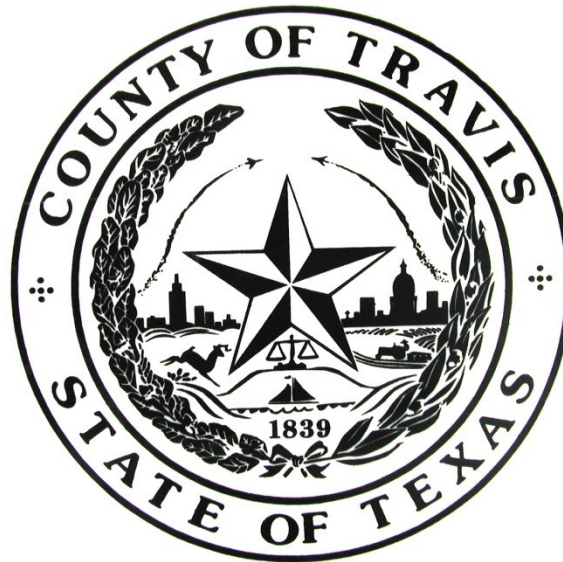


TRAVIS COUNTY PURCHASING OFFICE



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

MAZARS USA LLP

FOR

**FOR INDEPENDENT PERFORMANCE AUDIT OF TRAVIS COUNTY
HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH**

CONTRACT NO. 4400006972

COMMISSIONERS COURT

**PROFESSIONAL SERVICES AGREEMENT
FOR INDEPENDENT PERFORMANCE AUDIT OF TRAVIS COUNTY
HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH**

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

Recitals

County distributed a Request for Services (RFS # 2301-004-BB) to obtain the services of a qualified contractor to provide a performance audit of Travis County Healthcare District d/b/a Central Health.

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 Mazars USA LLP.
- 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 continue 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, the services and activities described in this Agreement and the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.
- 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 or as approved in writing by County, 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 so long as the request is consistent with applicable legal rules and regulations. Contractor confirms that the scope of work includes both Central Health and the Dell Medical School's (DMS) retention policy.

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. County acknowledges that this section does not grant it the right to access information about Contractor's other clients or access to Contractor's internal books, documents, papers, reports, and records that are not related to this Agreement.

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.
- 8.4. Limitation of Damages. Neither Party will be liable to the other party in any actions for damages, claims, liabilities, costs, expenses or losses in anyway arising out of or relating to the services performed under this Agreement for an aggregate amount in excess of the fees billed by Mazars under this engagement letter for the services giving rise to the liability. In no event will either Party be liable for consequential, special, indirect,

incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs) or other damages (other than direct damages).

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. Either Party 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

Exhibit 1 – Supplemental Scope of Services

Exhibit 2 - Timeline

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:

Mazars USA LLP
100 Crescent Court, Suite 250
Dallas, Texas 75201

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.
- 11.19 Subpoena/Information Responses. If either Party receives a subpoena, summons, request for information or other legally enforceable document requiring the receiving Party to provide documents or information concerning this Agreement or the services performed pursuant hereto, the receiving party shall notify the other party about such request, so long as doing so is permitted under law. In the event that there is a request (by subpoena or otherwise) for testimony, documents or other information concerning the County by any governmental agency or investigative body or by a party in any litigation or dispute (other than litigation or disputes involving claims by the County against Contractor), County and Contractor shall make reasonable efforts to negotiate an agreement for reimbursement of expenses to Contractor for any reasonable expense, including compensation for our otherwise billable time and reimbursement for attorneys' fees, incurred in complying with or responding to any request.

DUPLICATE ORIGINALS

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

Contractor Name

County of Travis, Texas

Name: _____

Andy Brown, Travis County Judge

Title: _____

Date: _____

Date: _____

Approved as to Purchasing
Policies and Procedures by:

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

Approved as to Legal Form by:

Ann-Marie Sheely, Assistant Travis County Attorney

Funds Verified by Auditor:

Patti Smith, Travis County Auditor



ATTACHMENT A
SCOPE OF SERVICES

Contractor shall provide the following services and deliver the following information to the County:

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 An assessment of the public transparency and the quality of the public dissemination of information by Central Health.
- 1.6 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.
- 1.7 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.
- 1.8 An assessment of the quality, relevance, and comprehensiveness of Central Health's performance metrics for itself and for its providers; and
- 1.9 Evaluate compliance with applicable city, state, and federal laws and identify improvements to existing systems to assure future compliance
- 1.10 Contractor 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.
- 1.11 Contractor 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.
- 1.12 Contractor shall report timely in writing any violations of law. These reports shall be public and reported to the Commissioners Court.

