

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
TRAVIS COUNTY AND MANOR INDEPENDENT SCHOOL
DISTRICT FOR AFTERSCHOOL AND SUMMER PROGRAM
SERVICES**

I. PARTIES

Interlocal Cooperation Agreement ("Agreement" or "Contract") for the provision of Afterschool and Summer Program Services is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Manor Independent School District, a state agency, ("Contractor," "MISD," or "District") (each a "Party" and collectively, the "Parties").

II. RECITALS

WHEREAS, County held a tax rate election ("TRE") on November 5, 2024 for the purpose of increasing access to affordable and high-quality child care and afterschool/summer programming and related services for low-income families and developing and administering related workforce and economic development programs; and

WHEREAS, the voters of Travis County approved the TRE; and

WHEREAS, the County seeks the provision of Afterschool and Summer Program Services to fulfill the purpose of the TRE; and

WHEREAS, Contractor desires to provide Afterschool and Summer Program Services; and

WHEREAS, a local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services under Tex. Gov't Code, Section 791.025(c); and

WHEREAS, County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes), and to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of those services constitutes a public purpose;

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Agreement.

III. DEFINITIONS

1.0 CONTRACT DEFINITIONS.

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Contract Funds" means all funds paid by County to Contractor pursuant to this Contract (including grant funds, if specifically identified).

1.3 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.

1.4 "Contractor" means MISD.

1.5 "County Auditor" means Patti Smith, the Travis County Auditor, or her successor or designated representative.

1.6 "County Contract Compliance Specialist" means San Juana Ortega-Gonzales, or her successor or designated representative.

1.7 "County Department," "Department" and/or "TCHHS" mean the office of Travis County Health and Human Services.

1.8 "County Executive" means Pilar Sanchez, County Executive, Travis County Health and Human Services, or her successor or designated representative.

1.9 "County Purchasing Agent" means C. W. Bruner, PMP, CPPB, the Travis County Purchasing Agent, or his successor or designated representative.

1.10 "Eligible Client" or "Client" means a person who meets any specific eligibility criteria described in this Contract and who meets statutory and/or Contract requirements necessary to receive services under this Contract.

1.11 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.

1.12 "In-kind Partner" means any party performing under an In-kind Partnership agreement for which no monetary compensation will be paid by Contractor or the other party to the In-kind partnership agreement in performance of this Contract.

1.13 "In-kind Partnership" means any agreement between Contractor and another party to fulfill any of the requirements of the Contract, in whole or in part, with no monetary compensation between Contractor and that party. Performance under an In-kind Partnership can include staffing, goods and services, facilities, and any other support to fulfill the requirements of this Contract.

1.14 "Parties" and "Party" means the County and/or Contractor.

1.15 "Reimbursable," "Allowable," or "Authorized Costs" means those amounts authorized to be paid by County to Contractor under the terms of this Contract with Contract Funds.

1.16 "Subcontract" means any agreement between Contractor and another party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.

1.17 "Subcontractor" means any party providing services required or allowed under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that party, including contractor(s), subcontractor(s); and any party or parties providing services for Contractor which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract.

1.18 "Working Day(s)" means Monday through Friday except for days that County has designated as holidays listed at <http://www.traviscountytx.gov/human-resources/holiday-schedule>. If a number of days is specified in this Contract and does not say "Working," then it refers to calendar days.

IV. KEY PROVISIONS

2.0 CONTRACT TERM.

2.1 **Initial Term.** The Parties agree that this Contract will continue in full force for the Initial Term which begins August 1, 2025, and terminates August 31, 2027, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.1.1 **Ratification.** The Parties agree to ratify the provision of services under this Contract from August 1, 2025, to the date of execution of this Contract.

2.2 Intentionally Deleted.

2.3 **Termination for Convenience.** Either Party may terminate this Contract for convenience by giving the other Party written notice of such termination along with the reasons behind such termination at least thirty (30) calendar days before the effective date of the termination.

2.4 **Funding-Out.** Despite anything to the contrary in this Contract, if during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following Fiscal Year, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to failure to fund.

2.5 **Holdover.** Upon expiration of any Contract Term, Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to negotiate or award a new contract for the services encompassed by this Contract.

3.0 AMENDMENTS, CHANGES OR MODIFICATIONS.

3.1 **Written Amendment.** Unless specifically provided otherwise in this Contract, any changes, modifications, alterations, additions or deletions ("Amendment") to the terms of this Contract will be made in writing and signed by both Parties in order to be of any force or effect.

3.1.1 Notwithstanding Section 3.1 of this Contract, Contractor may request to make minor changes to the delivery of services described in Attachment A, Program Work Statement ("Minor Change") without a written amendment to the Contract only if all of the following requirements are met:

3.1.1.1 The Minor Change will not change the scope or objective of the Contract or impact the quality of services delivered by Contractor solely as determined by County prior to Contractor's implementation of the Minor Change.

3.1.1.2 Contractor notifies County describing the Minor Change Contractor desires to make.

3.1.1.3 County notifies Contractor of its acceptance of the Minor Change.

3.1.1.4 Notification by Contractor to County describing the Minor Change and County's notification to Contractor regarding its acceptance of the Minor Change ("Minor Change Notification") may be delivered by electronic mail to the County Contract Compliance Specialist. Minor Change Notification is considered delivered as long as the Party receiving such notice acknowledges receipt of such notice in writing.

3.2 **Authority to Change.** CONTRACTOR AGREES THAT NO OFFICER, AGENT,

EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT OR MAKE ANY OBLIGATION FOR COUNTY UNDER THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.

3.3 **Non-Compliance.** Contractor agrees that any action taken by Contractor which does not comply with the terms of this Contract subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.

