



Travis County Purchasing Office

Bonnie S. Floyd, MBA, CPPO, CPPB
Purchasing Agent

Request For Service NO. 2209-014-BB

FOR

Independent Performance Audit of Travis County Healthcare District d/b/a Central Health

You are invited to submit responses in accordance with the attached requirements packet, RFS # 2209-014-BB for Independent Performance Audit of Travis County Healthcare District d/b/a Central Health.

Primary Contact Person: Bridgett Bradshaw, Senior Procurement Specialist

Phone Number: (512) 854-9914

E-mail Address: Bridgett.bradshaw@traviscountytexas.gov

Secondary Contact Person: Lee Perry, Assistant Purchasing Agent

Phone Number: (512) 854- 9724

E-mail Address: lee.perry@traviscountytexas.gov

FOR INFORMATION RELATED TO THIS SOLICITATION, THE RESPONDENT SHALL NOT CONTACT ANYONE AT TRAVIS COUNTY OTHER THAN THOSE PERSONS LISTED AS THE POINTS OF CONTACT. ANY OTHER CONTACT MAY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD. INDIVIDUALS OR ENTITIES INTENDING TO RESPOND TO THIS SOLICITATION AND ANY PERSON ACTING ON BEHALF OF THEM ARE PROHIBITED FROM CONTACTING INDIVIDUAL MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT OR THEIR STAFF OR USER DEPARTMENT STAFF ABOUT THIS SOLICITATION. ANY SUCH CONTACT MAY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Solicitation Submissions: Respondents, you are strongly encouraged to submit your responses online via BidSync.com. A secondary option would be to submit your response via USPS mail, FedEx, DHL, etc. **DUE TO COVID-19 RESTRICTIONS, IF YOU PLAN TO DELIVER A HARD COPY TO THE PURCHASING OFFICE, YOU MUST CONTACT THE PROCUREMENT SPECIALIST PRIOR TO DELIVERY.** The Purchasing Office is operating with very limited staffing. Responses submitted electronically will be available immediately after the solicitation opening date and time at BidSync.com. Please note hard copy responses will be uploaded into BidSync.com and available to the public within four business hours of the opening date and time.

Solicitation Openings: Respondents, the Purchasing Offices strongly encourages you to download the solicitation document from Bidsync.com or use the virtual dial-in information (supplied within the solicitation) during which the responses will be read aloud. We are strongly discouraging you from going to our office for the response opening.

<https://www.traviscountytexas.gov/purchasing/solicitation>

REQUEST FOR SERVICES
RFS # 2209-014-BB, INDEPENDENT PERFORMANCE AUDIT OF TRAVIS COUNTY
HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH

PART I - GENERAL REQUIREMENTS
PART I, SECTION A - GENERAL INFORMATION

1.0 PURPOSE

The primary purpose of this Request for Services (RFS) is to solicit responses for the professional services of an experienced contractor to perform audit services. The County desires to enter into a professional services contract with a qualified respondent who can demonstrate competency and experience in providing performance audit services.

2.0 GENERAL CONDITIONS

Respondents shall thoroughly examine the requirement, schedules, instructions, draft professional services agreement and all other draft contract documents. Responses must set forth accurate and complete information as required by this RFS (including attachments).

Travis County will NOT accept pleas of ignorance of conditions that exist or that may exist later because of failure by Respondent or the Respondent's omission to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, as a basis for varying the requirements of Travis County or the compensation to Respondent.

By submitting a response, Respondent warrants that it is fully satisfied that the requirements stated in this RFS, and amended (if applicable), accurately describe or indicate that all conditions have been considered in determining the offered price(s). There will be no increase in the contract price based upon Respondent's misunderstanding or lack of knowledge about the intent of this solicitation.

3.0 INCURRED EXPENSES

There is no expressed or implied obligation for Travis County to reimburse respondents for any expense incurred in preparing responses in response to this request, and Travis County will not reimburse anyone for these expenses. All costs directly or indirectly related to preparation of a response to this Solicitation, or any oral presentations required to supplement and/or clarify a response which may be required by the County are the sole responsibility of the respondent. Travis County will consider responses from all qualified, responsible respondents.

4.0 PRE-RESPONSE CONFERENCE

An optional remote pre-response conference is scheduled for Thursday, October 27, 2022, at 10:00 A.M. CST. Respondents may call in to the pre-response conference using the following credentials to dial in:

Telephone Number: 512-854-8326 Conference ID: 933 454 797#

5.0 SUBMISSION OF RESPONSE

5.1 Electronic submission. To submit a response electronically, refer to www.bidsync.com for further information and submit it no later than 2:00 PM.CST, November 15, 2022.

5.2 Paper submission. To submit a response in paper form, the Respondent must print a complete copy of the Request for Services, including all Amendments, print or type its name on the response, and manually sign it. The Respondent must deliver an ORIGINAL SEALED RESPONSE, WITH SIX COPIES AND ONE electronic version of the response no later than 2:00 P.M. CST, November 15, 2022. All responses must be addressed to:

Travis County Purchasing Agent
700 Lavaca, Suite 800
Austin, Texas 78701

OR

P.O. Box 1748
Austin, TX 78767

The Respondent must put the original response and six copies in a SEALED ENVELOPE or package. The envelope or package must have the NAME AND ADDRESS OF RESPONDENT and the DATE OF THE RFS OPENING on the outside and be marked:

SEALED RESPONSE
RFS # 2209-014-BB

INDEPENDENT PERFORMANCE AUDIT OF TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH
DO NOT OPEN IN MAILROOM

5.3 Responses received in a format other than referenced in 5.1 or 5.2 will not be considered. Responses may be modified in BidSync or by email notice if the notice does not include pricing information and is received prior to the time and date set for submission of responses.

6.0 LATE RESPONSES OR MODIFICATIONS

Responses and/or modifications to responses received after the time set for the response submission will not be considered and will be returned to sender unopened.

7.0 WITHDRAWAL OF RESPONSES

A response may not be withdrawn or cancelled by the Respondent for 90 days after the date designated for the submission of responses without the permission of Travis County Commissioners Court. A Respondent agrees to this by submitting a response. All responses are valid for a period of 90 days after the date designated for submissions of responses unless a longer acceptance period is offered in the response.

8.0 POINTS OF CONTACT

Information regarding the purchasing process, the contents of this RFS, or the Specific Requirements in Part II may be obtained from Bridgett Bradshaw by email at Bridgett.Bradshaw@traviscountytexas.gov. When requesting information or submitting questions, please refer to the RFS number at the top of this page. If Respondent contacts any Travis County office other than the Purchasing Office regarding this RFS, the Respondent may be disqualified.

9.0 QUESTIONS

Proposers that have questions or need clarifications about any part of the requirements of the RFS document should submit them preferably via BidSync, or by email to the Primary Point of Contact of this solicitation. Questions should be submitted no later than the date and time specified in BidSync. All these requests must be made in writing. The person submitting the request is responsible for delivering it on time. Interpretations of the RFS documents will be made only by RFS Amendment, which will be provided through BidSync as an addendum to the RFS. Proposers should not rely on any explanation or interpretation that does not comply with this paragraph.

10.0 OBJECTION TO RESPONSE SPECIFICATION

Any objection to the requirements in this RFS must be filed in writing with the Purchasing Agent at least seven days before the date set for submission of responses.

11.0 CERTIFICATE OF INTERESTED PARTIES

Section 2252.908 of the Government Code states that a county may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the county at the time the business entity submits the signed contract to the county. Form 1295 discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiating the terms of the contract (broker, intermediary, advisor, and/or attorney), if any.

Filing Process:

Respondents who are awarded contracts requiring an action or vote by the Travis County Commissioners Court for goods or services in an amount of \$50,000 or more, or any contract in the amount of \$1 million or more, is required to submit a signed Form 1295. Please follow the process to create a Form 1295 from the Texas Ethics Commission's website at:

https://www.ethics.state.tx.us/filinginfo/1295/index.php#efa_collapse

The "identification number" to be used on Form 1295 for this procurement is: 2209-014-BB

The completed form must be submitted to the Travis County Purchasing Office before a purchase order is issued or a contract is signed.

12.0 HISTORICALLY UNDERUTILIZED BUSINESS ("HUB") PROGRAM REQUIREMENTS

Attachment A, HUB Program Declaration, must be completed and submitted with your response.

13.0 COUNTY ETHICS POLICY

13.1 The County Ethics Policy requires Respondents and Contractors to disclose these activities involving County officials and employees who make contracting decisions:

13.1.1 Doing business with them when Respondent or Contractor would not offer the same deals to the general public;

13.1.2 Making political contributions to them, and;

13.1.3 Lobbying to influence them to make these decisions based on factors other than demonstrated competence.

13.2 To comply, complete the forms at <http://traviscountytexas.gov/purchasing/ethics-vendor-portal>. Project number is 2209-014-BB.