EXHIBIT 1 TO ATTACHMENT A **SUPPLEMENTAL SCOPE OF SERVICES**

OVERVIEW

Below is our tailored approach to perform Central Health's performance improvement review engagement. The overall objective of the performance review is to examine the efficiency and effectiveness of the program with the goal of implementing improvements. Below is an overview of the scope and procedures we may perform as part of the assessment.

2.1 Healthcare Needs of the Medically Indigent

Scope of Service Request:

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.

Mazars Response:

In accordance with the scope of service request above, Mazars will use its experienced healthcare to review the performance of Central Health and its providers in comparison to similar hospital districts results. Mazars shall perform this assessment by:

- Reviewing Central Health's scope of services, affiliation agreements, policies, and procedures related to integrated health services and how such services are provided.
- Analyzing existing reports related to operations and services provided.
- Reviewing and analyzing patient and provider demographics to identify strengths and opportunities for improvement related to services provided within Travis County.
- Reviewing key health indicators based on evidence-based criteria and comparing results to national and state benchmarks, specific to medically underserved and indigent populations.
- Coordinating a series of meetings with community advocates, Central Health patients, staff, and providers to determine how services to the medically indigent are perceived.
- Interviewing Central Health, affiliate executives, and key stakeholders regarding the current strategic plan for Central Health.

2.2 Establishment of Integrated Delivery System

Scope of Service Request:

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.

Mazars Response:

In accordance with the scope of service request above, Mazars will use its experienced healthcare consultants with deep subject matter expertise related to integrated healthcare systems to review Central Health effectiveness and accountability in establishing and maintaining an IDS for the medically indigent within Travis County. Mazars shall perform this assessment by:

- Reviewing prior internal and external reports related to the effectiveness and accountability of Central Health affiliated partners to establish an IDS.
- Analyzing the effectiveness of quality improvement activities designed to identify gaps in effectiveness, efficiency, and health equity and compare to industry best practices.
- Reviewing public reports from Central Health and affiliates regarding the delivery of medically indigent care and comparing to key metrics for effectiveness and accountability.

2.3 Quality and Health Equity

Scope of Service Request:

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.

Mazars Response:

In accordance with the scope of service request above, Mazars will use its experienced healthcare consultants with subject matter expertise related to equity in medically underserved populations to assess Central Health's healthcare delivery approaches. Mazars shall perform this assessment by:

- Reviewing Central Health's equity-based policies, procedures, program descriptions, quality improvement plans, provider directories, reports, and practices to determine if industry best practices are implemented.
- Reviewing the availability and ease of culture and linguistic supports for patients.
- Comparing provider directories to patient/population served demographics to determine if the access needs of patients with limited English proficiency needs are adequately met.
- Reviewing any patient satisfaction results against industry best practices to identify perceptions related to provider demographics and equity practices.
- Reviewing, assessing, and comparing key healthcare indicators for impacts related to equity, such as HEDIS and other state and national indicators.

2.4 Fund Expenditure Financial Accountability Procedures and Controls Assessment

Scope of Service Request:

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.

Mazars Response:

In accordance with the scope of service request above, the project objective is to assess the current state of Central Health's policies, procedures, and internal controls for expenditures of funds and its third-party providers. Below is an overview of the scope and procedures we may perform as part of the assessment.

ASSESSMENT SCOPE



PROCEDURES

Phase 1 – Assess Financial Policies and Procedures for Expenditures of Central Health Funds

- Obtain and review Central Health's existing expenditure policies and procedures for use of Central Health funds. Meet with management to gain an understanding of policies and procedures.
- Assess policies and procedures compared to industry best practices, payor industry standards, and standards for governmental funds
- Compile findings and recommendations in a written report

Phase 2 – Assess Internal Controls for Expenditures of Central Health Funds

- Provide Central Health management with an internal control and segregation of duties questionnaire to complete
- Meet with Central Health management to gain an understanding of existing controls and segregation of duties for expenditures of Central Health funds
- Meet with current independent audit firm to gain an understanding of applicable internal control testing performed in accordance with the Government Auditing Standards
- Assess use of funds internal controls compared to industry best practices and standards set forth for government internal controls
- Compile findings and recommendations in a written report

2.5 Public Transparency

Scope of Service Request:

An assessment of the public transparency and the quality of the public dissemination of information by Central Health.