3.4 **Submission.** Contractor will submit any requests for an Amendment of the terms of this Contract to the County Purchasing Agent with a copy to the County Executive. Upon agreement by the County Department, the request may be presented by the Purchasing Agent to the Commissioners Court for consideration. No changes will be effective as to County until approved in writing by Commissioners Court (or Purchasing Agent under Section 3.5). Written requests for Contract Amendment must be received by the County Department and Purchasing Agent prior to the desired effective date of the change (with sufficient time for County processing) and no later than sixty (60) days prior to the end of the Contract Term for which the Amendment is sought. Failure to meet this deadline may result in the denial of the request for the Amendment. In no event will an Amendment be granted after the expiration of the applicable Contract Term.

3.5 **Purchasing Agent Authority.** Contractor understands and agrees that the Purchasing Agent has authority to approve certain Amendments subject to applicable law (specifically, the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract as authorized and will advise Contractor as to the decision to use that authority upon submission of the request for the Amendment. At any time, the Purchasing Agent may elect to submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

4.0 ENTIRE AGREEMENT.

4.1 **All Agreements.** The Parties agree that all oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract. Outside discussion or other written or verbal communications not included in this Contract are **NOT** a part of this Contract (either at the time of this Contract or at any time during any Contract Term).

4.2 **Attachments.** The attachments listed below are a part of this Contract and constitute promised performances by Contractor in accordance with all terms of this Contract. If any Attachment is not applicable to this Contract, the cover sheet for the Attachments will show "Not Applicable." References to "Contract" in this Agreement will include reference to all of the attachments to this Contract.

- 4.2.1 Attachment A Program Work Statement
- 4.2.2 Attachment B Program Budget
- 4.2.3 Attachment C Insurance Requirements
- 4.2.4 Attachment D Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

V. FINANCIAL PROVISIONS

5.0 CONTRACT FUNDS.

5.1 **Contract Funds Amount.** During each Contract Term, County will make available for payment to Contractor for the services provided pursuant to the terms of this Contract, the Contract Funds, referenced in Attachment B, Program Budget, in an amount not to exceed:

\$3,400,00.00

6.0 INVOICING AND REQUEST FOR PAYMENT.

6.1 **Monthly Request.** Each month during any Contract Term, Contractor will file, within the time limits set forth in this Section 6.0, and pursuant to applicable requirements of this Contract, the complete and correct (as determined by County Department) Payment Request forms (as provided by County). Contractor agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, purchase orders or other information, will be reviewed by County during monitoring visit(s), and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such, as determined by County.

6.2 Timely Filing of Request.

6.2.1 **Filing.** Contractor shall file Payment Request forms with TCHHS within fifteen (15) days of the end of the month in which services are provided. Any delay by Contractor in the filing of the complete and correct Payment Request forms may impact the ultimate receipt of payment by Contractor. County will pay Contractor for authorized expenditures (as defined by this Contract and approved by the County, which approval will not be withheld unreasonably) reported in that Payment Request within thirty (30) days of receipt by TCHHS of that complete and correct Payment Request in accordance with the Prompt Payment Act (TEX. GOV'T. CODE, Chapter 2251).

6.2.2 **Request Limitation.** County will not be liable to Contractor for any costs incurred and paid by Contractor in the performance of this Contract which are not billed to County under the applicable terms of this Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of any Contract Term (as applicable to the term in which the services were provided), whichever occurs first. Costs billed by Contractor on or after the 61st day following provision of services, or the termination of any Contract Term (whichever applies) will be considered disallowed and may not be paid by County.

6.3 **Timely Payment.** 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 account. County shall pay Contractor within thirty (30) days after the receipt by County Department of a complete and correct invoice. However, County shall notify Contractor of an error or disputed amount in an invoice submitted for payment by Contractor not later than the 21st day after the date County receives the invoice, and shall include in the notice to Contractor a detailed statement of the amount of the invoice which is disputed. County may withhold from payments required no more than 110 percent of the disputed amount. County must pay any undisputed amount of the invoice within 30 days after receipt of the invoice. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code

7.0 CONTRACT FUNDS RESTRICTIONS.

7.1 County Payment.

7.1.1 Reimbursement Only. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by County under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those actual costs being invoiced and considered allowable under this Contract and subject to payment by County.

7.1.2 Department Determination. County and Contractor agree that determination of allowable expenses and payment of Contract Funds will be directed by County Department.

7.1.3 Pre/Post-Term Debts. County will not be liable for: costs incurred, or performances rendered by Contractor before or after the Contract Term; expenses not billed to County within the applicable time frames set forth in this Contract; or any payment for services or activities not provided pursuant to the terms of this Contract.

7.2 Maintenance of Funds. The Contractor will deposit and maintain all monies received under this Contract in either a separate numbered bank account or in a general operating account, either of which will be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflects and identifies revenues and expenditures for the monies received under this Contract from County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Section 7.2 upon request by County.

7.3 Allowable Costs - Direct Performance. Costs will be considered allowable only if, as determined by County, those costs are:

7.3.1 incurred and paid by Contractor directly and specifically in the performance of this Contract;

7.3.2 incurred and paid by Contractor pursuant to all requirements of this Contract;

7.3.3 incurred and paid by Contractor in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles;

7.3.4 included and identifiable in Contractor's budget document attached to this Contract as required in this Contract; and

7.3.5 incurred and paid as set forth in Section 7.1.1, and other applicable provisions.

7.4 Indirect Costs. Indirect Costs, as defined by generally accepted accounting principles, are considered to be allowable costs under this Contract.

8.0 RETURN OF CONTRACT FUNDS.

8.1 Contractor Liability. Contractor will be liable to County and refund money paid to Contractor upon a determination by County that payment either:

8.1.1 has resulted in overpayment;

8.1.2 has not been spent strictly in accordance with Contract terms;

8.1.3 exceeds the total expenditures actually reported by Contractor;

8.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s); or

8.1.5 was inappropriately transferred according to Section 10.0.