14.0 CONFLICT OF INTEREST QUESTIONNAIRE

If required Respondent shall complete, file and update a Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. Respondent acknowledges that the law requires the County to provide access to this questionnaire on the official Travis County website, however, the law does not require that the County release information which is excluded from disclosure under the Texas Public Information Act.

PART I, SECTION B - REQUIRED DOCUMENTATION

1.0 Paragraph 2.0 describes documentation that must be submitted with the response and will be used in the evaluation of the responses and other required documents that the Respondent must submit. **Please note this Section B may not address all documentation required by the RFS. The Respondent is cautioned to read the entire RFS to determine all requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A RESPONSE THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFS.**

2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that responses address the items listed below. The order of responses in submitted responses must match the order of the information requested. Further, the response must preface each response with the wording of the request or

question from this RFS. They are to include the following:

2.1. **Tab 1 - Title Page**

The Title page must show the RFS number and subject; the date of the response; the Respondent's full legal business name; and the name, address, email address(s), and telephone number(s) of a designated individual(s) who will be responsible for answering technical and contractual questions about the response.

2.2. **Tab 2 - Transmittal Letter**

The letter must be signed and briefly address the Respondent's understanding of the work to be done, commitment to do the work detailed within this RFS, and explanation about why the Respondent believes they are the best qualified to do the required work. Please limit the letter to two pages.

2.3. **Tab 3 - Description of Respondent**

The description must include the services the Respondent is proposing to provide, the number of employees both inside and outside of Travis County, a description and location of service facilities, and a description of the Respondent's entity status.

2.4. **Tab 4 - Detailed Response**

The detailed response must address the ability to provide services for each requirement in Parts II through IV of this RFS. See list below for information required. Tab 4 should not include any information pertaining to the cost. Cost is to be only included in Tab 7.

2.4.1. Respondent must detail the proposed method for each service listed in Part II, Specific Requirements.

2.4.2. Respondent must include the performance management approach, methods, policies, and procedures.

2.4.3. **Financial and Corporate Stability of Respondent**

Respondent must submit copies of their organization's most recent year's independently-audited full financial statement, as well as summarized financial statements for the preceding three years. The financial statement submitted must be solely for the Respondent, unless a parent entity is also committing to financially back the Respondent in performance of the contract, in which case the financial statements of the parent entity must also be provided.

Submissions must include the audit opinion, balance sheet, and statements of income, retained earnings, cash flows, and notes to the financial statements. If independently-audited financial statements do not exist for the Respondent, the Respondent shall state the reason and instead submit sufficient information to enable the Evaluation Committee to determine the financial stability of the Respondent.

2.5. **Tab 5 – Personnel and Qualifications**

Submit qualifications of the Respondent and personnel involved in this project. Respondent must demonstrate at least five years of experience providing performance audit services with a focus on local government and analyzing and assessing the performance of healthcare payors and hospital districts related to accounting, budgeting, compliance, management, and expertise in evaluating appropriate payor controls over third party providers. . The respondent must have auditing experience in analyzing and assessing the performance of healthcare payors and/or hospital districts related to accounting, budgeting, compliance, and management, and in particular, it must have expertise in evaluating appropriate payor financial controls over third-party providers.

2.5.1. Documentation of experience must be provided.

- 2.5.2. A statement about your company that includes the following at a minimum:
 - 2.5.2.1. Year the company was organized
 - 2.5.2.2. How long the Respondent has been performing the services sought in this RFS specific to local government and healthcare payor and hospital districts
 - 2.5.2.3. Identification of company ownership and a list of its principal officers
 - 2.5.2.4. A description of the firm's resources that would be committed to the contract demonstrating that the firm has the capacity to meet the contract obligations
- 2.5.3. Provide the Respondent's qualifications, requirements, and selection criteria for personnel anticipated to be used as performance auditors that will fulfill the services requested in this RFS.
- 2.5.4. Describe the roles of the project team and their capabilities to provide the services requested in this RFS. Provide resumes of key personnel anticipated to complete the services requested.
- 2.5.5. Respondent must provide a statement as to whether or not there is any pending litigation against the Respondent, and if such litigation exists, attach an opinion of counsel as to whether or not the pending litigation may impair the Respondent's performance in a contract under this RFS.
- 2.6. **Tab 6 - Proposed Timeline**
The project is expected to begin in March 2023 and to be completed by the end of July 2023, with a final presentation to Travis County Commissioners Court in early August 2023.
- 2.7. **Tab 7 - Cost**
The Respondent must complete Attachment B, Fee Schedule.
- 2.8. **Tab 8 - Complete and submit the following documents:**
 - 2.8.1 Attachment A, HUB Program Declaration
 - 2.8.2 Attachment B, Fee Schedule
 - 2.8.3 Attachment C, Ethics Sworn Declaration (including Exhibit A and Exhibit B)
 - 2.8.4 Attachment D, Certification of Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts
 - 2.8.5 Attachment E, References
 - 2.8.6 Internal Revenue Service Form W-9 completed in compliance with the Internal Revenue Code, its rules and regulations.
- 2.9. **Tab 9 - Exceptions to the Requirements and contract terms**
If Respondent has any exceptions to the proposed contract terms, Respondent must clearly indicate each exception and provide requested alternative language, along with the business need for the alternative language. Respondent must include all exceptions in Tab 9. If accepted by the County, the exceptions become part of the contract. The failure to identify exceptions or proposed changes with a full explanation constitutes acceptance by the Respondent of the contract provisions in this RFS as proposed by the County.

When the County awards a contract to the successful Respondent, the contract will include Parts II, III and IV of this RFS, and portions of the proposal from the successful Respondent. Respondents are cautioned not to make claims or statements to which the Respondent is not prepared to commit to contractually.

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE.

PART I, SECTION C – ADDITIONAL INFORMATION

1.0 RESPONSE DISCLOSURE

Responses will be opened in a manner to avoid disclosure of the contents to competing Respondents. Responses will be kept confidential during the evaluation process; however, they will be available for public inspection after award except for information which qualifies as trade secrets or other confidential information under the Texas Public Information Act and the Respondent identifies as confidential.

2.0 EVALUATION FACTORS

In reviewing responses to this RFS, Travis County will consider the following evaluation factors and their corresponding weights, as well as any other information that comes to the County’s attention that the County deems relevant. Points will be assigned based on information submitted from Respondents. An overall evaluation score for each Respondent will be presented to the Commissioners Court; however, Respondents’ individual criteria scores will only be released upon request and only after the contract has been awarded.

Evaluation Category Description	Points
Experience: Respondents will be evaluated by their current and past experience and performance with comparable projects	30
Project Approach: The proposal will be evaluated based on compliance with the RFS requirements, technical approach in conducting performance audits and providing deliverables	30
Qualifications of Proposed Personnel: The professional qualifications and accessibility of the respondent’s professional personnel to be assigned to conduct the performance audit	30
Cost	10
Total	100

3.0 EVALUATION PROCESS

An evaluation committee supervised by the Purchasing Agent and comprised of County staff will review and evaluate each response as submitted using the Evaluation Criteria listed. The scores received will be used to identify a “short list” of Respondents. Respondent must include all information necessary to facilitate evaluation of the factors listed above as part of the response. Travis County reserves the right to consider any other information that County deems relevant to the evaluation of Respondent and may request an interview with Respondent that may include an oral presentation.

4.0 METHOD OF AWARD

The award of a contract shall be based on the demonstrated competence, experience, and qualifications of the Respondent whose response is determined to provide the best value for Travis County. This determination will be based on the results of negotiations and will take into consideration the relative importance of meeting the department’s requirements. Travis County reserves the right to make an award to more than one Respondent.

PART I, SECTION D – NEGOTIATIONS

1.0 NEGOTIATIONS

- 1.1 Travis County reserves the right to negotiate the price and any other terms with the Respondent.
- 1.2 If negotiations are deemed necessary, the Purchasing Agent shall supervise them.
- 1.3 Respondents may be required to submit additional information during the process of any negotiations.

2.0 RESERVATION OF RIGHTS

2.1 County expressly reserves the right to:

- 2.1.1 waive any defect, irregularity or informality in any response;
- 2.1.2 waive any noncompliance with the requirements of this RFS
- 2.1.3 reject or cancel any response or parts of any response;
- 2.1.4 accept responses from one or more Respondents; or
- 2.1.5 procure the services in whole or in part by other means.

3.0 PROTESTS

Protests before award must be submitted in writing to the Purchasing Agent no later than six calendar days after response opening, and protests after award must be submitted within 10 days after award by the Travis County Commissioners Court. The Purchasing Agent shall rule on the protest in writing within 10 days from date of receipt. Any appeal from the Purchasing Agent's decision must be made within 10 days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to County Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by County Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

NOTE: THE FOLLOWING SCOPE OF SERVICES IN PART II AND SELECTED PORTIONS OF THE RESPONSE BECOME PART OF THE CONTRACT.

PART I, SECTION E – BACKGROUND INFORMATION

The Travis County Healthcare District, dba Central Health, was established by the Texas Legislature in 2003, with the amendment of Chapter 281 of the Health and Safety Code and approved by Travis County voters in May 2004.¹ In August 2004, Travis County and the City of Austin appointed 4 members each, and co-appointed an additional member, to serve on the Board of Managers. Both the City of Austin and Travis County transferred their tax bases dedicated to indigent health care to Central Health and Central Health also became the owner of Brackenridge Hospital--which the City had leased in 1995 to Seton Hospital to operate on its behalf. In 2009, Central Texas Community Centers, dba CommUnityCare, became joint holders with Central Health of the Federally Qualified Health Center (FQHC) designation.

In 2011, Texas was permitted to participate in 1115 Waiver projects by the Centers for Medicare and Medicaid Services. In 2012, Central Health asked the Travis County voters for additional funds (and an additional 5 cents per \$100 valuation) for matching funds to participate in the waiver "for improved healthcare in Travis County, including support for a new medical school consistent with the mission of Central Health..."²

In 2014, the Community Care Collaborative was formed between Central Health and Seton Healthcare Family to participate in the waiver. And, in July 10, 2014, the University of Texas at Austin, Seton, and Central Health signed an affiliation agreement^[1] which created roles and responsibilities for each of the entities. In 2014, the Community Care Collaborative began its payments of \$35 million each year to Dell Medical School.³

"In March [2022], the NAACP and the LULAC released a "red flags" report outlining Central Health's lack of financial controls and decreased health care services during the pandemic."⁴

¹ Travis County Healthcare District dba Central Health. Financial Statements as of and for the Year Ended September 30, 2017 and Independent Auditors' Report. Maxwell Locke & Ritter. p. 6. Downloaded on 10.2.22 from <https://www.centralhealth.net/wp-content/uploads/2020/09/12-September-2017-Central-Health-Financial-Statement.pdf>

² <https://www.centralhealth.net/knowledge-base/2012-election-proposition-1/>

³ Travis County Healthcare District dba Central Health. Financial Statements as of and for the Year Ended September 30, 2017 and Independent Auditors' Report. Maxwell Locke & Ritter. p. 30. Downloaded on 10.2.22 from <https://www.centralhealth.net/wp-content/uploads/2020/09/12-September-2017-Central-Health-Financial-Statement.pdf>

⁴ <https://www.healthequityfirst.com/red-flag-report>

Among several concerns, the report shows Central Health has grown its contingency reserves—money set aside for potential financial deficits—from \$36.6 million to \$298 million in the past five years, a 243% increase. The report also says Central Health’s non-health care costs are 12 times higher than they were when presented to Travis County commissioners, and that Dell Medical School has received \$280 million from Central Health with no public record of how those funds were used to provide health care to the indigent”^[2].

Central Health purports to lack contractual authority to obtain its providers’ records, which are essential for conducting a performance audit. These contractual provisions do not apply to the Commissioner’s Court statutory financial oversight authority to obtain records. Due in part to public concern about the effectiveness, efficiency, accountability and equity of the districts and its providers expenditures and activities, the Court has ordered a comprehensive and independent performance audit to be completed prior to the FY 2024 budget process

^[1] Page 2 - <https://www.centralhealth.net/wp-content/uploads/2014/07/UT-Austin-CH-and-CCC-Affiliation-Agreement-Fully-Executed.pdf>

^[2] <https://communityimpact.com/austin/central-austin/2022/07/26/travis-county-commissioners-approve-performance-audit-on-central-health/>

PART II –SPECIFIC REQUIREMENTS

- 1.0 **Minimum Qualification Requirements.** The following proposal requirements are minimum requirements that the Respondent must meet to be eligible for the contract or it will not be considered, reviewed, or evaluated. Please include the information in your proposal response.
- 1.1 Respondent must have at least 5 years of experience providing performance audit services with a focus on local government and healthcare payor and hospital district experience.
 - 1.2 Respondent must have auditing experience in analyzing and assessing the performance of healthcare payors and/ or hospital districts related to accounting, budgeting, compliance, and management, and in particular, it must have expertise in evaluating appropriate payor financial controls over third-party providers.
- 2.0 **Scope of Services.** Contractor shall provide the following services and deliver the following information to the County:
- 2.1 An assessment of how well Central Health and all its providers have served the healthcare needs of the medically indigent in Travis County, of how their performance compares to similar hospital districts' healthcare services, and of Central Health's future plans to function as a provider to a greater extent.
 - 2.2 An assessment of the effectiveness, efficiency, equity, and accountability of the efforts of Central Health, its nonprofit, affiliates, and partners to establish an integrated delivery health care system ("IDS") for the medically indigent.
 - 2.3 An assessment of the quality of Central Health's health equity assessment and health equity plans, and whether they will effectively, efficiently, and equitably serve the needs of the medically indigent as compared to other health delivery approaches.
 - 2.4 An assessment of Central Health's financial accountability procedures and controls related to the expenditures of Central Health funds by Central Health and its third-party providers, and whether these practices meet payor industry standards as well as standards for governmental funds.
 - 2.5 An assessment of the public transparency and the quality of the public dissemination of information by Central Health.
 - 2.6 An analysis of the amount and type of all health care services (as defined in Texas Health and Safety Code, Sections 281.028 and 029) provided by DMS [Dell Medical School] from Central Health's annual \$35 million payments to the medically indigent, including the number and type of aggregate patient encounters by universal diagnostic codes, universal treatment codes, costs, zip codes, and any other provider accountability documentation the auditor seeks, in its discretion; as well as an analysis estimating, based on DMS accounting and other records, how much of these Central Health funds have been spent by functional expense classification categories on items other than direct health care for the indigent.
 - 2.7 An assessment of the appropriateness of the records kept and maintained by DMS, as well as DMS's reporting to Central Health and the public, for purposes of ensuring financial accountability and statutory compliance related to Central Health's funds.
 - 2.8 An assessment of the quality, relevance, and comprehensiveness of Central Health's performance metrics for itself and for its providers; and
 - 2.9 Evaluate compliance with applicable city, state, and federal laws and identify improvements to existing systems to assure future compliance

- 2.10 The audit firm(s) shall provide a written report of its findings and make recommendations to correct any accounting, operational, compliance, managerial or other practices. It shall also indicate best practices. This report shall be public and presented at a public hearing.
- 2.11 The audit firm(s) shall produce an audit letter to Commissioners Court indicating any reportable conditions found. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structures, which could adversely affect Central Health's ability to fulfill its statutory responsibilities or comply with the law.
- 2.12 The audit firm(s) shall report timely in writing any violations of law. These reports shall be public and reported to the Commissioners Court.

ATTACHMENT A
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Section 1 – HUB Program Declaration Requirements

Project Information

Project Name: Central Health Performance Audit RFS 2209-014-BB
Purchaser: Bridgett Bradshaw

For questions related to the HUB Program Declaration (Declaration) contact:

Jamal Williams

Procurement Specialist I

Phone: (512) 854-9700

Email: hubstaff@traviscountytx.gov

HUB Utilization Goals

Contract Type	African American	Hispanic	Asian/Pacific Islander	Native American	Nonminority Female	Overall Goal
Professional Services	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %

Subcontracting Opportunities

The following NIGP/NAICS codes correspond to subcontracting opportunities identified by the HUB Staff:

918-04 Accounting/auditing/budget Consulting

946-20 Auditing

This project is identified as a Race-Neutral project, because there are limited to no subcontracting opportunities. A Good Faith Effort is not required, and you will need to complete Sections 2 and 3.

Good Faith Effort (GFE) Requirements

This project is identified as a Race-Neutral project, because there are limited to no subcontracting opportunities. A Good Faith Effort is not required, and you will need to complete Sections 2 and 3. A training video on how to complete the HUB Declaration is available online at <https://www.traviscountytx.gov/purchasing/hub>.