Mazars Response:

In accordance with the scope of service request above, Mazars will use its experienced healthcare consultants to assess Central Health's transparency to the public. Mazars shall perform this assessment by:

- Assessing the types of information and how that information is disseminated and available to the public and key stakeholders to determine if industry best practices are consistently implemented. This will be done through review of policies, procedures, meeting minutes, and other documents to determine evidence of transparency.
- Interviewing key stakeholders and token public representatives what their perceptions are regarding the sharing of information and transparency.


2.6 Analysis of Health Care Services

Scope of Service Request:

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.

Mazars Response:

In accordance with the scope of service request above, the project objective is to determine the amount and type of all healthcare services Dell Medical School is providing using Central Health funds. Below is an overview of the scope and procedures we may perform as part of the assessment.

ASSESSMENT SCOPE	PROCEDURES
 <p>Scope of Services 2.6</p>	<p>Phase 1 – Understand the healthcare services Dell Medical School provided in 2022 using Central Health funds for indigent care</p> <ul style="list-style-type: none">• Obtain and review Central Health's third-party provider contract(s) with Dell Medical Schools• Meet with Central Health management to gain an understanding of the services Dell Medical Schools is providing and the compensation structure• Meet with Dell Medical Schools management to gain an understanding of the services Dell Medical Schools is providing as well as the direct and indirect costs incurred during 2022 on behalf of patient care provided to the medically indigent <p>Phase 2 – Analyze and categorize the Central Health funding amounts Dell Medical School received in 2022 for indigent care (<i>direct versus indirect healthcare expenses incurred to provide medical care for the indigent population</i>)</p> <ul style="list-style-type: none">• Obtain from Dell Medical Schools the 2022 billing and collections transaction detail report for all patient encounters paid for via Central Health funding for indigent patients only. The report is required to be run for all indigent patient encounters with service dates in 2022 and include the following transaction detail: unique patient account/chart number, encounter/case number, service date, Current Procedural Terminology (CPT) code, units, provider name, facility, payment date, gross charge, adjustments, payments, accounts receivable, patient zip code. Additional supporting documentation for each transaction must be made available upon request• Obtain from Central Health general ledger transaction detail for all invoices/funding paid to Dell Medical Schools for 2022 using Central Health funds for indigent care. Depending on the number of invoices, a sample of invoices will be selected using a statistically valid sample size. Additional supporting documentation for each transaction must be made available upon request

- Analyze the 2022 billing and collections report from Dell Medical School to determine Dell Medical Schools direct costs associated with providing medical care to the indigent population
- Categorize the Central Health funding Dell Medical School received for 2022 into direct healthcare services provided the indigent versus the indirect healthcare services and what the funds were for
- Estimate, based on the information received from Central Health and Dell Medical Schools, how much of the Central Health funds have been spent by functional expense classification categories on items other than direct healthcare for the indigent.
- Compile findings and recommendations in a written report

2.7 Record Retention

Scope of Service Request:

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.

Mazars Response:

In accordance with the scope of service request above, Mazars will use its legal and compliance expertise in record retention to review DMS's policies and procedures and available data to assess DMS's compliance in this area to ensure financial accountability. Mazars will perform this assessment by:

- Obtaining and reviewing Central Health's existing record retention policies and procedures for Central Health, its delegated entities, and affiliates as appropriate.
- Assess policies and procedures compared to industry best practices, payor industry standards, and standards for governmental funds.
- Compile findings and recommendations in a written report.

2.8 Quality Metrics

Scope of Service Request:

An assessment of the quality, relevance, and comprehensiveness of Central Health's performance metrics for itself and for its providers

Mazars Response:

In accordance with the scope of service request above, Mazars will use its experienced healthcare consultants with quality improvement subject matter expertise to assess Central Health and its providers key quality metrics performance and compare to similar hospital districts results. Mazars will perform this assessment by:

- Reviewing and assessing Central Health's annual quality improvement plan and key metrics for year-over-year improvement and comparing results to national and state benchmarks. This will include an assessment of quality improvement techniques and ability to identify opportunities for improvement.
 - Reviewing and assessing processes to inform providers of quality gaps in performance metrics relative to industry best practices.
-

2.9 Evaluation of Compliance

Scope of Service Request:

Evaluate compliance with applicable city, state, and federal laws and identify improvements to existing systems to assure future compliance.

Mazars Response:

In accordance with the scope of the service request above, Mazars will use its personnel with over 50 years of combined healthcare compliance knowledge and experience from a legal and clinical perspective to evaluate compliance with applicable laws and regulations. Mazars will provide a report of compliance findings with recommendations for improvements and maintenance of compliance in the future. Mazars will perform this evaluation by:

- Obtaining and reviewing Central Health's existing operational and compliance policies and procedures for Central Health and delegated entities.
- Assessing policies and procedures compared to industry best practices, payor industry standards, and standards for governmental funds.
- Compiling findings and recommendations in a written report.