8.2 Return of Funds. Return of funds under this Section 8.0 will be made by Contractor to County within thirty (30) days of written request by County. County may offset the amount of any funds owed under this

Section against the next or any future payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

9.0 AUDIT.

9.1 **Annual Audit.** Unless otherwise authorized by County under the terms of this Contract, Contractor will arrange for the performance of an annual (at least one time during each consecutive 365-day period) financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

9.1.1 **Entire Operations Option.** At the option of Contractor, each audit or review required by this Section 9.0 may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered Contract Funds.

9.1.2 **Financial Records.** Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to Contract Funds.

9.1.3 **Copy.** Contractor will provide a copy of its most recent report of the complete financial audit and the auditor's opinion and management letters, or the review, to County within 180 days of the end of the Contractor's fiscal year end, unless County approves alternative arrangements in writing. In any event, such copies will be provided no later than September 30 of each year in which County funds are received under this Contract. The report will also include the auditor's opinion and letters to management. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports. Reviews and audits performed under Section 9.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such reports in a timely manner may result in delay of payment, suspension or termination of the Contract by County. Reports may be in either hard copy or electronic form, unless otherwise requested by County.

9.1.4 **Continued Obligation.** The expiration or termination of this Contract will in no way relieve Contractor of the obligation to meet the requirements of this Section 9.0 in the manner or format prescribed by County.

9.1.5 **Cost of Audit.** Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 9.0 may be considered an allowable cost and reimbursable under this Contract if the following requirements are met:

9.1.5.1 cost is included in Contractor's budget, with the Subcontractor providing such services correctly identified; and

9.1.5.2 the cost billed to County is no greater than the percentage relationship of County Contract Funds to Contractor's total annual budget, with the cost of the audit being a reasonable cost for such services as agreed to by County. For example, if the total amount of County Contract Funds provided under this Contract is ten percent (10%) of the total Contractor annual budget, then County Contract Funds may be used to reimburse up to ten percent (10%) of the total cost of the annual audit.

9.2 **County Audit.** County reserves the right to conduct financial, compliance, and/or performance audit of the Contract. Contractor agrees to permit County or its authorized representative, to audit Contractor's records and

to review, copy or obtain any documents, materials, or information necessary to facilitate such audits. Contractor shall grant electronic, preferably real time, access to records to allow for algorithmically assisted auditing.

9.2.1 Payment Request Documentation Audit. County may initiate a Payment Request Documentation Audit. Once initiated, County will inform Contractor of what specific pieces of supporting documentation related to the Payment Request(s) (the "Payment Request Documentation") to provide to County. Contractor shall provide the Payment Request Documentation to County within a reasonable time after County's request for such. After examining this Payment Request Documentation, County will inform Contractor of any disallowed costs noted in the Payment Request Documentation Audit or any additional documentation that may be needed. Both Parties shall adhere to Section 8.0 Return of Contract Funds.

9.3 Facilitation. Contractor will take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 9.0 that County may reasonably require of Contractor. Such action will include provision of access to Contractor's facilities during Contractor's regular business hours for County to conduct an audit. The County will consider reasonable times and places to review records or interview individuals. Adequate and appropriate workspace will be made available to County or their designees, and all requested records will be made readily available.

9.4 Contractor Audit Records.

9.4.1 Content. Records of Contractor, its subsidiaries, Subcontractors and affiliates subject to audit will include accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent, as defined by County, to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies and services and all other costs of expenses of whatever nature relating to this Contract (all the foregoing to be referred to as "Records").

9.4.2 Access. Contractor grants access and the right to examine, copy or reproduce all Records pertaining to this Contract. Electronic, preferably real-time, access to records will be granted to allow for algorithmically assisted auditing.

9.4.3 Subcontractors. Contractor will require all Subcontractors, sub-consultants, insurance agents, contractors, and suppliers related to this Contract to comply with the provisions of this Section 9.0, and any other provisions so designated within this Contract, by inserting those requirements in any written contract agreements executed between the Contractor and other related parties using Contract Funds.

10.0 TRANSFER OF FUNDS.

10.1 Transfer of Funds Without Amendment. Notwithstanding Section 3.0, and as specifically applicable, Contractor may transfer funds without a written amendment to this Contract ONLY if ALL of the following requirements are met:

10.1.1 the transfer will not change the scope or objective of the programs funded under this Contract, solely as determined by County prior to transfer;

10.1.2 Contractor submits a budget revision form and obtains County's approval (which approval will not be withheld unreasonably) of such revisions prior to the submission of the Contractor's first monthly billing to the County following the transfer which will reflect such changes; and

10.1.3 Contractor submits the budget revision form no later than thirty (30) days prior to the end of the Contract Term.

10.2 **Disallowed Expense.** Contractor agrees that failure to meet the requirements of Section 10.1.1 – 10.1.3 may result in any transfer of funds being disallowed; as such, the disallowed amount may not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 10.0, Contractor agrees to refund such payment in full to County within twenty (20) days of written request by County for such refund.

11.0 FORMS.

11.1 **W-9 Taxpayer Identification Form.** Contractor will provide the County Department with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor. Contractor understands that this W-9 Form must be provided to the County Department before any Contract Funds are payable. If there are any changes in the W-9 form during any Contract Term, Contractor will immediately provide the County Department with a new and correct W-9 form. Failure to provide such form within the time required may result in delay of payment, suspension or termination of the Contract, or other action as deemed necessary by County. Any changes in the W-9 Form are also subject to the requirements of Sections 24.0, "Notices," and 26.0, and "Assignability," as applicable.

11.2 **IRS 990 Form.** If Contractor is a tax-exempt organization, Contractor will provide the County Department with a copy of its completed Internal Revenue Service Form 990 (Return of Organization Exempt From Income Tax) for each calendar year within 180 days of the Contractor's fiscal year end, but no later than September 30 of each year in which County funds are received under this Contract. If Contractor has filed an extension request which prevents the timely provision of the form 990, Contractor will provide the County Department with a copy of that application for extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of any final document(s) immediately upon receipt of such document(s).