Recognized HUB Certifications

For the purposes of Travis County, a business must hold one of the following certifications to be considered a certified HUB: City of Austin Small and Minority Business Resources Department:

- Minority-Owned Business Enterprise
- Disadvantaged Owned Business Enterprise
- Women-Owned Business Enterprise

Directory: https://www.austintexas.gov/financeonline/account_services/search/vendors/

State of Texas Comptroller's Office:

- Historically Underutilized Business

Directory: <https://mycpa.cpa.state.tx.us/tpasscmlsearch/tpasscmlsearch.do>

Texas Unified Certification Program (TUCP):

- Disadvantaged Business Enterprise

Directory: <https://txdot.txdotcms.com/FrontEnd/VendorSearchPublic.asp>

South Central Texas Regional Certification Agency (SCTRCA):

- African American Business Enterprise
- Asian American Business Enterprise
- Disabled Business Enterprise
- Disadvantaged Business Enterprise
- Hispanic American Business Enterprise
- Minority Business Enterprise
- Native American Business Enterprise
- Veteran Business Enterprise
- Women Business Enterprise

Directory: <https://sctrca.sctrca.org/FrontEnd/vendorsearchpublic.asp>

Respondent may request Commissioners Court to approve a certification other than those listed above after demonstrating that the certification is based on the following criteria:

- The business has not exceeded the size standards prescribed in 34 Texas Administrative Code §§ 20.282, 20.294 and 13 C.F.R. § 121.201.
- The business has its principal place of business in Texas.
- The business is at least 51% owned by an Asian American, an African American, an Hispanic American, a Native American, an American woman, or a Service Disabled Veteran who resides in Texas and actively participates in the control, operations, and management of the business.

Section 2 – Respondent Information and Affirmation

Respondent Information

Complete the information in the following table.

Company Name/DBA:		EIN/VID:	
Address:		City:	State: Zip:
Contact:	Phone:	E-mail:	
Contact for Invoicing:	Phone:	E-mail:	
Bid Amount:	HUB Subcontractor %:	Non-HUB Subcontractor %:	
Respondent is a certified HUB: <input type="checkbox"/> Yes <input type="checkbox"/> No	Ethnicity:	Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas <input type="checkbox"/> TUCP <input type="checkbox"/> SCTRCA <input type="checkbox"/> Other			

GFE Options

This project is identified as a Race-Neutral project, because there are limited to no subcontracting opportunities. A Good Faith Effort is not required, and you will need to complete Sections 2 and 3.

Affirmation

As evidenced by my signature below, I affirm that I am an authorized representative of the Respondent named above and, to the best of my knowledge, the information and supporting documentation submitted with this Declaration is true and correct. **If awarded any portion of the contract solicited, Respondent understands that the submitted and approved Declaration will become part of the contract and agrees to comply with the requirements in Section 5 of this Declaration.** Travis County is not a party to agreements between Contractor and its subcontractors.

Printed Name: _____

Title: _____

E-mail Address: _____

Signature: _____

Date: _____

Check any that apply:

- I am interested in participating in face-to-face meetings with HUB vendors.

Section 3 – Disclosure of Subcontractors

Check the box to indicate whether you intend to utilize subcontractors on this project:

- I will be utilizing subcontractors. I will not be utilizing subcontractors.

If the first box was selected, please identify all subcontractors, including second- and third-tier subcontractors, in the space provided below. If you intend to utilize a subcontractor that is certified by an agency not listed below, check the 'Other' box and include a copy of their certification.

Respondent acknowledges that it and the subcontractor disclosed are bound by the price and scope of work should Travis County award the contract to Respondent. Travis County reserves the right to verify the subcontractors' certifications listed by the Respondent.

Respondent may be required to provide a revised HUB Declaration prior to contract award.

Company Name/DBA:			EIN/VID:		
Address:		City:		State:	Zip:
Contact:		Phone:		E-mail:	
Subcontract Amount:	% of Contract:	Description of Work:			
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No		Ethnicity:		Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas		<input type="checkbox"/> TUCP	<input type="checkbox"/> SCTRCA	<input type="checkbox"/> Other	
Justification for not using a certified HUB (if applicable):					
Company Name/DBA:			EIN/VID:		
Address:		City:		State:	Zip:
Contact:		Phone:		E-mail:	
Subcontract Amount:	% of Contract:	Description of Work:			
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No		Ethnicity:		Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas		<input type="checkbox"/> TUCP	<input type="checkbox"/> SCTRCA	<input type="checkbox"/> Other	
Justification for not using a certified HUB (if applicable):					
Company Name/DBA:			EIN/VID:		
Address:		City:		State:	Zip:
Contact:		Phone:		E-mail:	
Subcontract Amount:	% of Contract:	Description of Work:			
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No		Ethnicity:		Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas		<input type="checkbox"/> TUCP	<input type="checkbox"/> SCTRCA	<input type="checkbox"/> Other	
Justification for not using a certified HUB (if applicable):					

Section 4 – GFE Outreach

GFE Outreach Requirements

This project is identified as a Race-Neutral project, because there are limited to no subcontracting opportunities. A Good Faith Effort is not required, and you will need to complete Sections 2 and 3.

Outreach to Community Partners

Community Partners and Plan Rooms	E-mail Address	Date Notice Sent	Notice was Accepted
Asian Contractor Association	asiancontractor@gmail.com		<input type="checkbox"/>
Austin Area Black Contractors Association	brc-pro@att.net		<input type="checkbox"/>
Austin Independent Business Alliance	rebecca@ibuyaustin.com		<input type="checkbox"/>
City of Austin Construction & Technology Center	juaquin.gonzalez@austintexas.gov		<input type="checkbox"/>
Greater Austin Black Chamber	admin@austinbcc.org		<input type="checkbox"/>
Greater Austin Asian Chamber of Commerce	bidding@austinasianchamber.org		<input type="checkbox"/>
Greater Austin Hispanic Chamber of Commerce	membership@gahcc.org		<input type="checkbox"/>
Texas Association of African American Chambers of Commerce	cro@taaacc.org		<input type="checkbox"/>
Texas Association of Mexican American Chambers of Commerce	president@tamacc.org		<input type="checkbox"/>
US Hispanic Contractors Association de Austin	ushcadeaustin@gmail.com		<input type="checkbox"/>

Section 5 – HUB Post-Award Requirements, Sanctions, and Appeal

1. For purposes of this section, “Contractor” refers to the successful Respondent. Contractor’s Declaration will be incorporated into the resulting contract with Travis County.
2. Contractors must not perform work themselves that they designate to be performed by a HUB subcontractor on the Declaration without prior approval.
3. Contractor will be responsible for the use of the electronic Vendor Tracking System (VTS) and must require all subcontractors to comply with VTS procedures, available online at: www.traviscountytexas.gov/images/purchasing/Doc/VTS_Reporting_Procedures.pdf.
4. Before making any changes to its Declaration, including substituting or terminating any subcontractor named in its Declaration or hiring an additional subcontractor not named in the Declaration, Contractor must obtain approval from the Purchasing Office. Changing the Declaration without that approval may result in breach of the contract entitling Travis County to seek any and all remedies available in law or in equity. To request any changes to the Declaration, Contractor must use the Subcontractor Substitution Process within Vendor Tracking System (VTS).
5. Contractor must comply with all HUB requirements incorporated in the contract. These include using GFE to provide opportunities for HUB participation in replacing subcontractors if necessary.
6. Contractor and all its subcontractors that have any subcontractors (including second and third-tier subcontractors) must pay their subcontractors and suppliers within 10 days after they are paid.
7. If Contractor listed subcontractors in Section 3 of its Declaration, Contractor must submit a Progress Assessment Report (PAR) in the VTS within 3 business days after they are paid for each subcontractor used for the current payment period. If Contractor makes no payments to a subcontractor during the payment period, Contractor must report zero dollar payments to subcontractors within VTS for accurate recordkeeping. Contractor must also provide copies of applicable invoices within VTS to support payments reported for each subcontractor during each payment period.
8. Before submitting invoices, Contractors must attest to the following:
 - 8.1 Contractor has received all invoices from subcontractors for the current payment period;
 - 8.2 Contractor will pay its subcontractors within 10 days of receiving payment from Travis County;
 - 8.3 Contractor will require its subcontractors to pay their subcontractors within 10 days of receiving payment from Contractor; and
 - 8.4 Contractor acknowledges that misrepresenting any information in its PAR is a breach of its contract with County, and the County may exercise its rights to terminate the contract or seek other remedies.
9. HUB Staff and Compliance Staff reserve the right to audit contract compliance and investigate reports of non-compliance to determine whether corrective actions are needed, and, if appropriate, recommend sanctions for non-compliance. Before sanctions are imposed, HUB Staff or Compliance Staff will report the non-compliance issue to the Contractor and Purchasing Agent. The notice will state the non-compliance, any relevant details, the recommended sanction (if any), and the factors considered in determining the recommended sanction. If Contractor does not agree with the non-compliance issue identified in the notice, Contractor may provide a written response to the Purchasing Office.
10. In recommending sanctions, HUB Staff may consider the following factors:
 - 10.1 The type and seriousness of the non-compliance;
 - 10.2 Whether Contractor’s non-compliance is willful, knowing, negligent, an intentional omission, or an oversight;
 - 10.3 Steps taken by Contractor to correct its non-compliance;
 - 10.4 The existence of falsification, misrepresentation, or withholding information; and
 - 10.5 The number and frequency of acts or omissions resulting in non-compliance within the previous rolling 24-month period.
11. Based on the factors listed above, sanctions may include one or more of the following:
 - 11.1 Admonishment letters demanding correction of the non-compliance from the Purchasing Agent or the County Attorney’s Office;
 - 11.2 Demands to the Surety Company for performance (if applicable and approved by Commissioners Court);
 - 11.3 Notice of breach of contract, demanding correction or exercising other remedies for the breach, including termination of the contract and damages;
 - 11.4 Notice that due to non-compliance with HUB requirements, Contractor is deemed “non-responsible” for future contract awards for a specified length of time, based on the schedule below. The following schedule represents the sanctions recommended resulting in a final written decision imposing non-responsibility sanction under 11 committed by Contractor in connection with this contract or any other contracts with Travis County within a rolling 24-month period.
 - 11.4.1 Up to 6 months for Contractor’s first non-responsibility sanction;
 - 11.4.2 Up to 1 year for Contractor’s second non-responsibility sanction; and
 - 11.4.3 Up to 3 years for Contractor’s third non-responsibility sanction.
12. In considering the non-compliance notice and the Contractor’s response, if any, the Purchasing Agent will provide a written decision about the sanctions to be imposed. Contractor may appeal the Purchasing Agent’s decision in writing to the Commissioners Court. The decision of the Commissioners Court exhausts all of the administrative remedies available to the appealing Contractor.