2.10 Written Report of Findings and Recommendations

Scope of Service Request:

The audit firm 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.

Mazars Response:

In accordance with the scope of the service request above, Mazars will issue a written report of all findings and recommendations resulting from the independent performance review. The healthcare consulting performance review engagement will follow the AICPA Statement on Standards for Consulting Services (CS 100). Best practices will be incorporated into the recommendations provided by Mazars. The report will be public and Mazars will present it at a public hearing.

2.11 Audit Letter Issued to Commissioners Court

Scope of Service Request:

The audit firm shall produce an audit letter to the 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.

Mazars Response:

In accordance with the scope of service request above, as part of its written report, Mazars will issue an opinion letter to Commissioners Court indicating any reportable conditions. 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 Timely Reporting Violations of Law

Scope of Service Request:

The audit firm shall report timely in writing any violations of law. These reports shall be public and reported to the Commissioners Court.

Mazars Response:

In accordance with the scope of service request above, Mazars will report timely in writing any violations of law and shall not wait for the final report to notify the Commissioners Court/designee. The report will be made public and issued to the Commissioners Court.

DRAFT

EXHIBIT 2 TO ATTACHMENT A
TIMELINE

Proposed Engagement Timeline:

Mazars proposes beginning the engagement in May 2023 with kickoff meetings and documentation requests, followed by a draft report submitted to Central Health in November 2023, and a final presentation to Travis County Commissioners Court in January 2024. We are willing to work with Central Health and Travis County to adjust our project timeline accordingly as determined by the Travis County Commissioners. Changes in the timeline beyond the control of Mazars will be necessary if requested data, interviews, or other information is not received in a timely manner from the stakeholders in Central Health.

Phases and Steps	Estimated Project Timeline								
	2023								2024
	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan
1 - Project Organization & Planning									
Kick-off Meetings, Establish project logistics, Confirm scope and Timeline	█								
2 - Performance Improvement Review Examination									
2.1 Healthcare Needs of the Medically Indigent	█								
2.2 Establishment of Integrated Delivery System	█								
2.3 Quality and Health Equity	█								
2.4 Expenditure Financial Accountability Procedures and Controls	█								
2.5 Public Transparency	█								
2.6 Analysis of Health Care Services	█								
2.7 Record Retention	█								
2.8 Quality Metrics	█								
2.9 Evaluation of Compliance	█								
3 - Report Issuance									
2.10 Written Report of Findings and Recommendations							█	█	█
2.11 Audit Letter Issued to Commissioners Court							█	█	█

ATTACHMENT B
FEE AND PAYMENT SCHEDULE

County's investment in Contractor for the scope of services described in Attachment A is a fixed fee of **\$845,200**. Please refer to the table below for a detailed calculation of how the fixed fee was determined. The fixed fee does not include additional services which are outside of scope to the proposal that may be required but unanticipated, including conferences, meetings, depositions, additional court appearances, or testimony.

County acknowledges that the fees in this Attachment B do not include conferences, meetings, depositions, additional court appearances, or testimony that have not been noted in Attachment A. If Contractor is required to perform additional unanticipated services, either at the request of County or to fulfill the original scope of the contract, Contractor shall not be compensated for the additional work unless the work and total compensation applicable to it is stated in a written modification of this Contract approved by the Commissioners Court and signed by Contractor before additional work is commenced. Any additional work agreed to between County and Contractor is required to be performed at the rates in the Schedule of Hourly Rates in this Attachment B.

If County requests that Contractor perform any additional services regarding the subject matter of the engagement, in consideration of full performance of any additional unanticipated services, County shall pay Contractor fees at the rates in the Schedule of Hourly Rates in this Attachment B for work done by staff at the staffing levels in that Schedule based on the time spent; and such services shall be subject to the terms and conditions of the final Agreement.

County and Contractor agree that if an unanticipated need arises (such as, but not limited to any extraordinary service(s) that are considered outside of the anticipated scope of services detailed in Attachment A) a contract amendment will be required before any services are provided.

Fixed Fee Calculation:

Classification (Labor Category)	Hourly Rate	Hours	Total
Principal/Partner	\$ 675	148	\$ 99,900
Managing Director	\$595	297	\$176,715
Director II	\$560	440	\$246,400
Manager II	\$410	554	\$227,140
Manager I	\$375	312	\$117,000
Senior Consultant II	\$340	138	\$46,920
Labor Total		1,889	\$ 914,075
Technology Fee (4%) *			\$36,563
Total			\$ 950,638
Discount (12%)			(105,438)
Total Fixed Fee			\$ 845,200

* The Technology and Delivery Charge of four (4) percent covers certain technology and processing costs associated with the delivery of our services.