12.0 Intentionally deleted.

VI. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

13.0 CONTRACTOR PERFORMANCE.

13.1 Services and Activities.

13.1.1 **Requirements.** During any Contract Term, Contractor will perform, in a satisfactory manner, as determined by County, the services and activities described in Attachment A – Program Work Statement in accordance with all terms of this Contract.

13.1.2 **Failure to Perform.** In the event of Contractor's non-compliance with any term of this Contract, County may impose such sanctions or measures, as determined to be necessary by County, including any or all of the following in the order as determined to be appropriate by County:

13.1.2.1 Providing technical assistance to assist Contractor with any compliance or performance concerns. Contractor will satisfactorily address compliance or performance concerns according to County's technical support, as determined by County;

13.1.2.2 Withholding of payments to Contractor under the Contract until Contractor complies with the term of the Contract; and

13.1.2.3 Suspending, terminating, or cancelling of the Contract, in whole or in part.

The above actions by County may be taken in addition to any other specific action set forth in any provision of this Contract or allowed by law.

13.2 **Policies.**

13.2.1 **General Policies.** The Contractor is required to maintain written policies and procedures approved by its governing body and to make copies of all policies available to the County Department upon request. At a minimum, written policies will exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel; Client and Personnel Grievance (as further set forth in Section 13.2.2); Nepotism; Non-Discrimination of Clients; Drug Free Workplace; the Americans With Disabilities Act; and any other policies or procedures as might be required by law or reasonably required by County.

13.2.2 **Grievance Policies.**

13.2.2.1 **Procedure.** Contractor will, and will require all Subcontractors and in-kind partners to, have in place an appropriate written grievance review procedure to receive and resolve complaints and will provide the County Department with a copy of such procedure immediately upon request by County. County has no responsibility for resolution of any grievances or complaints against Contractor regarding any services provided in relation to this Contract, and Contractor agrees to advise Subcontractors and in-kind partners of such in any agreement with Contractor for provision of services related to this Contract. Included in the procedure will be the obligation of Contractor to make timely written communication to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County. County may elect to participate in a grievance procedure if the grievance relates to services provided under this Contract.

13.2.2.2 **Monitoring.** Contractor agrees that it will monitor specific grievances and complaints, and it will utilize a mechanism to track and promptly resolve any participant issues, problems, or complaints. Contractor will maintain records of the resolution of grievances and will make such records available for monitoring by County.

13.3 **Contractor Communication.** Contractor and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract will initially be presented by Contractor to the County Department through the County Executive. Any reference in this Contract to communication with County, distribution to County or other interaction with County will be assumed to be made through TCHHS unless specifically stated otherwise.

13.4 **Miscellaneous Provisions.**

13.4.1 **Other Agreements.** It is understood and agreed by both Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by the Parties.

13.4.2 **Non-retaliation.** Contractor may not discriminate or retaliate in any way against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation or any suspected illegal activity by Contractor to County or to any appropriate law

enforcement authority, if the report is made in good faith.

13.4.3 Contractor Responsibility. Contractor will bear full responsibility for the integrity of fiscal and programmatic management. Such responsibility will include: accountability for all funds and materials received from County; compliance with County rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and County's monitoring processes. Ignorance of any Contract provision(s) will not constitute a defense or basis for waiving or appealing such provisions of requirements.

13.5 Directors' Meetings. Contractor will keep on file, copies of notices of any directors' meetings, board meetings, or subcommittee or advisory board meetings and copies of minutes from those meetings. Upon request by County, copies of any of the above will be provided to County Department.

13.6 Capital Acquisition Property ("Property"). Capital Acquisition Property may NOT be purchased with Contract funds. For purposes of this Contract, "Capital Acquisition Property" (or "Property") is defined as any tangible, non-expendable Property with a value of more than \$500.00.

13.7 Insurance.

13.7.1 Requirements. Contractor will have and will require all Subcontractors providing services under this Contract to have, Standard Insurance (as more particularly described in Attachment C) sufficient to cover the needs of Contractor and/or Subcontractor, as applicable, pursuant to applicable generally accepted business standards and as set forth in Attachment C, Insurance Requirements. Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment C, Insurance Requirements, may be imposed by County.

13.7.2 Submission of Certificate. Contractor will submit to the County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Contract by the Parties. Contractor will not begin providing services under this Contract until the required insurance is obtained and until such Verification of Insurance letter(s) has been received by the County Purchasing Agent.

13.7.3 No Liability Limitation. Acceptance of insurance by County will not relieve or decrease the liability of Contractor with regard to its responsibilities under this Contract and will not be construed to be a limitation of liability. Contractor will provide new Certificates of Insurance within ten (10) working days of any Renewal Term of this Contract or any change in insurance under the terms of this Section 13.7.

13.7.4 Review and Adjustment. County reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or Contractor. Contractor will not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract Term.

13.8 Indemnification and Claims.

13.8.1 INDEMNIFICATION. COUNTY AND CONTRACTOR AGREE THAT EACH IS RESPONSIBLE FOR ITS OWN NEGLIGENT ACTS, OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT

AND THAT NO INDEMNIFICATION BY OR FOR EITHER PARTY IS PROVIDED FOR OR INTENDED HEREUNDER.

13.8.2 Claims Notification. If either Party receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, the Party that receives notice or becomes aware will give the other Party written notice within three (3) working days of being notified of this claim. Such notice will include: written description of the claim; the name and address of the person, firm, corporation or other entity that made 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 will be given in the manner provided in Section 24.0 of this Contract. The Party giving such notice will, upon request, furnish to the other Party copies of all non-privileged or otherwise protected pertinent papers received by the Party giving such notice with respect to these claims or actions.

13.9 Materials and Publications. When material not originally developed by Contractor is submitted or included in a report, it will have all sources properly identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations Section 401.14 or Federal Acquisition Regulations 52.227.1 and with all applicable copyright requirements.

13.10 Copyrights, Copyrights, Patents, and 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 by Contractor in this Contract 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 Contract. TO THE EXTENT PROVIDED BY THE LAWS AND CONSITUTION OF THE STATE OF TEXAS, AND WITHOUT WAIVING ANY IMMUNITY OR OTHER PROTECTION TO WHICH IT MAY OTHERWISE BE ENTITLED, 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 BY CONTRACTOR IN THIS CONTRACT.

13.11 Miscellaneous Responsibilities.

13.11.1 Employee Offenses.

13.11.1.1 Eligible Client Contact. Contractor agrees that no Employee ("Employee" being defined under this Section 13.11.1 as including volunteers or other persons working under the direction of Contractor in the provision of services under this Contract in a manner which involves direct Eligible Client contact) will provide services in a manner which involves direct Eligible Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE.

13.11.1.2 Procedure. Contractor agrees to have in place a written policy and procedures for verifying the criminal history and any current criminal indictment involving

the offenses listed in this Section 13.11 of any Employee having direct contact with County Clients, and will maintain evidence of having processed all Employees through such procedure. Contractor shall ensure that it has written hiring policies and procedures in place that ensure that applicants who apply for Contractor's job positions described in Attachment A, Program Work Statement who have convictions other than a Conviction Barring Employment ("Applicants") are evaluated for employment based upon the following factors: (1) whether the position the Applicant is applying for has direct Client contact; (2) a description of what the direct Client contact is; (3) the frequency and scope of such contact; (4) the length of time that has elapsed since such Conviction occurred; and (5) the relevance of the Conviction to the services described in Attachment A, Program Work Statement. Such policy and procedure must also address the evaluation and monitoring of Employees convicted of an offense under the TEXAS CONTROLLED SUBSTANCES ACT, but does not have to prohibit direct Eligible Client contact where Contractor determines, and documents the grounds for such determination, that such contact would pose no risk to the Eligible Client. Contractor will also have in place a procedure for addressing the work of any Employee alleged to have committed an offense listed under this section in a manner which will afford reasonable protection to Eligible Clients until such allegation is resolved.

13.11.1.3 Waiver. In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 13.11.1, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the County Executive, for a determination as to such request for waiver.

13.11.1.4 Subcontractors. This Section 13.11.1 will also apply to any employees of Subcontractors who have direct Eligible Client contact, and Contractor will ensure that all Subcontractors have procedures in place to ensure compliance with this Section 13.11.

13.11.2 Offense Report. Contractor will promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

13.11.3 Qualifications. If specific qualifications (including licenses, certifications and permits) are set forth in job descriptions required by County or attached to any position related to providing of services under this Contract, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the County.

13.11.4 Third-Party Evaluation. Contractor shall participate in any evaluation, as requested by County. Such evaluation may be performed by a third party on County's behalf. Contractor shall submit any supplemental output and outcome reports to County based on standardized performance measures developed by such evaluator pursuant to Section 17.5 of this Contract.

14.0 WARRANTS AND ASSURANCES.

14.1 Eligible Client Warranty. Contractor agrees that County is only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County. To assure that County Contract Funds are spent for the provision of such authorized services in furtherance of such public purpose, Contractor warrants that the percentage of Eligible Clients (as defined by this Contract) receiving services under this Contract and funded by County Contract Funds compared to the total number of clients being served by Contractor under Contractor's total budget is equal to or greater than the percentage of County Contract Funds to total Contractor budget, and that County Contract Funds will be used by Contractor only for those purposes stated and

agreed to under the terms of this Contract.

14.2 **Accurate Information.** Contractor warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such will not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor will approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

14.3 **No Duplication.** Contractor agrees that Contractor will report and receive payment for each of the services/Eligible Clients solely from County Contract Funds pursuant to the terms of this Contract; and that there will be no duplicate payments from other sources for the same services paid for by County Contract Funds. Contractor will also ensure that this provision and prohibition of duplicate payment for services will be included in any Subcontracts.

14.3.1 Contractor warrants that it has systems in place to identify and document services to Eligible Clients according to different funding sources.

14.4 **Debarment, Suspension and Other Responsibility Matters.** This Section 14.4 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension," and as provided in Attachment D, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts. Each Party is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City of Austin contracts. By accepting this Agreement, each Party certifies that its firm, its principals and/or its Personnel/Staff (as applicable) are not currently, and shall not for the duration of this Agreement be, suspended or debarred from doing business with the federal government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin. Contractor shall immediately remove from the provision of services pursuant to this Contract any of its employees or Subcontractors (as applicable) who become suspended or debarred from doing business with the federal government. The suspension or debarment of either Party or the continued provision of Services pursuant to this Agreement by a suspended or debarred employee or Subcontractor (as applicable) shall be cause for immediate termination of this Agreement by the other Party.

15.0 COMPLIANCE.

15.1 **Federal, State and Local Laws.** Contractor shall comply with all applicable federal laws, regulations, executive orders, policies of the funding sources, procedures, and directives, as well as state, county, and city laws, rules, regulations, and ordinances applicable to the provision of services and the performance of all obligations under this Contract. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations.

15.2 **Privacy and Data Sharing.** In governing Contractor's general conduct of business, Contractor shall adhere to all privacy and data sharing laws and policies, including, but not limited to the following: current FBI CJIS Security Policy, Tex. Dep't of Pub. Safety, <https://www.dps.texas.gov/section/crime-records/cjis-documents>; 45 CFR Part 160 (General Administrative Requirements), 45 CFR Part 162 (Administrative Requirements), 45 CFR Part 164 (Security and Privacy), 42 CFR Part 2 (Confidentiality of Substance Use Disorder Patient Records), Texas Health and Safety Code, Chapter 181 (Medical Records Privacy); Texas Business and Commerce Code, Chapter 521 (Unauthorized Use of Identifying Information) and Texas Occupations Code, Chapter 159 (collectively, the "Privacy and Data Sharing Laws").

15.2.1 **Consent.** Contractor shall obtain any consent necessary in accordance with the Privacy and

Data Sharing Laws.

15.2.2 Method. Contractor will establish a method to secure the confidentiality of records and other information relating to Eligible Clients, employees and volunteers in accordance with the Privacy and Data Sharing Laws. This provision will not be construed as limiting the lawful right of access to Eligible Client information.

15.2.3 Limited Access. Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, in writing, any relevant requirement precluding County's access to Eligible Client information including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information.

15.2.4 Minimum Necessary. Contractor will provide the minimum necessary information to County in a way that will not obstruct County's monitoring and evaluative duties in any way.

15.2.5 Collaboration. If applicable, Contractor will execute and have on file copies of data sharing agreements with other entities with whom Contractor will be sharing or obtaining participant information related to enrollment of Clients for services provided under this Contract ensuring that any such sharing or obtaining of information is done in compliance with Section 15.2.1 of this Contract and the Privacy and Data Sharing Laws.

15.2.6 Privacy. Contractor will ensure that all Subcontractors, comply with the Privacy and Data Sharing Laws referenced in Section 15.2 of this Contract.

15.3 **Texas Public Information Act**. The Parties agree that this Contract, all performance under this Contract, and all information obtained by either Party in connection with this Contract is subject to applicable provisions of the Texas Public Information Act, Tex. Gov't Code, Chapter 552, and all legal authorities relating to such Act, including decisions and letter rulings issued by the Texas State Attorney General's Office; and each Party agrees to provide the other Party, citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

16.0 RETENTION AND ACCESSIBILITY OF PROGRAM, ELIGIBLE CLIENT & FISCAL RECORDS.

16.1 **Retention of Records**.

16.1.1 Time Requirement. Contractor will create and maintain all records and reports required and/or produced relevant to performance under this Contract, including those specifically set out in this Section 16.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County, or five (5) years after the end of the final Contract period, whichever occurs later. Failure at any time to deliver reports, records or notifications, as required by this Contract may, upon written notification by County, result in delay of payment and/or suspension or termination (in whole or in part) of this Contract by County.

16.1.2 Document Destruction. Contractor agrees that it will not destroy or alter any document in order to prevent its use in any official proceeding (for example, federal, state or local investigation and bankruptcy). Contractor is strictly prohibited from destroying or discarding any records reasonably pertinent to the fulfillment of the requirements of this Contract unless the time period for maintaining them under subsection 16.1.1 has lapsed. Destruction is deemed non-compliance.

16.2 **Client Records.** Contractor will create and maintain all records regarding Eligible Clients that include the information on which Contractor relies to determine the Client's eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and other program data as specified in Attachment A) (collectively, "Client Records"), and all records related to performance under this Contract. Contractor will maintain all medical records in accordance with all applicable statutes (including HIPAA) and regulations governing medical information. Requirements for Client Records will be as follows (as applicable):

16.2.1 **Unduplicated Eligible Client Records.** Unduplicated Client Records will be created and maintained for services provided separately to individual Eligible Clients. Contractor will maintain records for those Eligible Clients participating in programs designated by County Department from which an Unduplicated Client count can be determined. If Contractor is not clear on what constitutes an "Unduplicated Client," Contractor is responsible for consulting with County for a determination. Contractor will maintain a separate record for each unduplicated Eligible Client, which will contain all information related to eligibility and service provision as described in Attachment A, Program Work Statement.

16.2.2 **Records for Other Services.** In addition to, or instead of (as applicable) those records required under Section 16.2.1 for services provided separately to individual Eligible Clients as required under this Contract (including Attachment A, Program Work Statement), Contractor will create and retain records of other services, including such information as is possible and appropriate to the program design as described in Attachment A, such as: the type of services, date and location of services, amount or units of service provided, and where possible, number of Eligible Clients served. An individual Unduplicated Client record for these recipients is not required.

16.3 **Fiscal Records.** Contractor will create and maintain all fiscal records and documentation required under this Contract and as necessary, as determined by County, to support performance of this Contract.

16.4 **Access.** Contractor will give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, program materials (such as curriculum and distributed materials) and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access will continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor.

16.5 **Adjustment.** Contractor may, at any time, request in writing to the County Executive that County clarify or provide a waiver of all or a portion of the record requirements in this Section 16.0. Only waivers under this Section 16.0 granted by County Executive in writing will be effective to change any requirement in this Section 16.0.

17.0 REPORTING REQUIREMENTS.

17.1 Performance Reports.

17.1.1 **General Performance Reports.** Contractor will submit data in accordance with Attachment A, Program Work Statement and Attachment B, Program Budget in quarterly performance reports to be delivered to TCHHS as required by County within fifteen (15) days after the end of the quarter to which the report relates (each, a "Quarterly Report").

17.1.2 **Modification to Performance Reports.** County may recommend additional performance measures to be included by giving Contractor written notice of such proposed changes. Unless Contractor provides County with written opposition to the proposal within fifteen (15) days of receipt of notice, such changes will be considered added to the Contract and will constitute promised

performance by Contractor without the necessity of a written amendment. Such changes will be effective as to reports filed by Contractor for services provided during the first full reporting period following the addition of the changes. If Contractor opposes the changes, County and Contractor will negotiate in good faith to develop amended performance measures to be added pursuant to Section 3.0 of this Contract.

17.2 **Reimbursement Reports.** Pursuant to Sections 5.0 - 7.0, Contractor will deliver to TCHHS reports that provide all of the information requested in the Payment Request and expenditure report, as required by County within fifteen (15) days after the end of the month to which the report relates (each, a “Reimbursement Report”). If Contractor fails to provide this information to County in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County under Sections 5.0 - 7.0.

17.3 **Final Close-Out Report.** Contractor will deliver a close-out report as required by TCHHS no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal) (each, a “Final Close-Out Report”). County will provide Contractor with a packet containing information required for the Final Close-Out Report immediately following the end of a Contract Term. Contractor agrees to return the completed packet within forty-five (45) days of receipt.

17.4 **Financial Reports.** Upon request by County, Contractor will deliver to TCHHS copies of all Board-approved financial reports, to include the Contractor's Year-to-Date Balance sheet and income statement in relation to Contractor's performance under this Contract.

17.5 **Additional Reports.** Contractor will deliver to County Department within twenty (20) Working Days, any and all special reports, data, and information which the County requests that Contractor makes as a routine or special request in relation to Contractor's performance under this Contract.

17.6 **Changes in Reports.** Contractor will promptly provide TCHHS with written reports of any changes in any of the information, reports, and/or records provided to County pursuant to this Contract.

17.7 **Corrections.** County may require Contractor to correct or revise any errors, omissions or other deficiencies in any reports or services provided by the Contractor to ensure that such reports and services fulfill the purposes of this Contract. Contractor will make the required corrections or revisions without additional costs to County.

17.8 **Legal Prohibition.** If Contractor is legally prohibited from providing any required or requested reports, it will immediately notify County in writing of this fact. Such notice will include specific identification of the basis of the prohibition, including statutory citations as applicable, and will be reviewed by County for final resolution.

17.9 **Other Funding Sources.**

17.9.1 **Loss of Funding.** In the event that Contractor incurs a termination or significant loss of funding from sources other than County upon which Contractor depends for performance under this Contract, Contractor will:

17.9.1.1 Notify Department immediately in writing of such loss of funding, the amount involved and the services impacted;

17.9.1.2 Provide Department with thirty (30) days written notice if the decrease in funding requires the termination of the Contract, in whole or in part, such notice to include a description of the service impact expected to result from such decrease; and

17.9.1.3 If Contractor and County mutually agree in writing to changes to this Contract necessary to absorb said decrease/termination of funding, this Contract may be amended pursuant to Section 3.0. County will only agree to said amendment if the re-negotiation process results in the continued provision of services at an effective level as reasonably determined by County.

17.10 **Electronic Submission of Reports.** The Parties agree that Contractor will transmit performance reporting materials to County via email, unless County specifically requests otherwise.

VII. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

18.0 LIMITATIONS.

18.1 County Approval.

18.1.1 **County's Satisfaction.** Sections 5.0 - 7.0 notwithstanding, the Parties expressly agree that County will not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms of this Contract to County's satisfaction and with County's approval, which will not be unreasonably withheld.

18.1.2 **Responsibility and Liability.** Approval of County, and/or payment under this Contract by County, will not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor will approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

19.0 COUNTY OBLIGATIONS.

19.1 **Current Revenue Funds.** County will make payments for invoices for performance of governmental functions and services under this Contract from current revenue funds available to County and set aside for this purpose (or grant funds, where specifically identified). The Parties agree that the payment made under this Contract is in an amount that fairly compensates Contractor for the services or functions performed under this Contract.

VIII. SUSPENSION

20.0 SUSPENSION. If Contractor fails to comply with any term of this Contract and/or failure to make corrections required by this Contract, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms of this Contract, County may, upon written notification to Contractor, suspend this Contract, in whole or in part, immediately upon receipt of such notice and withhold further payments to Contractor pending resolution of the issues supporting such suspension. Contractor agrees that Contractor will not incur additional obligations of Contract Funds after receipt of such notice of suspension until Contractor is in compliance with the terms of this Contract or the reports of the financial review and/or program evaluation are completed, and all exceptions noted in these reports are corrected to County's reasonable satisfaction as evidenced by written notice by County.

IX. MISCELLANEOUS PROVISIONS

21.0 INDEPENDENT CONTRACTOR.

21.1 The Parties expressly agree that Contractor is an independent contractor and assumes all of the rights,

obligations and liabilities applicable to it as an independent contractor. No employee of Contractor will be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Contractor under this Contract is not and will not be construed or interpreted to be a partnership, joint venture or agency. Neither Party will have the authority to make any statements, representations or commitments of any kind, or to take any action which will be binding on the other Party, or which will hold itself out to be binding on the other Party.

22.0 SUBCONTRACTS.

22.1 **Prior Approval.** Contractor will not be reimbursed for costs incurred by any Subcontractors for any service or activity relating to the performance of this Contract without the prior written approval of County or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Section 22.1 for those Subcontracts/Subcontractors specifically identified in the Contract terms, including the Attachments. Contractor will provide County written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Payment Request related to such vendor or subcontractor in order to ensure timely payment. County must approve any replacement Subcontractor prior to Subcontractor beginning performance for which Contractor will submit billing under the Contract.

22.2 Contractor Responsibility.

22.2.1 **Subcontractor Compliance.** Contractor is wholly responsible to County for the performance under this Contract, whether such performance is provided directly by Contractor or indirectly by any Subcontractor or In-Kind Partner. Contractor will monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) and In-Kind Partners that will be available for inspection by County. Contractor will ensure that its Subcontractor(s) and In-Kind Partners comply with all applicable terms of this Contract and that Subcontractor(s)' and In-Kind Partners' work meets all quality standards for this Contract, as defined in Attachment A, Program Work Statement as if the performance rendered by the Subcontractor(s) and In-Kind Partners was being rendered by Contractor. Contractor will inspect all Subcontractors' and In-Kind Partners' work and will be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms of this Contract.