ATTACHMENT B
FEE SCHEDULE

Travis County is seeking a fixed fee for services. Please provide a total fixed fee for the services requested in Part II, Specific Requirements. The table below must also be completed with the schedule for hourly rates.

Schedule of Hourly Rates

Complete the table below; add rows as needed.

Classification (Labor Category)	Years of Experience	Hourly Rate

ATTACHMENT C
ETHICS SWORN DECLARATION

Date: _____

Name of Declarant: _____

Title of Declarant: _____

Business Name of Respondent: _____

County of Respondent: _____

Declarant on oath swears that the following statements are true and complete:

1. Declarant is authorized by Respondent to make this Sworn Declaration for Respondent.
2. Declarant is fully aware of the facts stated in this Sworn Declaration.
3. Declarant can read the English language.
4. Respondent has received the list of key contracting persons associated with this solicitation which is attached to this Sworn Declaration as Exhibit "1".
5. Declarant has personally read Exhibit "1" to this Sworn Declaration.
6. Declarant has no knowledge of any Key Contracting Person on Exhibit "1" with whom Respondent is doing business or has done business during the 365 day period immediately before the date of this Sworn Declaration whose name is not disclosed in Exhibit "2" to this Sworn Declaration.

Signature of Declarant

Typed or printed name of Declarant

Address

City

State

Zip Code

EXHIBIT 1, ATTACHMENT C
LIST OF KEY CONTRACTING PERSONS
SEPTEMBER 6, 2022

CURRENT EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Andy Brown	
County Judge (Spouse)	Sara Strother	
Chief of Staff to County Judge	Kate Garza	
Agenda Coordinator	Elizabeth Medina	
Executive Assistant	Vacant	
Executive Assistant	Emma Hilbert*	
Commissioner, Precinct 1	Jeff Travillion	
Commissioner, Precinct 1 (Spouse)	Perri Travillion	Austin Spurs
Chief of Staff to County Commissioner	Walter Muse	
Executive Assistant	Deone Wilhite	
Executive Assistant	Caitlin Brown	
Commissioner, Precinct 2	Brigid Shea	
Commissioner, Precinct 2 (Spouse)	John Umphress	Austin Energy
Chief of Staff to County Commissioner	Barbara Rush	
Executive Assistant	Lani Oglewood	
Executive Assistant	Zara Stanfield	
Commissioner, Precinct 3	Ann Howard	
Chief of Staff to County Commissioner	Vacant	
Executive Assistant	Lucy Oglesby	
Executive Assistant	Mick Long	
Commissioner, Precinct 4	Margaret Gomez	
Chief of Staff to County Commissioner	David Salazar	
Executive Assistant	Ricardo Rendon	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Patti Smith	
County Executive, Planning & Budget	Jessica Rio	
County Executive, Emergency Services	Charles Brotherton	
County Executive, Health & Human Services	Pilar Sanchez*	
County Executive, Transportation & Natural Resources	Cynthia McDonald	
County Executive, (Interim) Justice & Public Safety	Victoria Ashley*	
County Executive, Technology & Operations	Paul Hopingardner	
Travis County Attorney	Delia Garza	
Attorney Deputy Chief Senior	Lucio Del Toro*	
Attorney Deputy Chief Senior	Sherine Thomas	
Director Enforcement Litigation Division	Melissa Hargis*	
Attorney VII, Enforcement Litigation Division	Melissa Ferringer*	
Attorney VI, Enforcement Litigation Division	Mary Alice Boehm-McKaughan *	
Director, Land Use Division	Tom Nuckols	
Attorney VII, Land Use Division	Julie Joe	

Attorney VI, Land Use Division	Jennifer Hopgood	
Attorney VII, Land Use Division	Christopher Gilmore	
Attorney VI	Ujaala Rashid-Ferraro	
Director, Transactions Division	Ann-Marie Sheely	
Attorney VII, Transactions Division	Katherine (Kate) Fite	
Attorney VII, Transactions Division	Matthew R. Entsminger	
Attorney VII, Transactions Division	Barbara Wilson	
Attorney VII, Transactions Division	Jennifer Kraber	
Attorney VII, Transactions Division	James D. Nickell	
Attorney VII, Transactions Division	Becky Combs	
Director, Health Services Division	Trelisha Brown	
Attorney, Health Services Division	Kinski Moss*	
Attorney VII, Health Services Division	David Duncan	
Attorney VII, Health Services Division	Prema Gregerson	
Attorney VI, Health Services Division	Haseeb Abdullah	
Purchasing Agent	Bonnie S. Floyd, MBA, CPPO, CPPB	
Assistant Purchasing Agent	Jorge Talavera, CPPO, CPPB, CTPE, NIGP-CPP	
Assistant Purchasing Agent	Lee Perry	
Purchasing Operations & Procurement Director	CW Bruner, CPPB, PMP	
Purchasing Operations Consultant	Jason G. Walker, CPPB	
Purchasing Operations Project Manager, I	Rachel Fishback, CPPB	
Purchasing Operations Program Coordinator	Jacqueline Childress, J.D.	
Purchasing Operations Project Coordinator II	April Rodriguez	
Purchasing Business Analyst II	Kevin Scarbrough	
Purchasing Business Analyst II	Scott Worthington	
Senior Procurement Specialist	Lori Clyde, CPPO, CPPB, CTPE, NIGP-CPP	
Senior Procurement Specialist	Jennifer Winkler, MBA, CGAP, NIGP-CPP	
Senior Procurement Specialist	James A. Carey	
Senior Procurement Specialist	Sara Kassem, MBA, CTCM, CTPM, CPPB, NIGP-CPP	
Senior Procurement Specialist	Bridgett Bradshaw	
Procurement Specialist III	Lynn Woods, MBA	
Procurement Specialist III	Jerry Jones, MBA, CTCM	
Procurement Specialist III	Priscilla Harrington, CPSM	
Procurement Specialist III	Jean Liburd	
Procurement Specialist III	Jennifer Proctor Romero	
Procurement Specialist III	Randle Jackson	
Procurement Specialist II	L. Wade Laursen, CPPB	
Procurement Specialist II	Patricia Estrada	
Procurement Specialist II	Limbania Rodriguez	
Procurement Specialist II	Geri Castaneda	
Procurement Specialist II	Terri Mendez, CTCM*	
Procurement Specialist II	Sam Francis*	
Procurement Specialist II	Joe Hon*	
Procurement Specialist I	Jamal Williams	
Procurement Specialist I	Vacant	
Procurement Specialist I	Tina Litzner*	
Procurement Specialist I	Brandon Hoffman*	
Procurement Specialist I	Thomas Lynch*	
Procurement Specialist I	Pamela Quiroz*	

HUB Program Director	Sylvia Lopez	
HUB Coordinator	Corina Rodriguez	
Purchasing Contract Compliance Director	Tenley Aldredge, M.I.A., J.D	
Purchasing Contract Compliance Officer	Andrew J. Artzt, J.D.	
Purchasing Contract Compliance Officer	Kimberly Effinger	
Purchasing Contract Compliance Monitor	Dennis Reyna	
Purchasing Contract Compliance Monitor	Patrick Tuohy	
Purchasing Contract Compliance Monitor	Tommie Wesley*	
Purchasing Contract Compliance Monitor	Kaleo Lopez*	
Intergovernmental Relations Officer	Julie Wheeler	
County Auditor Chief Asst II	David Jungerman	
Health and Human Services Planning Project Mgr	Ana Almaguel	
Technology & Operations Chief Deputy	Eric Stockton	
Planning & Budget Analyst II	Michelle Surka	

* - Identifies employees who have been in that position less than a year.