Schedule of Hourly Rates

Classification (Labor Category)	Years of Experience	Hourly Rate
Expert Witness – Testimony & Support/SME	10 +	\$ 750
Principal/Partner	10 +	\$675
Managing Director	10 +	\$595
Director II	9 +	\$560
Director I	8 +	\$475
Manager II	6 +	\$410
Manager I	5 +	\$375
Senior Consultant II	4 +	\$340
Senior Consultant I	4 +	\$310
Consultant II – Project Manager	3 +	\$260
Consultant II – Staff	3 +	\$235
Consultant I – Staff	1-3	\$225
Administrative Support	N/A	\$165

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

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 D
LIST OF KEY CONTRACTING PERSONS
FEBRUARY 16, 2023

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	Ascension Seton
Chief of Staff to County Judge	Kate Garza	
Agenda Coordinator	Elizabeth Medina	
Executive Assistant	Tom Vazquez	
Executive Assistant	Emma Hilbert*	
Executive Assistant	Jose Becerra*	
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	
Commissioner, Precinct 3 (Spouse)	John Howard	Dell Technologies
Chief of Staff to County Commissioner	Nirav Shah	
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	Leslie Dippel*	
Attorney Deputy Chief Senior	Lucio Del Toro*	
Director Enforcement Litigation Division	Melissa Hargis*	

Attorney VII, Enforcement Litigation Division	Melissa Ferringer*	
Attorney VI, Enforcement Litigation Division	Vacant	
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 and Land Use 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	Vacant	
Attorney VII, Transactions Division	James D. Nickell	
Attorney VII, Transactions Division	Becky Combs*	
Attorney I, Transactions Division	Linda Martinez*	
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	Vacant	
Procurement Specialist II	Patricia Estrada	
Procurement Specialist II	Limbania Rodriguez	
Procurement Specialist II	Geri Castaneda	

Procurement Specialist II	Teri Mendez, CTCM	
Procurement Specialist II	Sam Francis*	
Procurement Specialist II	Joe Hon	
Procurement Specialist II	Tara Hollingsworth*	
Procurement Specialist I	Vacant	
Procurement Specialist I	Olivia Thomas*	
Procurement Specialist I	Tina Litzner	
Procurement Specialist I	Brandon Hoffman	
Procurement Specialist I	Thomas Lynch	
Procurement Specialist I	Pamela Quiroz	
Procurement Specialist I	Christopher Milledge*	
Procurement Specialist I	Ardian Shaholli*	
HUB Program Director	Sylvia Lopez	
HUB Coordinator	Corina Rodriguez	
Community Liaison	Larry Williams*	
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
Procurement Specialist	Jamal Williams	03/01/24
Attorney Deputy Chief Senior	Sherine Thomas	01/31/24
Procurement Specialist II	L. Wade Laursen, CPPB	01/17/24
Attorney VII, Transactions Division	Jennifer Kraber	12/19/23
Attorney IV, Enforcement Litigation Division	Mary Alice Boehm-McKaughan	10/05/23
Director, Land Use Division	Tom Nuckols	09/30/23
County Executive, Justice & Public Safety	Roger Jefferies	09/15/23
Procurement Specialist I	Miriam Hogans	08/16/23
Executive Assistant	Jennifer Dowell	08/05/23
County Executive, Health and Human Services	Sherri Fleming	03/31/23

EXHIBIT 2, ATTACHMENT D
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 E
HUB PROGRAM DECLARATION

Respondent Information

Complete the information in the following table.

Company Name/DBA: Mazars USA LLP			EIN/VID: 13-1459550		
Address: 100 Crescent Court, Suite 250		City: Dallas		State: TX	Zip: 75201
Contact: Gil Enos		Phone: 1 972.942.0111	E-mail: Gil.enos@mazarsusa.com		
Contact for Invoicing: Gil Enos		Phone: 1 972.942.0111	E-mail: Gil.enos@mazarsusa.com		
Bid Amount: \$845,200		HUB Subcontractor %: 0		Non-HUB Subcontractor %: 0	
Respondent is a certified HUB: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Ethnicity: n/a		Gender: n/a	
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: Gil Enos

Title: Principal

E-mail Address: Gil.enos@mazarsusa.com

Signature: 

Date: 02/22/23

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):					

ATTACHMENT F
CERTIFICATION OF FEDERAL 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:

