and submit the final CHA. In the following three years of renewal options (October 2017 through September 2020), Morningside will continue the work of the CHA by collaborating with HHSD to create a CHIP, holding annual planning summits, and drafting action plans and annual update reports.

The Gantt chart below shows our proposed schedule for completing each task. Specific dates for each deliverable are shown above in the Work Plan.

## Proposed Project Timeline

Tasks	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017
<b>Year 1. Community Health Assessment</b>												
Task 1.1: Initial planning meeting with HHSD to plan data gathering activities for CHA.	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Task 1.2: Create timeline of planned CHA activities.	◆											
Task 1.3: Implement planned activities in the timeline.												
Task 1.4: Draft CHA for public review and comment.									◆			
Task 1.5: Create materials to summarize CHA findings.											◆	◆
Task 1.6: Finalize CHA.												◆
Tasks	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018
<b>Year 2. Community Health Improvement Plan Development and Action Planning.</b>												
Task 2.1: Facilitate CHIP discussion with steering committee to identify top priority areas.	◆											
Task 2.2: Conduct initial CHIP planning meeting with HHSD.	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Task 2.3: Create timeline of planned CHIP activities and meetings.			◆									
Task 2.4: Conduct planned activities for CHIP development.												
Task 2.5: Conduct planned activities for Year 1 action plan.												
Task 2.6: Finalize CHIP and Year 1 action plan.												◆
Tasks	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019
<b>Year 3. Community Health Improvement Plan Action Plan Update and Annual Report for prior year's activities.</b>												
Task 3.1: Conduct initial planning meetings with HHSD.				◆	◆	◆	◆	◆	◆	◆	◆	◆
Task 3.2: Create timeline of planned CHIP Year 2 activities.						◆						
Task 3.3: Convene planning summit.												
Task 3.4: Finalize Year 2 action plan.												◆
Task 3.5: Finalize Year 1 annual update.												◆
Tasks	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020
<b>Year 4. Community Health Improvement Plan Action Plan Update and Annual Report for prior year's activities.</b>												
Task 4.1: Conduct initial planning meetings with HHSD.				◆	◆	◆	◆	◆	◆	◆	◆	◆
Task 4.2: Create timeline of CHIP Year 3 planned activities.							◆					
Task 4.3: Convene planning summit.												
Task 4.4: Finalize Year 3 action plan.												◆
Task 4.5: Finalize Year 2 annual update.												◆

◆ = Meeting or Deliverable



## TAB 7 – PRIOR EXPERIENCE

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### A. DESCRIBE IN DETAIL EXPERIENCE TO DEMONSTRATE MINIMUM OF FIVE (5) YEARS WORKING IN AUSTIN, TEXAS TO ESTABLISH HEALTHY COMMUNITIES.

The project descriptions on the following pages demonstrate that Morningside Research and Consulting has more than five years of experience working in Austin, Texas, to establish healthy communities.

## SAFE ROUTES TO SCHOOL PROGRAM EVALUATION: CITY OF AUSTIN

**DESCRIPTION:** The Austin/Travis County Health and Human Services Department received competitive grants from the Texas Department of Transportation to implement a Safe Routes to School (SRTS) project to encourage elementary and middle school students to walk or ride their bikes to and from school.

**DUTIES PERFORMED:** For four years, Morningside conducted an evaluation of the SRTS program. The evaluation plan included pre- and post-implementation surveys of students to determine if their behavior changed as a result of the project. The plan also included surveys of and interviews with parents and community stakeholders. Morningside oversaw the preparation of pre- and post-implementation traffic and citation studies to determine whether traffic conditions improved around the schools to increase the safety of students who walk or ride their bikes.

**PERIOD OF PERFORMANCE:** November 2008 through September 2012

**KEY PROJECT STAFF:** Shari Holland, Jesse Jenkins

**RESULTS ACHIEVED:** We conducted statistical analyses to measure changes in behavior as a result of the programming implemented to encourage students to walk and ride their bikes. Some of the results of the evaluation included:

- Rates of active transport increased during the grant period, particularly during the morning commute. In many schools, the increase was statistically significant.
- Traffic speed and the amount of traffic along the route to school are issues frequently cited by parents as affecting their decisions about walking and biking.
- Children of parents who completed the parent survey in Spanish are more likely to use active transport than children of parents who completed the survey in English.
- As the number of children between kindergarten and eighth grade in the home increases, the likelihood of active transport in the morning increases.

### CLIENT CONTACT INFORMATION:

Maria Allen, LMSW/M. Div.  
Manager, Neighborhood Services Unit  
City of Austin Health and Human Services Department  
P.O. Box 1088  
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512 972 5086

Vanessa Metzger, CHES, CMQOE, LSSYB  
Program Manager, Planning and Evaluation Unit  
City of Austin Health and Human Services Department  
P.O. Box 1088  
Austin, Texas 78767  
512 972 5465

## STRATEGIC PLANNING: TRAVIS COUNTY CRIMINAL JUSTICE PLANNING

**DESCRIPTION:** The Travis County Criminal Justice Planning (CJP) Office was awarded a Bureau of Justice Assistance Mental Health Planning Grant. Morningside was contracted by CJP to facilitate the strategic planning process and prepare the strategic plan document.

**DUTIES PERFORMED:** Morningside assisted in the coordination and development of a community-wide, multi-disciplinary Advisory Board that was established to guide and review the Phase I planning grant process. We collected background research and data for planning and assessing needs. We assisted the Advisory Board in documenting current policies and procedures, including best practices, relevant budget and data points, and areas for future collaborative efforts across city, county, state, and community organizations. We developed and delivered a strategic plan document for distribution throughout the community.

**PERIOD OF PERFORMANCE:** February 2012 through September 2012.

**KEY PROJECT STAFF:** Shari Holland

**RESULTS ACHIEVED:** The strategic plan included the following components:

- An analysis of the target population indicating their demographics, their identified needs, and the services they receive in the community.
- A Sequential Intercept Model that identified the array of services provided to the target population. For each identified program, data was collected about current policies and procedures, best practices, budget information, program data, barriers, and areas for future collaboration.
- Guiding principles for future planning efforts for the target population.
- Actions for implementation, sustainability, and collaboration.

The plan received a “Plans with Promise” award from the Community Action Network, an organization in Travis County.

**CLIENT CONTACT INFORMATION:**

Cathy McClaugherty, Senior Planner  
Travis County Criminal Justice Planning  
700 Lavaca, Suite 700, Suite 1530  
Austin, Texas 78767  
512 854 7413

The Honorable Nancy Hohengarten  
Presiding Judge, County Clerk at Law #5  
509 W. 11<sup>th</sup>, 4<sup>th</sup> Floor  
Austin, Texas 78767  
512 854 9676

## PROCESS REVIEW OF A VALUE-BASED HEALTH INSURANCE BENEFITS PROGRAM: TEXAS DEPARTMENT OF STATE HEALTH SERVICES

**DESCRIPTION:** The Texas Department of State Health Services (DSHS) received funding from the Centers for Disease Control and Prevention (CDC) for a three-year project to encourage employers in Austin and San Antonio to implement changes in the design of health insurance benefits. The intent of the health benefit changes is to reduce the risk of heart attack and stroke by addressing chronic health conditions. Through this project, DSHS worked with public and private sector health care experts and employers to create local collaboratives, develop a data collection tool, and engage employers. DSHS contracted with Morningside to assess the effectiveness of the committee structure and the local government process for encouraging employers to participate in the value-based benefit design (VBBD) program.

**DUTIES PERFORMED:** Morningside developed the evaluation plan and the data collection tools for the second and third years of the VBBD project. We interviewed participating employers, project committee members, and local health department staff in both Austin and San Antonio about their participation and experience with the program. We surveyed employers throughout Texas to learn about their wellness programs and health insurance benefits. We analyzed the pre- and post-program health risk data provided by participating employers.

**PERIOD OF PERFORMANCE:** July 2009 through June 2011.

**KEY PROJECT STAFF:** Shari Holland

**RESULTS ACHIEVED:** The evaluation of the second year of the project identified areas where improvements could be made in the process, including clarifying the goals of the project, making changes to the state committee structure to better support the local health departments, and formalizing the communication between the state committee and the local health departments. The third year evaluation focused on employer outcomes and found that program participants believed that the project was valuable and should be continued. Although the three-year timeframe for the project was not sufficient to demonstrate longer-term health impacts and cost savings for employers, knowledge of VBBD strategies increased over the course of the project and employers were committed to continuing to implement new VBBD strategies. While employee participation in health risks assessments is improving, the data show frequent under-reporting of health problems by employees, indicating that objective health data is preferable to self-reported health data.

### **CLIENT CONTACT INFORMATION:**

Jane L. Osmond, MPH, RRT (no longer with DSHS)  
Program Coordinator, Adult Health and Chronic Disease

**B. DESCRIBE IN DETAIL EXPERIENCE TO DEMONSTRATE FIVE (5) YEARS' EXPERIENCE EVALUATING HEALTH EDUCATION AND PROMOTION COMMUNICATION.**

All of the projects described in Section A had a health education and promotion component. Together with the project detailed on the following page, these projects demonstrate that our firm has more than five years of experience in this area.

## EVALUATION OF A SUPPORTED EMPLOYMENT PROGRAM: TEXAS DEPARTMENT OF STATE HEALTH SERVICES

**DESCRIPTION:** The Texas Department of State Health Services (DSHS) facilitated improved supported employment services for adult clients of the state mental health system by implementing a learning community process. The process provided training and analysis to participants to facilitate simplified navigation through existing employment and health services and the use of evidence-based supported employment practices within the existing mental health system case management workforce. DSHS enlisted staff from local mental health and employment agencies in four Texas cities as well as representatives from state agencies to participate; DSHS also established an expert team and a steering group to guide the project.

**DUTIES PERFORMED:** Morningside provided an independent review of the learning community project. The purpose of the review was to assess the initial impact and future potential of the learning community process. Assessment activities included:

- Interviews with learning community participants
- Observations of the learning community conferences and conference calls
- A pre- and post-conference survey of the participants who were present at the first and last learning sessions

**PERIOD OF PERFORMANCE:** February through December 2010.

**KEY PROJECT STAFF:** Shari Holland

**RESULTS ACHIEVED:** Morningside determined that the learning community structure and process effectively assisted the local participants and the state team in achieving their goals for supporting employment. Our report also included recommendations for strengthening the effectiveness of the process.

**CLIENT CONTACT INFORMATION:**

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Addiction Research Institute/GCATTC, Center for  
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**C. DESCRIBE IN DETAIL EXPERIENCE RELATED TO DEVELOPMENT OF EVALUATION PLANS, REPORTS, AND/OR PEER REVIEWED ARTICLES OF EVALUATION RESEARCH. PROVIDE EXAMPLES.**

Morningside has engaged in many types of evaluations of public programs. Working along the evaluation continuum, we conduct needs assessments to determine the need for new programs and services or modifications to existing programs. We conduct process (formative) evaluations to determine whether existing programs are operating efficiently and effectively. We also conduct summative evaluations to measure program outcomes, gathering information from stakeholders involved in program development and implementation as well as from the population that the program is intended to serve or impact.

On the following pages are descriptions of evaluations and needs assessments conducted by Morningside that are not included in the previous two categories above.

## HUMAN SERVICES NEEDS ASSESSMENT: MARATHON COUNTY, WISCONSIN

**DESCRIPTION:** The Marathon County, Wisconsin, Board of Supervisors commissioned a comprehensive human services needs assessment to identify future needs and a service delivery structure for human services in Marathon County. The Board of Supervisors intends to use this needs assessment to prioritize the human services funded by the county and determine how those services are to be provided, including but not limited to whether or not Marathon County will continue to provide services to residents through North Central Health Care (NCHC), a multi-county, quasi-governmental entity.

**DUTIES PERFORMED:** Morningside conducted research on current human needs assets, unmet needs, gaps in services, and trends that will influence or impact human service delivery in the future. We paid special attention to behavioral health services and delivery of those services by county entities in order to help the county decide how to continue to provide those services. We conducted an extensive review of previous needs assessments completed of county services. An extensive series of meetings and interviews were held with Marathon County staff, providers of human services throughout the county, other stakeholders, and residents to identify, discuss, and prioritize the human services needs in the community. During focus groups and stakeholder meetings, participants were asked to complete prioritization exercises to determine the services and locations with greatest needs. Morningside analyzed the qualitative data, summarized the results of the research, identified the top human services needs in the county, identified gaps in services, and developed recommendations for the county to consider regarding the delivery of behavioral health services as well as the skilled nursing services provided at the county-owned Mount View Care Center.

**CLIENT:** Marathon County, Wisconsin, Office of the County Administrator

**PERIOD OF PERFORMANCE:** February 2016 to September 2016.

**KEY PROJECT STAFF:** Shari Holland, Jesse Jenkins

### **RESULTS ACHIEVED:**

- Extensive analysis of current human services needs, both countywide from all of the major community funders, as well as the Marathon County departments.
- For each need identified, the discussion includes relevant data, stakeholder prioritization results, prior needs assessment results, available assets, and gaps in services.
- An asset map to visualize Marathon County human service needs, assets, and gaps.
- Options for the County Board of Supervisors to consider for the continued provision of human services currently provided by NCHC, including the programmatic and fiscal implications of the options identified.
- Recommendations regarding the operations of the Mount View Care Center.

### **CLIENT CONTACT INFORMATION:**

Brad Karger  
County Administrator  
Marathon County  
500 Forest St  
Wausau, Wisconsin 54403  
715 261 1404



## HOUSING NEEDS ASSESSMENT: CITY OF DAVENPORT, IOWA

**DESCRIPTION:** Every five years, jurisdictions that receive federal housing and community development funding from the U.S. Department of Housing and Urban Development (HUD) are required by HUD to prepare a Five-Year Consolidated Plan. The Consolidated Plan identifies housing and community development needs and explains how HUD funding will be allocated to address these needs. The City of Davenport Community Planning and Economic Development Department contracted with Morningside in February 2015 to conduct a housing needs assessment to identify the housing and community development needs in Davenport. The housing needs assessment was conducted to support the City of Davenport Five-Year Consolidated Plan and meet the requirements of a new source of state funds for affordable housing, the Workforce Housing Tax Incentives Program.

**DUTIES PERFORMED:** Morningside coordinated and facilitated a public participation process to obtain resident input on the housing and community development needs in Davenport, which included developing a resident survey, conducting focus groups and a public forum, and conducting stakeholder interviews. In addition to the public participation process, Morningside conducted extensive research on the demographic, economic, housing, and community development trends and needs in Davenport. The final report included analyses of these factors and recommendations for future action to address the needs identified.

Data for the housing needs assessment report were drawn from a variety of sources, including data and documents from: the City of Davenport, the public participation process conducted in March 2015, the U.S. Census Bureau, the U.S. Department of Housing and Urban Development (HUD), the Iowa Finance Authority, a local point-in-time housing survey of the Quad Cities, the Quad Cities Realtor Association, and the Iowa Economic Development Authority.

**CLIENT:** City of Davenport Community Planning and Economic Development Department

**PERIOD OF PERFORMANCE:** February 2015 to June 2015.

**KEY PROJECT STAFF:** Shari Holland, Esha Clearfield, Jesse Jenkins

### **RESULTS ACHIEVED:**

- Coordinated and facilitated a successful public participation process to obtain stakeholder and resident input on the housing and community development needs in Davenport. Facilitated community meetings attended by over 35 residents and stakeholders. Surveyed over 375 residents through a resident survey of housing and community needs conducted online and in paper format.
- Drawing on the feedback received during the public participation process, as well as additional research into the demographic, economic, housing, and community development trends and needs in Davenport, Morningside completed the housing needs assessment report with recommendations for future action.

### **CLIENT CONTACT INFORMATION:**

Sarah Ott  
Economic Development Coordinator  
City of Davenport  
226 W. 4th Street  
Davenport, Iowa 52801  
563 326 6167

## HOUSING NEEDS ASSESSMENT: CITY OF CEDAR RAPIDS, IOWA

**DESCRIPTION:** Every five years, jurisdictions that receive federal housing and community development funding from the U.S. Department of Housing and Urban Development (HUD) are required by HUD to prepare a Five-Year Consolidated Plan. The Consolidated Plan identifies housing and community development needs and explains how HUD funding will be allocated to address these needs. The City of Cedar Rapids, Housing Services – Community Development, contracted with Morningside in December 2014 to research and complete the housing needs assessment, housing market analysis, and strategic plan components of the HUD Consolidated Plan Integrated Disbursement and Information System (IDIS) templates.

**DUTIES PERFORMED:** Morningside coordinated and facilitated the public participation component of the Consolidated Plan, which included developing a resident survey, conducting a focus group and public forum, and conducting stakeholder interviews. Morningside researched and completed the housing needs assessment, housing market analysis, and strategic plan components of the Consolidated Plan. Morningside provided a separate document summarizing the input received from residents and stakeholders during the public participation process.

**CLIENT:** City of Cedar Rapids, Housing Services - Community Development

**PERIOD OF PERFORMANCE:** December 2014 to February 2015.

**KEY PROJECT STAFF:** Shari Holland, Esha Clearfield, Jesse Jenkins

**RESULTS ACHIEVED:**

- Coordinated and facilitated a successful public participation process to obtain stakeholder and resident input on the housing and community development needs in Cedar Rapids. Facilitated community meetings attended by over eighty residents and stakeholders. Received over 560 responses from residents to a survey of housing and community needs conducted online and in paper format.
- Drawing on the feedback received during the public participation process, as well as additional research into the demographic, housing, and community development trends and needs in Cedar Rapids, Morningside completed the housing needs assessment, housing market analysis, and strategic plan components of the Consolidated Plan.

**CLIENT CONTACT INFORMATION:**

Chrystal Shaver  
Community Development Programs Specialist  
Housing Services - Community Development  
City of Cedar Rapids  
101 First Street SE  
Cedar Rapids, Iowa 52401  
319 286 5182

## STUDY OF MENTAL HEALTH CARE SERVICES AND EXPENDITURES: EAST TEXAS COUNCIL OF GOVERNMENTS

**DESCRIPTION:** At the direction of the county judges in the 14 counties that comprise the East Texas Council of Governments (ETCOG), ETCOG commissioned a study of the costs associated with addressing the unmet needs of residents of the region who have mental health and substance abuse disorders. Morningside conducted the study and submitted a report with a number of options that ETCOG could consider to address the mental health care needs in their region.

**DUTIES PERFORMED:** Morningside developed a survey with input from county judges and other elected officials to collect expenditure data from each of the 14 counties. In addition, expenditure data were collected from the local mental health authorities (LMHAs) serving the region. The report details the regional costs and issues related to addressing the unmet needs of residents with mental illness and substance use disorders and serves as a detailed background and planning document that will support the future development of a regional strategic plan for mental health.

**CLIENT:** East Texas Council of Governments

**PERIOD OF PERFORMANCE:** September 2013 through May 2014.

**KEY PROJECT STAFF:** Shari Holland, Jesse Jenkins

### **RESULTS ACHIEVED:**

- The report compares the mental health services and spending among the 14 counties in the ETCOG region.
- The study identified significant areas of concern expressed by the counties and LMHAs regarding regional mental health care needs.
- The study found that counties incur significant expenditures to supplement the direct services provided by the LMHAs and to manage the number of untreated individuals who are processed through their legal systems and sheriff's departments. The 14 counties are burdened by the crises that emerge when community services are not available or are not accessible.
- The report includes options for the counties to develop one or more regional solutions that will address the mental health care needs and challenges of the 14 rural counties.

### **CLIENT CONTACT INFORMATION:**

David A. Cleveland  
Executive Director  
East Texas Council of Governments  
3800 Stone Road  
Kilgore, Texas 75662  
903 218 6400

## HUMAN SERVICES NEEDS ASSESSMENT: BROWARD COUNTY HUMAN SERVICES DEPARTMENT

**DESCRIPTION:** The Broward County, Florida, Human Services Department commissioned a comprehensive human services needs assessment to support a comprehensive planning process for the financing and delivery of services by the department. Morningside was a subcontractor to Public Works LLC (Public Works) on this project. After the completion of the needs assessment, Morningside and Public Works were subsequently contracted to facilitate the development of a departmental strategic plan and provide technical assistance to the department to implement our recommendations in the needs assessment.

**DUTIES PERFORMED:** Morningside conducted research on the financing and delivery of primary care services and services for individuals with mental health and substance use disorders, focusing on the impact of recent changes in the funding of these services. We interviewed dozens of key stakeholders, toured service locations, and conducted a focus group of consumers of a substance abuse treatment center and a focus group of providers of adult mental health and substance abuse services. Morningside summarized the results of the research and worked with the project team to identify the top human services needs in the county and develop recommendations for the county to improve their role as a major funder of social services in the community.

**PERIOD OF PERFORMANCE:** November 2013 to August 2015.

**KEY PROJECT STAFF:** Shari Holland

**RESULTS ACHIEVED:** The project achieved the following results:

- Identification of the gaps in services in the community. The needs assessment was intended to be a guide for determining the allocation of limited funds for delivering services to the community.
- Extensive analysis of current human services spending, both countywide from all of the major community funders, as well as by the Broward County Human Services Department.
- A discussion of the major issues identified related to service gaps and the delivery system in Broward County with a focus on the role and responsibilities of the Broward County Human Services Department. Each topic area includes background that describes the current situation and findings and recommendations on actions the department can take to improve the delivery system for human services.
- A new strategic plan incorporating the recommendations from the needs analysis.

**CLIENT CONTACT INFORMATION:**

Marion Reitz  
Chief Operating Officer (retired)  
Public Works, LLC  
18 Moorlinch Blvd  
Medford, New Jersey 08055  
609 828 9492  
319 286 5182

## NEEDS ASSESSMENT: ARLINGTON, TEXAS, PUBLIC LIBRARY

**DESCRIPTION:** The Arlington Public Library was awarded a National Leadership Grant from the federal Institute of Museum and Library Services (IMLS) for fiscal year 2013. The purpose of the planning grant was to conduct an assessment of the community's capacity to promote early learning and school readiness and develop a coherent system of early care and education that encourages and enables parents, families, and caregivers to help their children learn.

**DUTIES PERFORMED:** Morningside researched the demographics of families and children in the city, including enrollment in early childhood programs; interviewed stakeholders throughout the community who are dedicated to improving the quality of early learning and early school readiness programs and services; facilitated focus groups with parents and early education providers; designed and administered a web-based survey to providers of early child care and education (in English and Spanish); and designed and distributed a survey of parents (in English, Spanish, and Vietnamese). Ms. Penny convened an implementation team to review the data collected and develop an implementation plan for addressing the gaps identified.

**PERIOD OF PERFORMANCE:** February 2013 through October 2013.

**KEY PROJECT STAFF:** Shari Holland, Carla Penny

**RESULTS ACHIEVED:** The strategic plan included the following components:

- A scan of the demographics of the community and an inventory of the early education providers.
- Identification of quality early education programs in place in the community.
- Findings from the interviews, focus groups, and surveys.
- A focused, measureable, and scalable implementation plan to increase parent engagement.

### CLIENT CONTACT INFORMATION:

Yoko Matsumoto  
Director of Libraries  
Arlington Public Library  
101 E. Abram Street  
Arlington, Texas 76010  
817 459 6916

## LIBRARY SERVICES AND TECHNOLOGY EVALUATION: TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

**DESCRIPTION:** The Texas State Library and Archives Commission (TSLAC) receives Library Services and Technology Act (LSTA) funding from the federal Institute of Museum and Library Sciences (IMLS) through the Grants to States program. As part of the IMLS funding requirements, state library organizations are required to evaluate program performance every five years.

**DUTIES PERFORMED:** Morningside was hired to conduct an independent evaluation. The purpose of the evaluation was to determine whether Texas accomplished the priorities and goals outlined in the LSTA Five-Year Plan for Texas, 2008-2012. In addition, the evaluation measured how effectively each program was functioning and was perceived by the libraries and library system coordinators utilizing the programs. Evaluation activities included:

- Review and analysis of performance metrics reported by multiple programs over a five-year period.
- Interviews and focus groups with librarians across the state.
- Web-based surveys of public and academic librarians.

**PERIOD OF PERFORMANCE:** August 2011 through March 2012.

**KEY PROJECT STAFF:** Shari Holland

**RESULTS ACHIEVED:** Morningside determined that nearly all of the 72 LSTA targets were met or exceeded. Thirteen targets were partially met and one target was not met. Four targets could not be measured because data were unavailable. Performance metrics had greatly improved since the last evaluation in 2007 and almost all of the current outputs and outcomes were measurable and quantifiable. Despite the improvements, challenges were encountered when analyzing the performance reports, and surveys and interviews indicated that performance measures can continue to be improved. The report provided specific recommendations for improvement.

**CLIENT CONTACT INFORMATION:**

Deborah Littrel  
Director of Library Development and Networking  
Division  
Texas State Library and Archives Commission  
P.O. Box 12927  
Austin, Texas 78711  
512 463 5456

Stacey Malek  
Program Coordinator  
Library Development  
Texas State Library and Archives Commission  
P.O. Box 12927  
Austin, Texas 78711  
512 463 5532

## GAP ANALYSIS AND STRATEGIC PLAN: CAMERON COUNTY, TEXAS

**DESCRIPTION:** Workforce Solutions Cameron (WFS Cameron), the local workforce development board in Cameron County, Texas, contracted with Morningside to assist with the identification of gaps and overlaps in child care services and resources available to children with special needs and to develop a strategic plan to address identified service gaps. WFS Cameron wanted to ensure that the community is aware of the availability of resources for children with special needs and to ensure that the child care facilities providing subsidized care can provide services that are beneficial to the child and the parents.

**DUTIES PERFORMED:** Morningside used existing data to estimate the demand for child care services in Cameron County and the demand for child care for special needs children. We then identified all of the providers of early childhood and school-age child care and which of those providers were currently serving children with special needs or were capable of serving children with special needs. We also interviewed peer workforce development boards elsewhere in Texas to identify best practices in serving children with special needs. In the gap analysis, we described the specific instances where the services and support available did not meet the need for services.

**CLIENT:** Workforce Solutions Cameron County

**PERIOD OF PERFORMANCE:** September 2010 through March 2011.

**KEY PROJECT STAFF:** Shari Holland, Jesse Jenkins

**RESULTS ACHIEVED:** The recommendations developed for the strategic plan were designed to mitigate or eliminate identified gaps and to ensure that children with special needs have access to and receive quality child care. The recommendations included the following:

- Define special needs in order to identify and track children.
- Streamline and simplify the process for child care providers to receive an enhanced reimbursement rate for serving special needs children.
- Provide more training for providers and education for parents on normal child development.
- Increase coordination and collaboration in the community among child care providers and organizations with vested interest in children with special needs.

We also recommended that the child development specialist position that was previously in place be reinstated in order to facilitate the implementation of the strategic plan and to maintain on-going efforts.

### **CLIENT CONTACT INFORMATION:**

Gaylen Lange  
Executive Director  
Workforce Solutions Cameron  
245 East Levee Street  
Brownsville, Texas 78520  
956 548 6700



## WORK SAMPLES

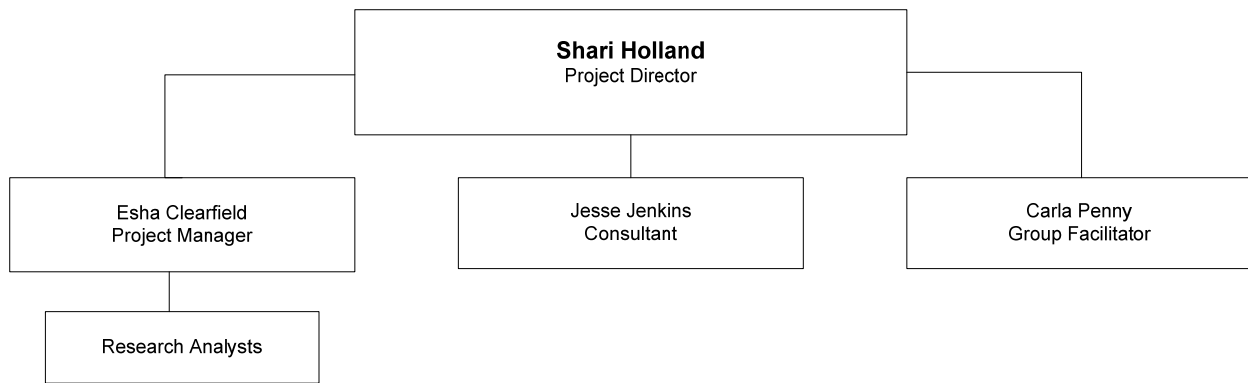
Morningside has submitted the following three reports electronically with our proposal. More detailed descriptions of each of the projects for which these reports were prepared are included earlier in Tab 7.

1. Marathon County, Wisconsin, Human Services Needs Assessment  
*Brief Project Description: Analysis to determine the needs and gaps in human services for county.*  
*Project Timeline: February 2016 to September 2016*  
*Project Completion Date: In Progress (September 2016)*  
*Names of subcontractors: Carla Penny*
2. City of Davenport, Iowa, Housing Needs Assessment  
*Brief Project Description: Market analysis to determine the need for affordable housing.*  
*Project Timeline: February 2015 to June 2015*  
*Project Completion Date: June 15, 2015*  
*Names of subcontractors: None*
3. City of Arlington Public Library Early Education Needs Assessment  
*Brief Project Description: Needs assessment to develop a plan for improving early education resources.*  
*Project Timeline: February 2013 through October 2013*  
*Project Completion Date: October 11, 2013*  
*Names of subcontractors: Carla Penny*

## TAB 8 – PROJECT MANAGEMENT STRUCTURE

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Morningside Research and Consulting (Morningside) will complete the proposed scope of work with the following staff.



### APPROACH TO PROJECT MANAGEMENT

Morningside staff have experience managing large, complex projects, are respectful of client deadlines and project schedules, and consistently manage consulting projects in a timely manner. We use a number of tools and processes to ensure we meet deadlines and minimize the impact of interruptions, such as staff absences and equipment failures:

1. We utilize an **automated project management system** that makes all project tasks and milestones transparent to our entire team. Any team member has access to the project tasks and can edit or reassign tasks based on staff availability. We maintain very detailed electronic task and milestone lists for each project.
2. We maintain a **detailed internal project timeline** that considers and schedules all of the editing and review that must occur before we submit a deliverable to client.
3. We assign a **project manager** to each new engagement. This project manager is the single point of contact for all client communication and is responsible for monitoring the timeline, assigning tasks to the project team, maintaining project quality, keeping our project director apprised of the status of the project, and vetting with the project director and the project team any challenges that arise.
4. We ensure **continuity of project personnel** in a number of ways: by clearly documenting all project tasks, ensuring that the project manager is well informed and involved in all staff activities, and by incorporating redundancy into our work plan so that more than one individual is knowledgeable about each component of the project. If we experience changes in personnel or staff are temporarily unavailable due to leave or illness, we always have another project staff member who is able to continue on the project until the staff member returns to work or is replaced.
5. As we describe in our work plan, we **communicate directly with the client on a regular basis**, both in writing and in person. We have multiple team members available to respond to client requests.

6. We have both a ***redundant server system and an off-site, cloud backup system*** that protects the entirety of our document files. Documents can be recovered immediately if we experience a failure in our computers or server.

This project management approach allows us to identify potential risks to project completion, which are typically related to data availability or the availability of individuals for interviews. As these risks are identified, we will discuss them in our regularly scheduled meetings with the client along with options for mitigating them. We never bring a problem to a client without considering and proposing potential solutions; we always come prepared to discuss the benefits and challenges of those solutions.

## TAB 9 – PERSONNEL

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### PROJECT TEAM

Morningside Research and Consulting (Morningside) employs professional staff with backgrounds in planning, research, needs assessments, program evaluation, statistical analysis, and public policy analysis. Our team is experienced in planning for outreach to businesses, communicating with businesses, and working with the local business community in the City of Austin. Shari Holland has been the President of Morningside since founding the company in 1999. She has more than 25 years of experience in strategic planning, needs assessments, program evaluation, and fiscal impact analysis. She will serve as the project director. Esha Clearfield will serve as the project manager and will lead the data collection, data analysis, and report preparation for this project. Jesse Jenkins will provide management support to this project; he has expertise in stakeholder engagement, research methods and design, evaluation, project management, and writing. Carla Penny will assist in the development of the planning summits and facilitate these and other group meetings.

### KEY CONSULTANTS

Morningside employs professional staff with backgrounds in program evaluation, public policy analysis, and research. The skills of each staff member are summarized on the following pages and full resumes are also included.

**SHARI HOLLAND, M.P.AFF.,** is the President of Morningside and has more than 25 years of experience evaluating public programs and presenting policy findings and recommendations to elected officials and public audiences. Ms. Holland's knowledge and insight about governmental policy and decision-making processes enables her to identify and analyze critical issues that impact public programs. Ms. Holland has advised administrators at the state and local level regarding improved fiscal and management practices.

Ms. Holland has directed each of the projects described in our proposal and has been actively involved in conducting interviews and research and facilitating focus groups. Ms. Holland will serve as the Project Director and will be responsible for quality control, on-going communication, maintaining project momentum and organization, and overseeing all project tasks.

**ESHA CLEARFIELD, M.A., M.P.AFF.,** will serve as the project manager for this project and will be responsible for handling the day-to-day activities throughout the duration of the project and will be the first point of contact on all matters related to this project. Ms. Clearfield is a Consultant at Morningside and conducts program evaluation, planning, and research. She is an excellent researcher and an expert in stakeholder engagement and focus group facilitation. She recently led the completion of needs assessments and the development of strategic plans for the cities of Davenport and Cedar Rapids, Iowa. She was responsible for planning and implementing the stakeholder engagement activities in both cities, including the development and administration of a survey, conducting key person interviews, and facilitating focus groups.

Ms. Clearfield has conducted wide-ranging research on issues impacting Latino communities in the United States and in Latin America. She was awarded a Fulbright grant to Ecuador to conduct research on the socio-familial and economic impact of Ecuadorian emigration. She is conversant in Spanish.

**JESSE JENKINS, B.S.,** is a Consultant with eight years of experience at Morningside. He will lead the data collection, data analysis, and report preparation for this project. Mr. Jenkins has conducted research for most of

the needs assessments conducted by Morningside. Mr. Jenkins is skilled at conducting qualitative and quantitative data analysis and in comparing and identifying best practices in the regulation, administration, operation, and outcomes of state and local government agencies. He has collected and reported demographic data for many of our projects. He is experienced in analyzing information collected through literature reviews, interviews, surveys, and other methods.

**CARLA J. PENNY, M.A.,** is a skilled, creative, well-organized, and effective facilitator who is able to guide discussions to allow individuals, often with disparate interests and viewpoints, to participate and voice their issues and concerns. With a background in organizational development, her expertise is guiding public and private organizations through change and helping make ideas concrete and actionable. Ms. Penny has the ability to forge collaborative relationships and has an open communication style and an ability to articulate critical information in clear terms. She has an extensive background in working with social services organizations. She has conducted focus groups in many settings from corporate offices to community facilities.

The Morningside team also includes two additional staff members who provide research and analytical support as well as administrative coordination. Morningside will also subcontract as needed to meet any project translation needs for written documents as well as for presentations at community meetings. Morningside will work with HHSD to ensure that all events and materials are accessible to stakeholders.

#### TEAM COLLABORATION

Our team of consultants and research analysts has many years of experience working together, collaborating on projects, and constantly improving processes. Each staff member is expected to produce accurate and high quality work and we effectively leverage the strengths and talents of each of our staff to create high functioning and synergistic project teams. We intentionally foster a professional, cooperative, and positive office culture in which all team members play an integral role.

This culture of professionalism and cooperation extends to our relationships with clients. From project inception to the delivery of a final product, Morningside staff work collaboratively and efficiently to meet and exceed client expectations. All projects are meticulously planned and researched and our multilayered internal review process results in exceptional final products.

Morningside will ensure that all drivers used to provide services under any resulting contract are legally qualified to provide the services contained within this specification. Morningside will utilize screening criteria for drivers and submit a copy of such screening criteria within 24 hours following request by the City. No additional charges shall be requested at the time of transport.

The following pages include bios and resumes for each of our key consultants.

Shari Holland is the owner and principal consultant of Morningside Research and Consulting and has more than 25 years of experience planning and evaluating public programs and presenting policy findings and recommendations to elected officials and public audiences. Ms. Holland has knowledge and insight about governmental policy and decision-making processes and is able to identify and analyze critical issues that impact public programs. Ms. Holland has been a member of the American Evaluation Association since 2000.

### RELEVANT EXPERIENCE

- **PROGRAM EVALUATION.** Ms. Holland has planned and lead evaluations of public programs at the state and local level as well as for non-profit organizations. She has engaged in many different types of evaluations, including needs assessments to determine the need for services and modifications to existing programs as well as process evaluations to determine whether or not programs are implemented efficiently and effectively. She has also evaluated program outcomes, gathering information to measure the results of a program. She gathers data from stakeholders involved in program development and implementation as well as from the population that the program is intended to serve or impact.
- **ORGANIZATIONAL ASSESSMENT.** Ms. Holland has directed numerous assessments of local and state government organizations. These reviews of the regulatory, administrative, and programmatic functions of government programs determine the extent to which the mission and goals of the program are being met and identify areas of risk and improvement. Data gathering techniques have included surveys, key person interviews, literature reviews, benchmarking, and analysis of program cost and outcome information. Ms. Holland has advised administrators and elected officials at the state and local level regarding improved fiscal and management practices.
- **IDENTIFYING CRITICAL SUCCESS FACTORS.** Based on experience leading the development of program goals, objectives, and performance measures, as well as monitoring attainment of performance metrics, Ms. Holland helps organizations identify where business practices are out of alignment with the goals of the organization. Her experience with performance measurement began with her participation in the implementation of the state of Texas and Travis County performance-based budgeting systems and she has continued to assist many organizations in developing and tracking relevant, meaningful, and measurable performance metrics.

### EDUCATION

M.A., Public Affairs, Lyndon B. Johnson School of Public Affairs, University of Texas, Austin, Texas.

B.A., Urban Affairs, The American University, Washington, D.C.

Esha Clearfield is a consultant at Morningside Research and Consulting with expertise in research methods and design, evaluation, project management, and writing. Ms. Clearfield, who has over a decade of research and policy analysis experience, has worked in a variety of policy and research settings, including as a Consultant for the Texas Office of the Attorney General, as a Policy Coordinator for the Texas Council on Family Violence, as a Research Assistant at an early childhood education research institute, as an independent, grant-funded researcher in Ecuador, as a Policy Research Intern at a Washington, D.C.-based think tank, and as part of an LBJ School of Public Affairs policy research project for the Annie E. Casey Foundation.

### RELEVANT EXPERIENCE

- **RESEARCH METHODS, DESIGN, AND EVALUATION.** Ms. Clearfield has experience with data collection methods including content analysis, interviewing, facilitating focus groups and stakeholder meetings, developing and administering surveys, and conducting literature reviews and best practices research. Ms. Clearfield also has research design and evaluation experience. At the Puckett Institute, Ms. Clearfield coordinated an evaluation of an early childhood intervention training program, developing the research protocols and field-testing the evaluation process. She also conducted a research and preliminary evaluation project for the Texas Office of the Attorney General-Child Support Division on the Division's family violence-related policy changes, overseeing all stages of the research project from defining objectives for the project to writing the final report with recommendations for executive review.
- **REPORTING RESEARCH FINDINGS.** Ms. Clearfield has extensive experience synthesizing research findings and producing a wide range of documents, including the development of grants and proposals; surveys; policy analyses; legislative analyses; PowerPoint presentations; training and resource materials; draft and final reports; and project deliverable updates and reports. Ms. Clearfield's skill is demonstrated by a number of research and writing awards, as well as the award of a Fulbright grant.
- **PROJECT MANAGEMENT.** Ms. Clearfield is an experienced project manager. In addition to managing research and evaluation projects, Ms. Clearfield led a variety of projects at the Texas Council on Family Violence with the goal of improving statewide response to family violence by increasing cross-training and collaboration among family violence programs and other state-funded organizations. Ms. Clearfield also has business and financial management experience. Ms. Clearfield managed a wide range of business priorities for a nonprofit advocacy organization, including managing agency budgets; performing bookkeeping and cost analysis; producing monthly financial reports and quarterly reports for the Board of Directors; and overseeing grant, contract, and reporting requirements. Ms. Clearfield's project management skills include creating project objectives and project plans; developing budgets and timelines; conducting ongoing project oversight and staff supervision; ensuring compliance with contract deliverable deadlines; evaluating the achievement of goals; and reporting on project activities.

### EDUCATION

M.P.Aff., Lyndon B. Johnson School of Public Affairs, University of Texas, Austin, Texas.

M.A., Latin American Studies, Lozano Long Institute of Latin American Studies, University of Texas, Austin, Texas.

B.A., Anthropology, University of North Carolina-Asheville, Asheville, North Carolina.



Jesse Jenkins is an experienced consultant and has been a valued team member at Morningside Research and Consulting for eight years. Mr. Jenkins serves as project manager for consulting engagements, managing project timelines and resources and supervising research, analysis, and the development of project deliverables. He is a skilled and experienced researcher and leads our data collection efforts, including literature reviews, data mining, and stakeholder outreach. He designs and conducts interviews, surveys, and focus groups. He creates and maintains our client databases in Microsoft Excel and Access. Mr. Jenkins' knowledge of and experience with qualitative and quantitative data analysis combined with his experience with various methods of data collection make him a very effective research analyst.

### RELEVANT EXPERIENCE

- **DATA COLLECTION, ANALYSIS, AND REPORTING.** Mr. Jenkins has experience collecting and analyzing both qualitative and quantitative data. Mr. Jenkins conducts interviews; has collected, organized, and analyzed data from large, external data sets; and has designed and administered paper and web-based surveys to collect information from a variety of internal and external stakeholders. Mr. Jenkins analyzes data and leads quality control efforts. Mr. Jenkins is able to effectively communicate research results in written reports with the appropriate use of charts and tables.
- **RESEARCH.** Mr. Jenkins has considerable experience conducting comprehensive literature reviews for sociological research studies as well as public policy consulting projects. He has reviewed government rules, regulations, strategic plans, internal and external audits and reviews, and budget documents as well as journal and newspaper articles and reports prepared by trade and advocacy associations. Mr. Jenkins is adept at preparing written summaries of information gleaned from these and other sources. He is also skilled in comparing the regulations, administration, operations, and outcomes of state and local programs based on information gained through literature reviews, interviews, surveys, and other research.
- **DATABASE DEVELOPMENT.** Mr. Jenkins designs, maintains, and analyzes Microsoft Excel and Access databases used in multiple projects. Mr. Jenkins serves as the database administrator and oversees all database design, maintenance, upgrades, data entry, and data analysis for Morningside. He maintained an internal database used to produce annual reports comparing the financial and operating statistics of the ten largest public hospitals in Texas. Mr. Jenkins designed and implemented a database used to analyze regulatory and compliance data as part of a legislatively mandated study.

### EDUCATION

B.S., Applied Sociology, Texas State University-San Marcos, San Marcos, Texas.

Carla Penny has been a practitioner of organization development and human resource management for over 25 years. Specializing in organizational performance management and change, she works with large, geographically dispersed companies as well as government agencies across the United States. Her understanding of the interplay between people and organizational systems and policies allow her to be effective in leading sustainable organizational change in a variety of settings.

### RELEVANT EXPERIENCE

- **ORGANIZATIONAL DEVELOPMENT.** Ms. Penny designs and facilitates strategic planning and related executive/leadership processes. She has served on corporate-wide implementation teams for major organizational performance initiatives and has assisted these organizations in achieving meaningful and lasting change. She has developed curricula and work plans to support staff and enterprise-wide organization development and change management. Ms. Penny has co-authored several assessment tools for organizational health and she has assisted numerous organizations with designing, implementing, and sustaining systems that support organizational, team, and individual effectiveness.
- **FACILITATION.** Ms. Penny designs and facilitates organizational performance management/measurement processes for public and private organizations. She is adept at structuring and leading stakeholder input processes to inform programmatic decision-making. She has worked with libraries, early education programs, and many other public programs.
- **PROGRAM DESIGN.** Ms. Penny works with governmental agencies to design programs, work processes, and performance management tools that support efficient achievement of agency mission and intended outcomes.

### EDUCATION

M.S.S.W., Social Work, The University of Texas, Austin, Texas.

B.A. and B.S.S.W., Psychology and Clinical Social Work, The University of Texas, Austin, Texas.

SHARI L. HOLLAND

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Austin, Texas 78765  
512 302 4413

[sholland@morningsideresearch.com](mailto:sholland@morningsideresearch.com)

[www.morningsideresearch.com](http://www.morningsideresearch.com)

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## EMPLOYMENT

### PRESIDENT, MORNINGSIDE RESEARCH AND CONSULTING, INC. (APRIL 1999 TO PRESENT).

Directs the research and consulting activities of Morningside Research and Consulting and leads the implementation of each project. Has extensive experience reviewing public programs and their funding and making recommendations to public officials. Leads organizations through the process of evaluating their internal structures and processes as well as the impact they have on their clients and customers. With a focus on the allocation of public resources, Morningside Research and Consulting works with clients to identify how funds are being used and whether the allocation of resources reflects the needs and priorities of the organization. A list of completed projects can be found on [www.morningsideresearch.com](http://www.morningsideresearch.com).

### PLANNER, AUSTIN/TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, OFFICE OF THE DIRECTOR (APRIL 1997 TO APRIL 1999).

Served as Executive Assistant to Department Director and Deputy Director. Conducted policy analysis and analytical, programmatic, and managerial research on various projects. Advised the Director on major departmental reorganization. Supervised customer service activities. Determined the feasibility of initiating new programs and expanding existing services. Evaluated recommended changes in administrative policies and organizational procedures. Facilitated staff work teams and recommended improved management practices. Coordinated analysis of the impact of state legislation on agency programs and operations.

### SENIOR PLANNING AND BUDGET ANALYST, TRAVIS COUNTY PLANNING AND BUDGET OFFICE (AUGUST 1993 TO APRIL 1997).

Assigned to several departments, including health and human services and transportation and natural resources. Monitored revenues and expenditures, assisted departments in the preparation of annual budget, evaluated departmental budget requests, and presented budget recommendations to the Commissioners Court. Coordinated and tracked the budgeting and monitoring of grants received countywide. Coordinated the preparation of bond issuances and development of the debt policy model. Helped develop strategic planning model and worked with departments to develop and implement strategic plans. Responded to inquiries from Commissioners Court, county departments, and the public.

### PROGRAM ANALYST, LEGISLATIVE BUDGET OFFICE, TEXAS STATE LEGISLATURE (JULY 1991 TO JULY 1993).

Evaluated programs and monitored the performance of nine state agencies. Made recommendations to the legislature about agency programs and activities related to juvenile justice, labor programs, and child abuse and neglect prevention programs. Analyzed fiscal impact of proposed legislation. Worked with legislative staff to successfully pass child labor legislation in 73rd Legislative session. Responded to legislative inquiries. Assisted in implementing a new performance-based budgeting system, which required working with agencies to create strategic plans, develop performance measures, and monitor quarterly attainment of the measures.

Other projects included a study of maternal and infant health care, an evaluation of health licensing agencies, and updating the LBO program evaluation manual.

INSTRUCTOR, AUSTIN COMMUNITY COLLEGE, NORTHRIDGE CAMPUS, AUSTIN, TEXAS (AUGUST 1995 TO MAY 1996).

Taught two sections of a course entitled "Texas State and Local Government." Provided instruction on the environment and institutional structures that define Texas state and local government as well as the political processes in Texas and how public policy is developed. Students analyzed current political topics and actual primary electoral contests at the state and local level in order to understand how public policy and public decision-making occur and how the public participates in the political process.

INTERN, THE MINISTRY OF LABOR, BUDAPEST, HUNGARY (SUMMER 1990).

Researched the topic of unemployment as it emerged under the new economic system in Hungary and evaluated the effectiveness of governmental policies implemented to address the problem. Interviewed academicians and governmental policy makers. Results of research submitted as Professional Report entitled "Unemployment in Hungary: Developing Policies to Meet the Needs of a New Class of Hungarian Workers" in fulfillment of Master of Public Affairs graduation requirement. First Reader: Professor James Galbraith.

RESEARCH ASSISTANT, THE AMERICAN SOCIETY FOR TRAINING AND DEVELOPMENT, ALEXANDRIA, VIRGINIA (SEPTEMBER 1987 TO JULY 1989).

Researched and wrote for a project underwritten by the U.S. Department of Labor reviewing employment, training, and education policy within the context of employer institutions. Worked with a team of researchers to coordinate research activities and produce three books and a training manual. Reviewed current literature and interviewed training practitioners to gather information for case studies.

## EDUCATION

**Lyndon B. Johnson School of Public Affairs**, University of Texas at Austin  
Master of Public Affairs, May 1991

**The American University**, Washington, DC  
Bachelor of Arts in Urban Affairs, cum laude, May 1987

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## EMPLOYMENT

### CONSULTANT, MORNINGSIDE RESEARCH AND CONSULTING, INC. (MARCH 2014 TO PRESENT).

Staffs and leads research and consulting projects, including coordinating research, data collection, analysis, developing project findings and recommendations, and writing and editing reports. Organizes data into detailed written reports and provides clear and succinct charts and tables to convey research results. Provides support for various client engagements through project planning, data collection and analysis, identifying gaps in programs and services, and presenting findings and recommendations to the client. Engages in business development activities, including writing proposals.

### CONSULTANT, TEXAS OFFICE OF ATTORNEY GENERAL-CHILD SUPPORT DIVISION (AUGUST 2012 TO FEBRUARY 2013).

Evaluated the impact of family violence-related policy changes in the Texas Attorney General Child Support Division. Developed project objectives in partnership with the Child Support Division and the Texas Council on Family Violence. Defined and executed research methodology; conducted qualitative research including interviewing subject matter experts and agency stakeholders, facilitated a focus group of agency managers, and designed and administered surveys of child support staff and family violence program advocates. Wrote and edited final report with recommendations to improve the safety, welfare, and service standards for clients and stakeholders.

### POLICY COORDINATOR, TEXAS COUNCIL ON FAMILY VIOLENCE (AUGUST 2007 TO MARCH 2010).

Led a variety of family violence projects, funded by the Texas Health and Human Services Commission, the Allstate Foundation, and the Criminal Justice Division in the Office of the Texas Governor, to improve statewide response to family violence by increasing cross-training and collaboration among family violence programs and other state-funded organizations. Facilitated communication among stakeholder groups to exchange ideas and build partnerships. Designed and facilitated numerous focus groups, as well as state and national stakeholder meetings; conducted site visits of member organizations; and led webinars. Project management included ensuring compliance with deadlines, ongoing project oversight and staff supervision, and reporting monthly on project activities. Built training program and authored extensive collection of resource and training materials.

### POLICY RESEARCH INTERN, MIGRATION POLICY INSTITUTE, WASHINGTON, DC (SUMMER 2006).

Conducted literature reviews and wrote briefing documents for senior MPI staff members for published policy briefs. Collected, organized, and analyzed quantitative data on international migration trends and copy edited book chapters for *Migrants to the Metropolis*, 2008. Co-authored "Foreign-Born Health-Care Workers in the United States," *Migration Information Source*, 2007.

#### **PROJECT MANAGER, PROTEX (APRIL 2002 TO JULY 2004).**

Managed wide range of business priorities for nonprofit advocacy organization focused on technical assistance and communications training for Texas advocates in the policy areas of criminal justice, tax fairness, and health care. Managed agency budgets; performed bookkeeping and cost analysis; produced monthly financial reports and quarterly reports for the Board of Directors; and oversaw grant, contract, and reporting requirements.

#### **RESEARCH ASSISTANT, ORELENA HAWKS PUCKETT INSTITUTE, ASHEVILLE, NC (FEBRUARY 2000 – JULY 2001).**

Designed and coordinated a national evaluation project (based in Asheville, NC) to measure the effectiveness of an early childhood intervention training program. Developed research protocols and instruments and field-tested evaluation process. Wrote bi-monthly project progress reports submitted to grantor, the US Department of Education.

#### **FULBRIGHT FELLOW, FULBRIGHT COMMISSION, QUITO, ECUADOR (SEPTEMBER 1998 TO AUGUST 1999).**

Conducted research on the socio-familial and economic impact of Ecuadorian emigration. Submitted monthly research progress reports and final research report to the Fulbright Commission.

### **EDUCATION**

**Lyndon B. Johnson School of Public Affairs (LBJ School), University of Texas at Austin**

Master of Public Affairs, May 2007

Master's thesis nominated for the LBJ School Redford Award for Outstanding Research

**Lozano Long Institute of Latin American Studies (LLILAS), University of Texas at Austin**

Master of Arts in Latin American Studies May 2007

Master's thesis won the LLILAS Outstanding M.A. Thesis Award

**University of North Carolina-Asheville, Asheville, North Carolina**

Bachelor of Arts in Anthropology, cum laude, May 1998

Thesis won the Sylvia Forman National Paper Award for Undergraduate Research

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## EMPLOYMENT

### CONSULTANT, MORNINGSIDE RESEARCH AND CONSULTING, INC. (MAY 2015 TO PRESENT).

Staffs and leads research and consulting projects, including coordinating research, data collection, analysis, developing project findings and recommendations, and writing and editing reports. Provides support for various client engagements through project planning, data collection and analysis, identifying gaps in programs and services, and presenting findings and recommendations to the client. Engages in business development activities, including writing proposals.

### RESEARCH ANALYST, MORNINGSIDE RESEARCH AND CONSULTING, INC. (MAY 2008 TO MAY 2015).

Progressively increasing responsibility, including supervising other researchers and interns. Managed research and consulting projects, including coordinating data collection, analysis, and the creation and editing of draft and final reports. Organized data into detailed written reports and provided clear and succinct charts and tables to convey research results. Designed databases and coordinates data input. Compared data across organizations. Designed and implemented surveys and conducted interviews. Supervised interns in data analysis, data presentation, and report writing. Collaborated with the project team to develop project conclusions and recommendations.

### RESEARCH INTERN, MORNINGSIDE RESEARCH AND CONSULTING, INC. (JANUARY 2008 TO MAY 2008).

Completed several sections of a report on the financial and operating statistics of the 10 largest hospital districts in Texas. Was solely responsible for the demographics section of the report which focused on the 10 counties in which the hospital districts are located as well as the State of Texas as a whole. Collected data on poverty status, uninsured individuals, and socioeconomic indicators in conjunction with population data to create a detailed portrait of populations served by the 10 largest hospital districts in Texas and to compare those populations to the rest of the state.

## EDUCATION

**Texas State University**, San Marcos, Texas  
Bachelor of Science, Applied Sociology, May 2008



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## EMPLOYMENT

### NEW LOGIC ORGANIZATIONAL LEARNING, 2000 – PRESENT

- Lead consultant for Strategic Business Planning Initiatives for state and local government entities.
- Review, assessment, recommendation and design of organizational and programmatic structure including facilitation of internal and external stakeholder input and formulation of change management and communication strategies.
- Design and facilitation of organizational performance management/measurement processes.
- Organizational Health Assessment and management.

### CITY OF AUSTIN COMMISSION ON SENIORS, AGE FRIENDLY WORKGROUP, 2016-PRESENT

Utilizing data from many sources, including extensive public input, collaborates with stakeholders to create a plan to enhance quality of life for Austin residents of all ages. The plan utilizes the World Health Organization construct of eight domains of livability. The City of Austin is a member of the WHO network of age-friendly cities.

### AARP TEXAS EXECUTIVE COUNCIL, 2005 – 2016

Provided strategic planning input on issues pertaining to economic security, adult guardianship and long-term care for Texas seniors. Moderated statewide “tele-town halls”, represented AARP positions before the press, legislature and with stakeholder groups.

### AARP NATIONAL POLICY COUNCIL ECONOMIC SECURITY COMMITTEE –WASHINGTON D.C., 2005 – 2012

Committee Chair, providing analysis and policy recommendations to shape public policy, political advocacy and federal legislative initiatives for a 36 million-member association. Represented and explained Association policies to legislators, private industry leaders, governmental decision-makers, members and voters across the United States.

### ORGANIZATION DEVELOPMENT AND TRAINING CONSULTANT – CITY OF AUSTIN, TEXAS, 1994 – 2000

In consultation with key City personnel, supported corporate initiatives through planning, design and implementation of organization development, training, organizational change and related initiatives. Provided direction to professional organization development team. Designed and facilitated strategic planning and related executive/leadership processes. Served on corporate-wide implementation team for a major organizational performance initiative. Developed curricula and work plans to support staff and enterprise-wide organization development.

**HUMAN RESOURCE DEVELOPMENT/CONTINUOUS QUALITY IMPROVEMENT PROGRAM MANAGER — TEXAS  
DEPARTMENT OF MENTAL HEALTH AND MENTAL RETARDATION, 1991— 1994**

Responsible for unit charged with implementing statewide development programs (TQM, Leadership Development, Organizational Planning) for agency leaders/managers, work groups, cross-functional teams and individuals. Provided program design and facilitation services. Developed a cadre of internal consultant resources to serve as TQM and leadership development implementation teams in 65 facilities across the state.

***Outreach Education Consultant— Ft. Worth Parenting Guidance Center, 1989-1991***

***Community Continuing Education Program Manager— Texas Christian University, 1988-1989***

***Instructor, Human Development Studies— Oregon State University, 1987 – 1988***

***Director— COPE, Inc., 1984 – 1987***

***Director— Community Counseling Center, US Army, 1980 — 1983***

***Senior Academic Counselor— The University of Texas Undergraduate School of Business, 1979 – 1980***

## **EDUCATION**

<b><i>MSSW</i></b>	The University of Texas at Austin - 1979 Social Work
<b><i>BA &amp; BSSW</i></b>	The University of Texas at Austin - 1977 Psychology & Clinical Social Work, with honors

## **CERTIFICATIONS**

- Lead First, Wilson-Ellis/Dell Inc. 2005
- Enlightened Leadership International (Coaching and Feedback) 2004
- Interest-Based Bargaining, Federal Mediation & Resolution Agency 2000
- Conflict Management Systems Design, CHORDA, Inc. 1999
- AchieveGlobal, Inc., Master Facilitator (Leadership) 1991

## TAB 10 – COST PROPOSAL

We propose completing this project for a firm, fixed price of \$43,500 for Year 1. The proposed budget for Years 2, 3, and 4 are also included in the budget table below. This budget is inclusive of all labor costs, benefits, office expenses, overhead, and travel within the City of Austin. Because our office is located in Austin, our budget does not include any expenses for travel from outside of the Austin area. As a result, we are able to devote the entire project budget to completing the tasks required for successfully completing the CHA and the CHIP.

### Proposed Project Budget

Tasks	Total Hours	Total Professional Fees
<b>Year 1. Community Health Assessment</b>		
Task 1.1: Initial planning meeting with HHSD to plan data gathering activities for CHA.	20	\$ 3,000
Task 1.2: Create timeline of planned CHA activities.	10	\$ 1,500
Task 1.3: Implement planned activities in the timeline.	120	\$ 18,000
Task 1.4: Draft CHA for public review and comment.	60	\$ 9,000
Task 1.5: Create materials to summarize CHA findings.	50	\$ 7,500
Task 1.6: Finalize CHA.	30	\$ 4,500
<b>Total Year 1</b>	<b>290</b>	<b>\$ 43,500</b>
<b>Year 2. Community Health Improvement Plan Development and Action Planning.</b>		
Task 2.1: Facilitate CHIP discussion with steering committee to identify top priority areas.	30	\$ 4,500
Task 2.2: Conduct initial CHIP planning meeting with HHSD.	20	\$ 3,000
Task 2.3: Create timeline of planned CHIP activities and meetings.	10	\$ 1,500
Task 2.4: Conduct planned activities for CHIP development.	80	\$ 12,000
Task 2.5: Conduct planned activities for Year 1 action plan.	60	\$ 9,000
Task 2.6: Finalize CHIP and Year 1 action plan.	30	\$ 4,500
<b>Total Year 2</b>	<b>230</b>	<b>\$ 34,500</b>
<b>Year 3. Community Health Improvement Plan Action Plan Update and Annual Report for prior year's activities.</b>		
Task 3.1: Conduct initial planning meetings with HHSD.	20	\$ 3,000
Task 3.2: Create timeline of planned CHIP Year 2 activities.	10	\$ 1,500
Task 3.3: Convene planning summit.	60	\$ 9,000
Task 3.4: Finalize Year 2 action plan.	20	\$ 3,000
Task 3.5: Finalize Year 1 annual update.	20	\$ 3,000
<b>Total Year 3</b>	<b>130</b>	<b>\$ 19,500</b>
<b>Year 4. Community Health Improvement Plan Action Plan Update and Annual Report for prior year's activities.</b>		
Task 4.1: Conduct initial planning meetings with HHSD.	20	\$ 3,000
Task 4.2: Create timeline of CHIP Year 3 planned activities.	10	\$ 1,500
Task 4.3: Convene planning summit.	60	\$ 9,000
Task 4.4: Finalize Year 3 action plan.	20	\$ 3,000
Task 4.5: Finalize Year 2 annual update.	20	\$ 3,000
<b>Total Year 4</b>	<b>130</b>	<b>\$ 19,500</b>

## TAB 11 – PROPOSAL ACCEPTANCE PERIOD

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This proposal submitted by Morningside Research and Consulting is valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP close date.



# COMMUNITY HEALTH ASSESSMENT AND HEALTH IMPROVEMENT PLAN

City of Austin Health and Human Services Department

Prepared by Morningside Research and Consulting, Inc.

September 8, 2016



# Project Understanding

- Conduct and implement a CHA/CHIP over a five-year period
- Engage stakeholders, including a diverse group of residents in the process
- Collect secondary data
- Analyze qualitative and quantitative data
- Work closely with the Steering Committee to develop CHIP and annual plans

# About Morningside

- Previous community health needs assessments:
  - Marathon County, Wisconsin
  - Broward County, Florida
- Other community needs assessments:
  - City of Austin
  - Workforce Solutions Cameron
  - City of Arlington Public Library
- 17 continuous years in business, located in Austin
- Excellent reputation for accurate, quality work



# Morningside Team

- Shari Holland
  - 25 years of health and human services program experience
  - Planner at ATCHHSD
  - 40,000 foot view in Travis County Planning and Budget Office
  - Leads all of our community needs assessments
- Carla Penny
  - Skilled, engaged facilitator
  - 30+ years as an organizational development consultant with and for state and local government entities (including City of Austin)
  - Conducted public input processes for multiple City of Austin departments

# Morningside Team

- Jesse Jenkins
  - Leads our stakeholder input planning process
  - Leads secondary data collection and analysis
  - Prepares documents with text, charts, and graphs
- Research analysts and administrative coordination

# Proposed CHA Work Plan – Year 1

- Planning meeting with HHSD
- Finalize timeline
- Data collection
  - Secondary socio-economic data
  - Community engagement – interviews, focus groups, community forums
  - Documentation
  - Data analysis
- Draft CHA for public comment
- Finalize CHA and summary materials by 9/30/17

## CHIP Development – Year 2

- Prioritization activities with the Steering Committee
  - Do this before stakeholder input?
  - Or wait until stakeholders weigh in?
  - Is this where timeline needs to be adjusted (Q7)?
- Planning meeting with HHSD
- Create timeline of activities
- Conduct meetings with stakeholders
- Develop Year 1 Action Plan

# CHIP Update and Annual Report – Year 3

- Planning meeting with HHSD
- Create timeline
- Convene Planning Summit
- Develop Year 2 Action Plan
- Develop Year 1 Annual Update

# CHIP Update and Annual Report – Year 4

- Planning meeting with HHSD
- Create timeline
- Convene Planning Summit
- Develop Year 3 Action Plan
- Develop Year 2 Annual Update

# Prior Experience

- Marathon County Community Needs Assessment
- Broward County Community Needs Assessment
- Safe Routes to School (Austin)
- Travis County Justice Planning (Austin)
- Value-based Benefit Design (Austin)
- Texas Supported Employment Program (Austin)
- Housing Needs Assessments (Houston)
- Early Childhood Needs Assessments (Arlington)

# Distinguishing Features

- Community needs assessment experience
- Health and human services expertise
- Successful community engagement efforts
- Know Austin community
- Team collaboration
- Project management
- Working with public decision-making process
- Report writing



# 1. Flexibility

- Morningside will:
  - Incorporate evaluation findings
  - Review feedback received
  - Vet all implementation steps with the Steering Committee
- We adapt and accommodate in the interest of the validity of the input.
- It is part of our culture to be flexible.
- We will work closely with HHSD to establish and meet expectations regarding stakeholder and resident input.

# 1. Flexibility (con't)

- Examples of adjusting to changing circumstances:
  - Marathon County – additional focus on provider relationships
  - Safe Routes to School – modified process and tools based on feedback
  - COA Small Business Needs Assessment – changed scope of work to add focus groups, changed times and locations
  - Working with public information officers – adjusting to formats and distribution deadlines

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## 2. Steering Committee Presentation

We are available on October 27.

**Question:** What is the purpose of and agenda for this meeting?

### 3. In-Person Meetings

- We can include as many or as few individuals as desired in meetings with the HHSD project manager.
- Projects that have included a larger core group of partners:
  - Travis County Justice Planning
  - Marathon County Needs Assessment
  - Soul-y Austin

**Question:** Who do you anticipate including?

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## 4. Quantitative Data Analysis

We will incorporate data available since the last Community Health Assessment.

**Question:** Could you elaborate on what data has been received?

## 5. Representative Participation

- We will measure the number of people participating and the diversity of the group.
- We work to develop a robust outreach plan at the beginning of the project.
- We will engage in continuous process evaluation to determine the best methods for gaining input.

**Question:** In the last CHA, which events had the least participation?

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## 6. Qualitative Data from Partners

We can work to incorporate qualitative data collected from community partners.

**Question:** How much additional data will be collected and in what format will it be presented?

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## 7. Timeline Adjustments

We would like to discuss with you how to best meet the implementation needs for informing CHIP development.

**Question:** How does the timeline need to be adjusted?



## 8. CHA/CHIP Prioritization Process

- Will be developed based on the size of the forum and the number of issues to be prioritized.
- Also based on shared understanding and the nature and diversity of the stakeholders in the room.
- Examples of tailored processes:
  - Marathon County Needs Assessment – decision-making
  - Houston Housing Needs Assessment Forum – community prioritizing
  - Arlington Public Library Needs Assessment – implementation planning

# Thank You!

Thank you for the opportunity to discuss our proposal with you and address your questions about our scope of work.

Shari Holland, M.P.Aff.

President

Morningside Research and Consulting

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**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

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

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

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

**10. WORKFORCE**

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

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

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

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

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

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

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

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

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

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
    - a. requested by a director or an authorized City employee; or
    - b. the contract is completed or terminated.
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

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

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



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- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.
31. **INDEMNITY:**
- A. Definitions:
- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
- (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**
32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).
- A. **General Requirements.**
- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

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- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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

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33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been

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substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**48. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

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

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

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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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.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

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

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

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

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

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

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

**A. Definitions. As used in this paragraph –**

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
  - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
  - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

**B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.**

**C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.**

**D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".**



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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to [Marty.James@austintexas.gov](mailto:Marty.James@austintexas.gov) , or via fax at (512) 974-2388.

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

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

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - iv. **Property Insurance:** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect from October 1, 2016 and ending on September 30, 2017.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

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

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

**5. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**6. Vendor Recordkeeping Requirements:**

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

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

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materials to the City for its review and approval before distribution to supervisors, managers, and employees.

9.7 **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.

9.8 **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.

9.9 **Debarment and Suspension:** In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.

10.0 **Protest:** A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

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

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

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10. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months<sup>20</sup> of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 20 percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

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

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

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

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

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

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
12. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Hailey Hale

Health and Human Services Department (HHSD)

(512) 972-5862

[Hailey.Hale@atxad.org](mailto:Hailey.Hale@atxad.org)

**Scope of Work**  
**Solicitation No. MHJ0106**  
**Community Health Assessment and Community Health Improvement Plan (CHA/CHIP)**

**1.0     Introduction**

***About the City of Austin Health and Human Services Department***

The Austin/Travis County Health and Human Services Department (HHSD) promotes and protects a healthy community through the use of best practices and community partnerships. In 2015, HHSD applied for Public Health Accreditation. To achieve and maintain accreditation status a Community Health Assessment and Community Health Improvement Plan (CHA/CHIP) is required and must be completed on a five year basis. According to the Centers for Disease Control and Prevention (CDC), the goal of accreditation is to improve and protect the health of the public by advancing the quality and performance of the public health department. For more information about the benefits of accreditation please refer to the CDC's website at the following link; <http://www.cdc.gov/stltpublichealth/accreditation/benefits.html>. Furthermore Austin/Travis County has identified seven measures within Accreditation which the CHA or the CHIP is expected to meet. These measures are 1.1.1T/L, 1.1.2T/L, 1.1.3A, 5.2.1L, 5.2.2L, 5.2.3A and 5.2.4A. Please review these measures, purposes, significances and required documentations at the following link; [http://www.phaboard.org/wp-content/uploads/PHABSM\\_WEB\\_LR1.pdf](http://www.phaboard.org/wp-content/uploads/PHABSM_WEB_LR1.pdf).

**2.0     Purpose**

The City of Austin Health and Human Services Department, hereinafter referred to as HHSD, requests proposals from qualified Contractors to assist in the Community Health Assessment and Community Health Improvement Plan (CHA/CHIP) over a five year time frame. Activities related to the CHA/CHIP effort will include the following:

- 2.1. Jointly planning CHA events and CHA data collection and analysis with HHSD. Drafting and finalizing a CHA report with input from HHSD. Jointly planning the facilitation of CHA Key informant interviews, CHA focus group and CHA Community forums. Concisely presenting findings of the CHA. The accreditation measures associated with these activities are 1.1.1 T/L, 1.1.2T/L, and 1.1.3A.
- 2.2. Jointly planning the facilitation of workgroups to finalize the CHIP with HHSD. The developed CHIP must consist of evidence based strategies and be based on the CHA's findings. Developing an action plan for the CHIP which is measureable and includes accountably parties. The accreditation measures associated with this activity are 5.2.1L and 5.2.2L.
- 2.3. Jointly plan and facilitate annual summits where the CHIP will be updated by community partners. Develop annual reports regarding the progress of the CHIP. The accreditation measures associated with this activity are 5.2.3A and 5.2.4A.

The anticipated contract term begins on October 1, 2016 or upon the contract award through September 30, 2017. This initial funding will cover CHA activities. The available funding of the initial contract term is \$45,000.00 with renewal options for the next four years.



Renewal option 1: CHIP development and action planning with up to \$35,000.00 through September 30, 2018

Renewal option 2: CHIP action plan update and annual report development for CHIP's past year of activities with two 12 month renewal options of up to \$20,000.00 each year through September 30, 2020.

### **3.0 Background**

HHSD outlines the role of public health as promoting community-wide wellness, preventing disease and protecting the community from infectious diseases, environmental hazards, and epidemics. The CHA/CHIP helps HHSD achieve these efforts through a regular evaluation of the community's health and strategically organizing the community around the issues which are identified through this evaluation.

In 2011, Austin/Travis County began the first iteration of the CHA/CHIP process and referred to this effort as Austin/Travis County Community Health Planning. During the beginning of these efforts, a robust CHA was conducted. From this CHA, a CHIP was developed. For three years, workgroups have been convened to discuss progress and gaps in evidence based strategies and objectives outlined in the CHIP. The CHA/CHIP is available for review at this link:

[http://austintexas.gov/sites/default/files/files/Health/Info\\_to\\_Post/CHA-CHIP\\_Report\\_9-3-13.pdf](http://austintexas.gov/sites/default/files/files/Health/Info_to_Post/CHA-CHIP_Report_9-3-13.pdf)

An example of the annual report of CHIP activities for Year 1 of CHIP implementation can be viewed at this link:

[http://www.austintexas.gov/sites/default/files/files/Health/Info\\_to\\_Post/CHIP\\_Annual\\_Update\\_10-2014.pdf](http://www.austintexas.gov/sites/default/files/files/Health/Info_to_Post/CHIP_Annual_Update_10-2014.pdf)

#### **3.1 Target Populations**

All residents who work or live in Austin or Travis County.

#### **3.2 Strategies for collaboratively planning activities related to the CHA/CHIP**

HHSD and the qualified Contractor will work together to plan and discuss how the frame work set forward by Mobilizing for Action through Planning and Partnership (MAPP) will be used to guide CHA/CHIP planning. In alignment with the MAPP framework the CHA/CHIP initiative will have a broad-outreach and will work collaboratively with community based organizations, non-profits, worksite, faith-based, and health care partners. The CHA's assessments will be based on the four MAPP assessments: 1) Community Themes & Strengths 2) Local Public Health System 3) Community Health Status and 4) Forces of Change. To learn more about the MAPP process please review the following website: <http://archived.naccho.org/topics/infrastructure/mapp/framework/mappbasics.cfm>. Please review accreditation measures 1.1.1 T/L and 1.1.2 T/L for additional information related to this activity.

#### **3.3 Strategies for developing and completing CHA**

The qualified Contractor would be considered responsible for compiling and summarizing the findings of the MAPP assessments into a final CHA report. The data collected through these assessments will include both quantitative and qualitative data. HHSD will assist in the collection and analysis of quantitative data from existing secondary sources. HHSD will assist and collaboratively plan with the Contractor collection of qualitative data through methods such as key informant interviews, focus groups and community forums. The Contractor will be responsible for qualitative data analysis. Analysis should include main categories and sub

themes as well as unique issues that were noted for specific populations. Use of coding software is preferred. Reference accreditation measures 1.1.2 T/L and 1.1.3 A for more details regarding the purpose of these activities.

### **3.4 Strategies for developing CHIP**

The CHIP development process is twofold. Reference accreditation measures 5.2.1 L and 5.2.2 L for more details regarding the purpose of listed activities.

3.4.1. The Contractor will be responsible for concisely presenting the CHA report to a Steering Committee of executives from organizations who represent the Austin/Travis County public health system. The Contractor will be responsible for facilitating discussions among the Steering Committee members to identify priority areas identified from the CHA. HHSD will work with the Contractor to organize the meeting(s) and plan agenda(s)

3.4.2. The Contractor will facilitate and jointly plan with HHSD, workgroup meetings to include broad representation from partners throughout the community. At these meetings workgroup members will:

3.4.2.1 Discuss the priority area identified by the Steering Committee.

3.4.2.2 Action planning to develop a detailed CHIP with measureable outcomes and evidence based strategies to address each priority areas.

3.4.2.3 Develop an action plan for year 1 of the CHIP.

### **3.5 Strategies for implementing the CHIP**

The CHIP implementation process is twofold. Reference accreditation measures 5.2.3 A and 5.2.4 A for more details regarding purpose of listed activities.

3.5.1. During the implementation of the CHIP the Contractor will jointly plan with HHSD annual planning summits where CHIP partners will gather to discuss anticipated efforts related to the CHIP. An action plan for the next 12 months of CHIP's implementation will be developed based on the summit's discussion. The Contractor will be expected to assist in the facilitation of these planning summit and develop the action plan.

3.5.2. The Contractor will work with HHSD to finalize an annual update which will document the key outcomes from the past year of CHIP implementation. These outcomes will include but are not limited to success stories, changes in indicators, lessons learned, challenges and next steps. These outcomes will be captured throughout the past 10-12 months of implementation by HHSD and will be reviewed and discussed jointly for inclusion in final report. The Contractor will be responsible for ensuring visual aesthetics well as grammatical correctness of the report.

## **4.0 Vendor Qualifications**

To be considered responsive to this solicitation, the bidder shall meet the following requirements:

4.1. A minimum of 5 years of experience facilitating community based processes including focus groups, town hall meetings and other public meeting formats.

- 4.2. Preferably 5 years of experience developing data informed action plans.
- 4.3. Capacity within organization to facilitate a large community summit which may require multiple break-out groups.
- 4.4. Demonstrate minority representation and/or expertise in marketing and outreach with special emphasis on race/ethnic groups including both African American, Asian American and Hispanic.

## 5.0 Tasks/Requirements

### 5.1 Contractor's Responsibilities-

The Contractor shall furnish all necessary services, qualified personnel, materials, equipment, and facilities to perform the specified requirements.

### 5.2 City's Responsibilities

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

## 6.0 Deliverables/Milestones

### **Deliverables/Milestones**

- *The deliverables set forth in this Scope of Work are dependent on one another and build on one another over a five year timeline.*
- *Because the CHA/CHIP is a community based effort numerous stakeholder meetings are required to gather input. Stakeholder meetings will be planned jointly with HHSD and can vary in type of stakeholder ranging from business executives to community residents.*
- *The due dates for some deliverables are non-negotiable because they are set forward by the Public Health Accreditation Board and must be met for accreditation purposes.*
- *Day 1 is 2-weeks after contract award date.*

### **Develop a robust Community Health Assessment (CHA)**

### **Duration**

- |   |                               |
|---|-------------------------------|
| 1) Initial planning meetings and/or phone call with City to plan data gathering activities for CHA.                                       | 14 days after contract signed |
| 2) Create timeline of planned CHA activities to include data gathering and drafting CHA. Feedback will be provided to ensure the timeline | 21 days after contract signed |

and planned activities are in alignment with the appropriate accreditation measures and standards as well as the MAPP model.	
3) Implement planned activities outlined in the timeline	November 2016- March 2017
4) Nearly finalized CHA ready for public review and comment	April - June 2017
5) Draft materials summarizing CHA findings (Examples of materials would be PowerPoint, one-pager and infographics)	July- September 2017
6) Finalized CHA	Milestone
<b>Develop a Community Health Improvement Plan (CHIP)</b>	
1) Facilitate discussion with Steering Committee to identify top priority areas from the CHA which should be addressed in the CHIP	October 2017
2) Initial planning meetings and/or phone call to discussion with City about meetings and materials needed to draft the CHIP and action plan for year 1 of the CHIP.	October -November 2017
3) Create timeline of planned activities and meetings to draft CHIP and year 1 action plan. Feedback will be provided to ensure the timeline and planned activities are in alignment with the appropriate accreditation measures and standards as well as the MAPP model	November - December 2017
4) Conduct planned activities for CHIP development outlined in the timeline	January – April 2018
5) Conduct planned activities for Year 1 Action Plan outlined in the timeline	May- September 2018
6) Finalize Community Health Improvement Plan and Action Plan for year 1	Milestone
<b>Implementing the Community Health Improvement Plan (Year 2)</b>	
1) Initial planning meetings and/or phone call to discussion with City about meetings and materials to draft an annual update about year 1 activities and plan a summit to discuss action plan for year 2 of the of the CHIP.	January 2019
2) Create timeline with <ul style="list-style-type: none"> <li>planned activities for year 2 planning summit for the CHIP and</li> <li>Finalizing year 2 action plan and</li> <li>Finalizing annual update year 1.</li> </ul> Feedback will be provided to ensure the timeline and planned activities are in alignment with the appropriate accreditation measures and standards as well as the MAPP model	January – March 2019
3) Convene planning summit	April - June 2019
4) Finalize action plan	Milestone

5) Finalize year 1 annual update	Milestone
<b>Implementing the Community Health Improvement Plan (Year 3)</b>	
1) Initial planning meetings and/or phone call to discussion with City about meetings and materials to draft an annual update on year 2 activities and plan a summit to discuss action plan for year 3 of the of the CHIP.	January - February 2020
2) Create timeline and planned activities for year 3 planning summit for the CHIP and finalizing year 2 action plan. Feedback will be provided to ensure the timeline and plan activities are in alignment with the appropriate accreditation measures and standards as well as the MAPP model	March –April 2020
3) Convene planning Summit	April- June 2020
4) Finalize action plan	Milestone
5) Finalize year 2 annual update	Milestone

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
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**1. PROPOSAL FORMAT:**

Submit one original and three (3) electronic versions of the Proposal. The original Proposal shall contain original ink signatures. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 - Scope of Work and any additional information you deem necessary to evaluate your Proposal.

**Tab 1 – Executive Summary**

Provide an Executive Summary of three (3) pages or less, which gives in brief concise terms, a summation of the Proposal.

**Tab 2 – City of Austin Purchasing Documents:**

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets (minimum of 3)
- D. Section 0835 - Non-Resident Bidder Provisions
- E. Completed and Signed Section 0900

**Tab 3 – Authorized Negotiator:**

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

**Tab 4 – Business Organization:**

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

**Tab 5 – System Concept and Solution:**

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

**Tab 6 – Work Plan:**

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

- A. Describe your solution for Specification 5.0 Contractor Responsibilities

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**Tab 7 – Prior Experience:**

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

- A. Describe in detail experience to demonstrate minimum of five (5) years working in Austin, Texas to establish healthy communities.
- B. Describe in detail experience to demonstrate five (5) years' experience evaluating health education and promotion communication.
- C. Describe in detail experience related to development of evaluation plans, reports, and/or peer reviewed articles of evaluation research. Provide examples.

**Tab 8 – Project Management Structure:**

Provide an organizational chart, which specifies leadership and reporting responsibilities.

**Tab 9 – Personnel:**

The Contractor shall employ sufficient staff to meet the demands of this contract. The Contractor shall ensure that all drivers used to provide services under any resulting contract are legally qualified to provide the services contained within this specification. The Contractor shall utilize screening criteria for drivers and submit a copy of such screening criteria within 24 hours following request by the City. No additional charges shall be requested at the time of transport.

**Tab 10 – Cost Proposal:**

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

Description	Amount
<b>Develop a robust Community Health Assessment (CHA)</b>	
1) Initial planning meetings and/or phone call to discussion with City data gathering activities for CHA.	\$
2) Create timeline of planned CHA activities to include data gathering and drafting CHA. Feedback will be provided to ensure the timeline and plan activities are in alignment with the appropriate accreditation measures and standards as well as the MAPP model.	\$
3) Nearly finalized CHA ready for public review and comment	\$
4) Draft materials summarizing CHA findings (Examples of materials would be PowerPoint, one-pager and infographics)	\$
5) Formal presentation to Steering Committee of CHA Findings*	\$
6) Finalized CHA	\$
<b>Develop a Community Health Improvement Plan (CHIP)</b>	
1) Facilitate discussion with Steering Committee to identify top priority areas from the CHA which should be addressed in the CHIP *	\$

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2) Initial planning meetings and/or phone call to discussion with City about meetings and materials to draft the CHIP and action plan for year 1 of the CHIP.	\$
3) Create timeline of planned activities and meetings to drafting CHIP and year 1 action plan.	\$
4) Conduct planned activities outlined in the timeline	\$
5) Finalize Community Health Improvement Plan and Action Plan for year 1	\$
<b>Implementing the Community Health Improvement Plan (Year 2)</b>	
1) Initial planning meetings and/or phone call to discussion with City about meetings and materials to draft an annual update on year 1 activities and plan a summit to discuss action plan for year 2 of the of the CHIP.	\$
2) Create timeline and planned activities for year 2 planning summit for the CHIP and finalizing year 2 action plan.	\$
3) Host planning Summit	\$
4) Finalize action plan	\$
5) Finalize year 1 annual update	\$
<b>Implementing the Community Health Improvement Plan (Year 3)</b>	
1) Initial planning meetings and/or phone call to discussion with City about meetings and materials to draft an annual update on year 2 activities and plan a summit to discuss action plan for year 3 of the of the CHIP.	\$
2) Create timeline and planned activities for year 3 planning summit for the CHIP and finalizing year 2 action plan	\$
3) Host planning Summit	\$
4) Finalize action plan	\$
5) Finalize year 2 annual update	\$

**A. TRAVEL EXPENSES (if required):**

All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC)

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.



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**Tab 11 – Proposal Acceptance Period:**

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

**2. Part VIII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**

- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- iv. Offerors submitting Offers and signing the Cover Sheet on this Solicitation agree to Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**3. PROPRIETARY INFORMATION:**

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

**4. PROPOSAL PREPARATION COST:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

**5. EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

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**6. EVALUATION FACTORS AND AWARD:**

A. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The City, on a rational basis, will select the successful Proposer. Evaluation factors outlined in Paragraph (B) below shall be applied to all eligible, responsive Proposers in comparing Proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after Proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

**B. Evaluation Factors: Maximum 100 points.**

All Proposals will be evaluated based on the following criteria and rankings.

- i. **Program Concept and Solutions:** The program concept and solutions proposed in response to scope of work including grasp of the requirement and its solution, responsiveness to terms and conditions, and completeness and thoroughness of the proposal. **(50 points)**
- ii. **Demonstrated Company Experience and Personnel Qualifications:** The proposer shall submit a summary of work experience and qualifications. **(20 points)**
- iii. **Cost Proposed:** Proposer with the lowest overall project cost is awarded the maximum points; other proposers are awarded points on a pro-rated basis. **(20 points)**
- iv. **Local Business Presence:** **(Maximum 10 points)**

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

- v. **Optional Interviews:** Interviews may be conducted at the discretion of the City. The City will score Proposals on the basis of items 1-4 above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and cost after submission. **(Additional Maximum 25 points)**