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Executive Assistant	Kimberly Romero	10/30/22
Procurement Specialist II	Karina Damian	11/01/22
Executive Assistant	Melissa Velasquez	11/01/22
Executive Assistant	Malenie Areche-Rodriguez	12/15/22
County Executive, Health and Human Services	Sherri Fleming	03/31/23
Procurement Specialist I	Miriam Hogans	08/16/23
Executive Assistant	Jennifer Dowell	08/05/23
County Executive, Justice & Public Safety	Roger Jefferies	09/15/23

EXHIBIT 2, ATTACHMENT C
DISCLOSURE

Exhibit 2 acknowledges that Respondent is doing business or has done business during the 365-day period immediately prior to the date on which this solicitation is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons.

If no one is listed above, Respondent warrants that Respondent is not doing business and has not done business with any Key Contracting Person during the 365-day period immediately prior to the date on which this solicitation is due.

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

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

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

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

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

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

Do you have or do you anticipate having subcontractors under this proposed contract? YES NO

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

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

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

- The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

- The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Tax ID or Social Security No.: _____

Date: _____

ATTACHMENT E
REFERENCES

Respondent shall provide a minimum of six references from similar projects performed for healthcare payors and hospital districts, similar in size to Travis County, within the last three years. County reserves the right to contact customer references listed and to use this information as a consideration when making a procurement decision. Respondents will be considered only from contractors who, in the judgment of County, are able to show evidence of responsibility through their satisfactory past performance and demonstrated competence.

Reference # 1	Company Name:	_____
	Company Address:	_____

	Point of Contact:	_____
	Phone Number:	_____
	Email Address:	_____

	Annual Operating Budget:	_____
	Size of Uninsured Population Being Served:	_____

Reference # 2	Company Name:	_____
	Company Address:	_____

	Point of Contact:	_____
	Phone Number:	_____
	Email Address:	_____

	Annual Operating Budget:	_____
	Size of Uninsured Population Being Served:	_____

Reference # 3	Company Name:	_____
	Company Address:	_____

	Point of Contact:	_____
	Phone Number:	_____
	Email Address:	_____

	Annual Operating Budget:	_____
	Size of Uninsured Population Being Served:	_____

Reference # 4

Company Name:

Company Address:

Point of Contact:

Phone Number:

Email Address:

Annual Operating Budget:

Size of Uninsured Population Being Served:

Reference # 5

Company Name:

Company Address:

Point of Contact:

Phone Number:

Email Address:

Annual Operating Budget:

Size of Uninsured Population Being Served:

Reference # 6

Company Name:

Company Address:

Point of Contact:

Phone Number:

Email Address:

Annual Operating Budget:

Size of Uninsured Population Being Served:

PART III
DRAFT PROFESSIONAL SERVICES AGREEMENT

DRAFT PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by the following Parties: County of Travis, a corporate and political subdivision of Texas, ("County") and _____, ("Contractor").

Recitals

County desires to obtain the services of a qualified contractor to provide a performance audit.

Contractor represents that it has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these performance auditing services.

Agreement

1.0 DEFINITIONS

In this Agreement,

- 1.1. "Commissioners Court" means Travis County Commissioners Court.
- 1.2. "Contractor" means _____.
- 1.3. "County Auditor" means, Travis County Auditor.
- 1.4. "Director" means, Travis County Commissioners Court.
- 1.5. "Fiscal Year" means the County fiscal year, currently that period beginning on October 1 of year one and continuing through September 30 of the following year.
- 1.6. "Key Contracting Person" means any person or business listed in Exhibit 1 to Attachment D Ethics Sworn Declaration.
- 1.7. "Parties" mean County and Contractor.
- 1.8. "Purchasing Agent" means Travis County Purchasing Agent.
- 1.9. "Services" means all activities, programs and projects described in this Agreement, including Part II Special Requirements and Attachment A Scope of Services.
- 1.10. "Work Day" means Monday through Friday except for days that Court has designated as holidays which are listed at <http://www.traviscountytexas.gov/human-resources/holiday-schedule>.

2.0 TERM

- 2.1. Initial Term. The Initial Term of this Agreement begins upon complete execution by both Parties and continues for one year or through completion, unless sooner terminated as provided in this Agreement.

3.0 ADMINISTRATION OF AGREEMENT

- 3.1. The Purchasing Agent acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information.
- 3.2. Authority. The Director acts on behalf of County with respect to the Services. The Director has complete authority to interpret and define in writing County's policies and decisions with respect to Contractor's services. The Director may designate representatives to transmit instructions and receive information.

4.0 **CONTRACTOR'S RESPONSIBILITIES**

- 4.1. Scope of Services. Contractor shall perform the Services in a timely manner.
- 4.2. Ethical Standards. Contractor shall perform all Services and exercise all discretionary powers in a manner consistent with applicable ethical standards and Contractor's best professional judgment. Contractor shall use at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances.
- 4.3. Subcontracting. Except as otherwise specifically provided in the HUB Declaration, Contractor is prohibited from hiring or subcontracting with any other person to perform any of Contractor's obligations under this Agreement.
- 4.4. Civil Rights and Equal Opportunity in Employment. Contractor agrees, during the performance of the Services, that Contractor shall provide all Services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sexual orientation, gender identity/expression, national origin, age, handicapped condition or veteran status. In accordance with Title VI of the Civil Rights Act of 1964:
 - 4.4.1. Compliance with Regulations: Contractor shall comply with the requirements relative to nondiscrimination in Federally-Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1B, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
 - 4.4.2. Nondiscrimination: Regarding the Services performed by Contractor, it shall not discriminate on the grounds of race, religion, color, sexual orientation, gender identity/expression, national origin, age, handicapped condition or veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Seller shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 in 49 CFR Part 21, including employment practices.
 - 4.4.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sexual orientation, gender identity/expression, national origin, age, handicapped condition or veteran status.
 - 4.4.4. Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Contractor under the Agreement until Contractor complies, or until cancellation, termination or suspension of the Agreement, in whole or in part.
 - 4.4.5. Incorporation of Provisions: Contractor shall include the provisions of section 4.4 (regarding nondiscrimination) and 7.3 (regarding reports) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.

4.4.6. List: During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

4.4.7. Verification of Non-Discrimination Against Specified Entities. In compliance with Texas Government Code, chapter 2271 and both chapters 2274, Contractor’s signature on this Agreement serves as written verification that Contractor complies with the following sections:

- 4.4.7.1. Contractor does not boycott Israel and will not boycott Israel during the Agreement Term;
 - 4.4.7.2. Contractor does not boycott energy companies and will not boycott energy companies during the Agreement Term; and
 - 4.4.7.3. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the Agreement Term.
- 4.5. Legal Compliance. Contractor shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the Services and the performance of all obligations under this Agreement.
- 4.6. Insurance Requirements. Contractor shall comply with the insurance requirements in Attachment C, "Insurance Requirements".
- 4.7. Communications. Contractor may communicate requests for direction and factual information relating to Services to the Director and may rely on all factual information supplied by the Director in response to these requests. However, Director does not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.
- 4.8. Contractor expressly acknowledges that, in entering into this Agreement, County has relied on the representations of Contractor about the persons who will be performing the services and their qualifications and that any other person must be approved by Director before providing Services under this Agreement. Contractor warrants that all work done will be done by the employees or members of Contractor that are presented as performing the Services in Contractor's response.
- 4.9. Time is of the Essence. Timing of performance of the Services, and of delivery of all deliverables, is of the essence of this Agreement. If delivery or completion dates cannot be met, Contractor must inform the Director immediately. Providing this information does not change the delivery or completion dates unless this Agreement is amended.

5.0 **COMPENSATION, BILLING AND PAYMENT**

- 5.1. Taxpayer Identification. Contractor shall provide County with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations before any funds are payable.
- 5.2. Fees. In consideration of the satisfactory performance by Contractor of the Services and Contractor's compliance with the terms and conditions of this Agreement, County shall pay Contractor in accordance with the Attachment B Fee and Payment Schedule.
- 5.3. Satisfactory Completion of Services. County shall not be responsible for the costs of any Services that are not performed to County's satisfaction and given County's approval, which shall not be unreasonably withheld. County's obligation to make any payment to Contractor is dependent upon completion of the Services in a timely, good and professional manner and at a standard acceptable in Contractor's profession and a complete and correct invoice.
- 5.4. Timely Payment. County shall pay Contractor within 30 days after the receipt of a complete and correct invoice by Director. Chapter 2251 of the Texas Government Code governs accrual and payment of interest on overdue payments. Contractor may contact the Auditor's Office, Disbursements Division at (512) 854-9125 for assistance with setting up electronic payment through ACH, which deposits payments directly into Contractor's depository account.

- 5.5. Invoicing. Contractor shall invoice County for Services performed pursuant to this Agreement. Contractor shall submit invoices by the 10th of the month immediately following the month in which a project task group or phase is completed.

To be "correct and complete," an invoice must include at least the following information:

- 5.5.1. Name, address, and telephone number of Contractor, and the name should match the name shown on the W-9 that Contractor submitted to the Auditor's Office;
- 5.5.2. Name and address where the payment is to be sent, if payment is by check;
- 5.5.3. County Contract Number and County Purchase Order Number;
- 5.5.4. Identification of items or services as outlined in the Agreement;
- 5.5.5. Quantity or quantities, applicable unit prices, total prices by item, and total invoice amount, and
- 5.5.6. Any additional payment information that may be called for by the Agreement.

If payment is based on percentage of completion, Contractor shall also submit a statement showing the percentage of completion of the Services as at the date of the invoice with each invoice, and any additional written information requested by County to document the progress of the work.

- 5.6. County pays by ACH/EFT or check upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below:

Patti Smith, CPA
Travis County Auditor

Preferably via e-mail to: AP@traviscountytexas.gov

or

Via mail to: P.O. Box 1748
Austin, Texas 78767

Additional Copy of Invoice: Contractor shall send a copy of the invoice to:

Travis County Commissioners Court
P.O. Box 1748
Austin, TX 78767

- 5.7. Overpayment. Contractor shall refund to County any money which has been paid to Contractor by County, which County determines has resulted in overpayment to Contractor. Such refund shall be made by Contractor to County within 30 days after the refund is requested by County. If County enters into any subsequent contract with Contractor and Contractor fails to refund any money owed to County within 30 days of request, County may offset the difference against the next advance or payment payable to Contractor.
- 5.8. Delinquent Property Taxes. Despite anything to the contrary in this Agreement, if Contractor is delinquent in the payment of property taxes at the time of invoicing, Contractor assigns any payments to be made for Services rendered to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 5.9. Disbursements to Persons with Outstanding Debt.
- 5.9.1. "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.
 - 5.9.2. In accordance with Section 154.045 of the Local Government Code, if notice of Debt has been filed with the County Auditor or County Treasurer evidencing the Debt of Contractor to the state, County

or a salary fund, a warrant may not be drawn on a County fund in favor of Contractor, or an agent or assignee of Contractor until:

5.9.2.1. the County Treasurer notifies Contractor in writing that the Debt is outstanding; and

5.9.2.2. the Debt is paid.

5.9.3. County may apply any funds County owes Contractor to the outstanding balance of Debt for which notice is made under section 5.9.2.1, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding Debt.

5.10. Period of Services. County shall not be liable for costs incurred or performances rendered by Contractor before or after the term of this Agreement.

6.0 RECORDS CONFIDENTIALITY AND ACCESS

6.1. Confidentiality. Contractor shall establish a method to secure the confidentiality of records and other information relating to benefits consultant services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting County's right to access client information. Upon authorization from County to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluation duties in any way.

6.2. Records Maintenance. Contractor shall create, maintain, retain, and make all necessary and appropriate records, information, and documentation (including all accounting records) relating to Services reasonably available to County for three years after the provision of the Services, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. Contractor shall provide copies of these records to County upon written request to Contractor.

6.3. Access to Records. Contractor further agrees that the County or its duly authorized representatives shall have access to all books, documents, papers, reports and records of Contractor, which the County deems are directly pertinent to the Services for the purposes of making audits, examinations, excerpts, and transcriptions to ascertain compliance with this Agreement and federal and state employment discrimination laws. Contractor shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, as appropriate, and state what efforts it has made to obtain the information.

6.4. Right to Contractual Material. County is entitled to copies of all work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by Contractor will become property of the County.

7.0 AMENDMENTS / MODIFICATIONS

- 7.1. General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each Party. CONTRACTOR ACKNOWLEDGES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY COMMISSIONERS COURT.
- 7.2. Requests for Changes. Contractor shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.
- 7.3. Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve certain Amendment requests under this Agreement. The Purchasing Agent will advise Contractor as to this authority upon submission of a request for Amendment. At any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

8.0 ALLOCATION OF RISK

- 8.1. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS AGREEMENT.
- 8.2. Copyrights, Patents & Licenses. Contractor represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. CONTRACTOR SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES, OR COPYRIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT.
- 8.3. Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor or County in relation to the performance of this Agreement, Contractor shall give written notice to County of the claim or other action within three Working Days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 11.4. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

9.0 DISPUTE RESOLUTION

- 9.1. Dispute Resolution When Contractor and/or County have been unable to successfully resolve any question or issue related to this Agreement, Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. This notice shall contain a specific written description of the issues involved as well as Contractor's requested resolution of the dispute and any other relevant information, which Contractor desires to include.
- 9.2. As of the receipt of this notice by the Purchasing Agent, the Purchasing Agent acts as the County representative in any further issuances and in the administration of this Agreement in relation to the described dispute. Unless otherwise stated in this Agreement, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent or County Attorney may be considered void.
- 9.3. If Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within 10 calendar days after receipt of the disputed document, notice or correspondence, outlining the exact point of disagreement in detail.
- 9.4. The Purchasing Agent will issue a written notice of the final resolution of the dispute to Contractor within 30 calendar days of receipt by the Purchasing Agent of the initial written notice from Contractor.
- 9.5. If this notice of final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent.
- 9.6. The Purchasing Agent will provide a copy of the Notice of Appeal to the Director. This Notice of Appeal must be submitted within 10 calendar days after receipt of the unsatisfactory notice of final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.
- 9.7. Mediation. When mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties will use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.
- 9.8. Suspension. After Notice to Contractor, County may suspend performance of this Agreement in whole or in part without terminating it and withhold further payments to Contractor until County and Contractor resolve the issues causing the suspension. The suspension begins on the date on which Contractor receives the Notice. As soon as the suspension begins, Contractor shall follow the procedures described below:
 - 9.8.1. Upon receipt of a Notice of suspension, Contractor shall not incur additional obligations of Agreement funds unless the Notice otherwise directs, and immediately begin to phase out and discontinue all Services in connection with the performance of this Agreement. Contractor shall prepare a statement detailing the Services performed under this Agreement before the date the suspension began.
 - 9.8.2. During the Suspension Period, Contractor may submit the statement of Services to County for payment of the approved Services actually performed under this Agreement, less previous payments.
 - 9.8.3. If the issues supporting suspension are resolved to County's satisfaction, County may reinstate this Agreement and performance must resume in full force within 60 calendar days after Contractor's

receives a written notice of reinstatement from County.

10.0 TERMINATION

- 10.1 Termination for Convenience. County may terminate this Agreement at any time by giving the other party Notice of termination at least 60 calendar days before the effective date of the termination. If County terminates this Agreement, County is not liable for any loss of profits anticipated by Contractor.
- 10.2 Termination for Default. Either Party may terminate this Agreement for the failure of the other party to perform any material provision of this Agreement by delivering Notice of termination for default that describes the alleged failure to perform. The defaulting Party has 30 calendar days after it receives a Notice of termination to cure the default to the satisfaction of the other Party. If the default is not cured within those 30 calendar days, the Agreement terminates immediately without further Notice to the defaulting Party. A Party may not terminate for default if that Party was a contributing cause of the failure to perform. If County terminates this Agreement, County is not liable for any loss of profits anticipated by Contractor.
- 10.3 Funding Out. Despite anything to the contrary in this Agreement, if Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County during budget planning and adoption, County may terminate this Agreement after giving Contractor 20-days written notice that this Agreement is terminated due to the failure to fund it.

11.0 OTHER PROVISIONS

- 11.1 Non-Waiver of Default.
- 11.1.1 No payment, act or omission by County may constitute or be interpreted as a waiver of any breach or default of Contractor which then exists or may subsequently exist.
- 11.1.2 All rights of County under this Agreement are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies
- 11.2 FORFEITURE OF AGREEMENT. If Contractor has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Agreement by Contractor (including business done during any Renewal Term of this Agreement) and prior to full performance of this Agreement, Contractor will forfeit all benefits of this Agreement and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Agreement.
- 11.2.1 "Is doing business" and "has done business" mean:
- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

But does not include:

- (c) Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) Any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; or
- (e) If Contractor is a national or multinational corporation, any transaction for financial service or insurance coverage made on behalf of Contractor by its agent, employee or other representative who does not know and is not in a position that he or she should have known about this Agreement.

11.3 Agreement

11.3.1 Entire Agreement. All written or oral agreements between the Parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of it have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

11.3.2 Attachments. The attachments enumerated and denominated below are made a part of this Agreement and constitute promised performances by Contractor in accordance with all the provisions of this Agreement.

Attachment A – Scope of Services

Attachment B – Fee and Payment Schedule

Attachment C – Insurance Requirements

Attachment D – Ethics Sworn Declaration including:

Exhibit 1 - List of Key Contracting Persons

Exhibit 2 – Disclosure Form

Attachment E – HUB Program Declaration

Attachment F – Certification of Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

11.4 Notices:

11.4.1 Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address in this section.

11.4.2 County Address. The address of County for all purposes under this Agreement is:

Bonnie S. Floyd, MBA, CPPO, CPPB (or her successor)

Travis County Purchasing Agent

P. O. Box 1748

Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Travis County Commissioners Court

P.O. Box 1748

Austin, Texas 78767

11.4.3 Contractor Address. The address of Contractor for all purposes under this Agreement is:

Contractor Full Name
Street Address
City, State Zip

- 11.4.4 Change of Address. Each Party may change its address for notice to it by giving written notice of the change in compliance with Section 11.4. Any change in the address must be reported within 15 days of the change.
- 11.5 Force Majeure. The Parties acknowledge that this Agreement is being executed and will at least partially be performed during a Declared Disaster resulting from the COVID-19 pandemic and expressly acknowledge that they have taken the effects of this Declared Disaster into account in determining timelines and performance requirements stated in it and that this Declared Disaster may not be used to excuse performance under this Agreement. Neither party is financially liable to the other for any delays or failures in contract performance caused by federal or state laws or the rules, regulations, or orders of any public body or official purporting to exercise authority or control respecting the operations covered by this Agreement, or caused by strikes not against the parties, actions of the elements, or acts of God and delays due to the above causes shall not be considered a breach of this Agreement. These delays or failures to perform extend the period of performance for a period of time equal to the subsistence of the impossible conditions. If Force Majeure conditions exist, the party affected by them shall give the other party Notice within five working days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.
- 11.6 Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other contractors as reasonable and necessary and as required by the Director.
- 11.7 Independent Contractor. The Parties expressly acknowledge that Contractor is an independent contractor, operating solely in that capacity. Contractor assumes all rights, obligations and liabilities applicable to an independent contractor. Neither Contractor nor any of Contractor's employees will be considered an employee, partner, joint-venturer, or agent of County, and Contractor does not gain any rights against County pursuant to the County's personnel policies. County will not pay Contractor or Contractor's employees any customary Travis County benefits, including but not limited to FICA, payroll taxes, worker's compensation, health or retirement benefits, sick leave or vacation or holiday pay. Contractor is responsible to report all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with Services rendered under this Agreement and is solely obligated to pay any and all taxes related to income paid to Contractor.
- 11.8 No Third-Party Rights. No provision in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement, any benefits, rights, or remedies under or by reason of this Agreement.
- 11.9 Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties are governed by the laws of the State of Texas.
- 11.9.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect of the holding is limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

- 11.9.2 Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in Travis County.
- 11.9.3 Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to assign any part of this Agreement unless expressly granted that specific authority by Commissioners Court.
- 11.10 Binding Agreement. Despite any other provision of this Agreement, this Agreement is binding upon and inure to the benefit of the County and Contractor and their respective successors, executors, administrators, and assigns. Neither the County nor Contractor may assign, sublet, or transfer his or her interest in or obligations under this Agreement without the written consent of the other Party.
- 11.11 Performance of Other Services. As a part of this Agreement, it is understood that Contractor is free to provide services outside this Agreement as it sees fit at those times which Contractor is not obligated to County. It is also understood that County is free to have more than one contractor providing the type of services included in this Agreement and County is under no obligation to refer any case to Contractor for Services under this Agreement.
- 11.12 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement survive such termination, expiration, or end and remain fully performable.
- 11.13 Certificate of Contractor. Contractor certifies that neither Contractor nor any members of Contractor's firm nor any Subcontractor has:
- 11.13.1 Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for Contractor) to solicit or secure the work provided by the Agreement.
- 11.13.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
- 11.13.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.
- Contractor acknowledges that this certification may be furnished to any local, state or federal government agencies in connection with this Agreement and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- 11.14 Interpretational Guidelines
- 11.14.1 Computation of Time. When any period of time is stated in this Agreement, the time is computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days are omitted from the computation.
- 11.14.2 Number and Gender. Words of any gender in this Agreement are interpreted to include any other gender and words in either singular or plural form are interpreted to include the other unless the context in the Agreement clearly requires otherwise.

11.14.3 Headings. The headings at the beginning of the provisions of this Agreement are for convenience only and are not to be used in interpreting this Agreement.

11.15 Conflict of Interest Questionnaire: If required, Contractor shall complete, update and file a Conflict of Interest Questionnaire in compliance with Chapter 176, Texas Local Government Code. Contractor acknowledges that the law requires the County to provide access to this Questionnaire on the Travis County website.

11.16 County Monitoring. Contractor will be monitored by the Director for compliance with the requirements of this Agreement.

11.17 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 271.101 et seq., Commissioners Court orders this Agreement exempt from the requirements established by section 262.023 of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

11.18 Signatures. The person or persons signing this Agreement on behalf of Contractor or representing themselves as signing this Agreement on behalf of Contractor, warrant that he, she or they have been duly authorized by Contractor to sign this Agreement on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both Parties.

Contractor Name

Name: _____
Title: _____
Date: _____

County of Travis, Texas

And _____, Travis County Judge
Date: _____

Approved as to Purchasing
Policies and Procedures by:

Approved as to Legal Form by:

Funds Verified by Auditor:

Bonnie _____, CPPB
Travis County Purchasing

Ann _____ Sheely, Travis County Attorney

Patti Smith, Travis County Auditor

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT B
FEE AND PAYMENT SCHEDULE

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall obtain and maintain and require all subcontractors providing Services to obtain and maintain, standard insurance sufficient to cover the needs of both Contractor and all Subcontractors pursuant to applicable generally accepted business standards. Upon prior reasonable notice to Contractor, County may review insurance requirements and require Contractor to make reasonable adjustments when the scope of Services has been expanded.

Contractor is responsible for all premiums, deductibles and self-insured retention. Contractor shall obtain insurance that meets the following standards:

- Coverage written by companies licensed in Texas with an A.M. Best rating of B+ VIII or higher;
- Coverage written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy;
- Coverage that provides at least the types and limits in this Attachment.

As evidence of coverage, Contractor shall provide a Certificate of Insurance issued by the writing agent or carrier to the Purchasing Agent within 10 working days after both Parties execute this Agreement. The Certificate must state the Travis County contract number, show all deductibles and self-insured retention, and include all endorsements required by that type of coverage by number. Upon County's request and without expense, County may receive certified copies of policies and endorsements.

Insurance which names Travis County as Additional Insured is considered primary for all claims except for professional liability and E & O Policies.

Contractor shall not allow any insurance to be cancelled or lapse during any term of this Agreement. Without prior notice to the County, Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. The minimum types and limits of insurance coverage are:

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

1. Minimum limit: \$1,000,000 per occurrence for coverage A and B with a \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. 30-day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

C. Business Automobile Liability Insurance

1. Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000 per occurrence
2. Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. 30-day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

D. Professional Liability and/or E & O Insurance

1. Minimum Limit: \$1,000,000 per Occurrence
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
3. Additional insured status for Travis County is not required.

E. Umbrella Coverage

1. Minimum Limit: \$5,000,000 excess
2. Must follow form of Primary coverages
3. The Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation
 - b. 30-day Notice of Cancellation
 - c. Travis County named as additional insured

F. Cyber Security

1. Minimum Limit: \$1,000,000 per occurrence with a \$3,000,000 policy aggregate
2. The policy shall include the following endorsements:
 - a. Waiver of Subrogation
 - b. Thirty day Notice of Cancellation
 - c. Travis County named as additional insured

ATTACHMENT D
ETHICS SWORN DECLARATION

EXHIBIT 1, ATTACHMENT D
LIST OF KEY CONTRACTING PERSONS

EXHIBIT 2, ATTACHMENT D
DISCLOSURE

ATTACHMENT E
HUB PROGRAM DECLARATION

ATTACHMENT F
CERTIFICATION OF FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR COVERED CONTRACTS