22.2.2 **Subcontract Terms.** Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations and policies; with the applicable terms of this Contract; and with any provisions such as may be reasonably requested by County; and will also include provisions ensuring the following:

22.2.2.1 The disclosure of any other contracts with County at the time the agreement is signed or at any time during the Contract Term. If such agreement exists, Subcontractor will warrant and guarantee that Subcontractor will report and receive payment for each service/participant only from County funds under this Contract; and that there will be no duplicate payments for those services/participants reported under this Contract from any other sources or from County under any other contract or agreement.

22.2.2.2 Agreement:

22.2.2.2.1 to reasonably cooperate with any County inquiry or investigation into Subcontractor and/or participant complaints;

22.2.2.2.2 to maintain confidentiality of information and security of all records as required by law and the terms and conditions of this Contract;

22.2.2.2.3 that Contractor has the sole responsibility for payment for services rendered by Subcontractor; and, in the event of non-payment, insolvency or cessation of operations, sole recourse of Subcontractor against Contractor will be through Contractor or the bankruptcy estate of Contractor;

22.2.2.2.4 that County is not liable for any payment to Subcontractor;

22.2.2.2.5 to warrant that Subcontractor has systems in place to identify and document services to Eligible Clients according to different funding sources;

22.2.2.2.6 to warrant that any service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, pursuant to Section 14.3 of this Contract; and

22.2.2.2.7 to assure Contractor's ability to meet all Contract requirements, including reporting requirements.

22.3 **Contract Limitation.** This Contract sets out the agreements and obligations between County and Contractor only and does not obligate County in any way to any of Contractor's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Contractor's Subcontractors or any other party. Contractor has the sole responsibility for payment for services rendered by Subcontractors. County will not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract. Contractor agrees to include notice of the requirements in this section in every Subcontractor agreement.

22.4 Intentionally deleted.

22.5 **Level of Service.** Contractor will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory and professional standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

22.6 **Payment to Subcontractor(s).** Contractor will make its best effort to pay Subcontractor(s) for undisputed claims for services rendered by Subcontractor(s) to Contractor within thirty (30) calendar days of Contractor's receipt of invoice(s) from Subcontractors.

23.0 MONITORING.

23.1 **County Monitoring.** County reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') compliance/performance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Contractor's performance under this Contract. Such monitoring visit(s) may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's (and Subcontractors') performance under this Contract; review of all Contract issues identified by County, including administrative, fiscal and programmatic matters; and any; and all areas of performance and reporting. Within sixty (60) days of each monitoring visit, County will provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it will include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor will take action specified in the monitoring report prior to the deadlines specified. Failure to make required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request reasonable changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

24.0 NOTICES.

24.1 **Requirements.** Except as otherwise specifically noted in this Contract, any notice required or

permitted to be given under this Contract by one Party to the other will be in writing and will be given and deemed to have been given immediately if delivered in person to the address set forth 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 specified as follows:

24.2 **County Address.** The address of County for all purposes under this Contract will be:

Pilar Sanchez, County Executive (or successor)
Travis County Department of Health & Human Services,
5325 Airport Blvd.
Austin, Texas 78751

and

P. O. Box 1748
Austin, Texas 78767

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

C.W. Bruner, PMP, CPPB Purchasing Agent (or successor)
Travis County Purchasing
P. O. Box 1748
Austin, Texas 78767

24.3 **Contractor Address.** The address of the Contractor and its General Counsel for all purposes under this Contract and for all notices hereunder by personal delivery will be:

Dr. Robert Sormani, Superintendent of Schools
Manor Independent School District
10335 US Hwy. 290 E
Manor, Texas 78653

24.4 **Information Changes.**

24.4.1 **Types of Changes.** Contractor will notify County of any changes affecting the Contractor or information provided under this Contract, including:

24.4.1.1 address; name of CEO/Director, CFO/Agency Financial Officer and Board President/Chairman of the Board; and

24.4.1.2 name of organization; actual identity (due to sale, assignment or other transaction); ownership; control; and assignment.

24.4.2 **Notice.** Contractor will provide written notice of any change of information under Section 24.4.1.1 to the County Compliance Specialist. Contractor will provide written notice of any change of information under Section 24.4.1.2 to the County Purchasing Agent and County Executive (pursuant to Section 24.2). Such notice will include all relevant information and documentation evidencing the change (including the effective date of such change) and must be provided immediately (but no later than twenty (20) days prior to the effective date of the change).

24.4.3 Effect. Failure to provide such notice may result in delay in payment.

24.4.4 Approval. Any change of information under Section 24.4.1.2 must be approved by the Purchasing Agent and/or Commissioners Court, as applicable.

25.0 PROHIBITIONS.

25.1 Conflict of Interest.

25.2.1 Questionnaire. If required by Chapter 176, Texas Local Government Code, the Contractor will complete and file a Conflict of Interest Questionnaire ("Questionnaire") with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor will update this Questionnaire by September of each year for the duration of this Contract as required by Chapter 176 of the Local Government Code. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor will submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

25.2 Solicitation. Contractor warrants that no persons or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. For breach or violation of this warranty, County will have the right to terminate this Contract without liability, or, in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

25.3 Gratuities. County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative of Contractor to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County will be entitled, in addition to any other rights and remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers and agents will neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors. Contractor will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

25.4 Nepotism. Contractor agrees that it will comply with the same guidelines set forth for public officials under Tex. Gov't Code, Chapter 573, by ensuring that no officer, employee or member of the governing body of Contractor will vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

26.0 ASSIGNABILITY.

26.1 Written Approval. County will not recognize assignment by Contractor of any of the rights or duties created by this Contract without the prior written approval of such assignment by County through a written document signed by both Parties. This provision includes assignment, sale, merger or any other action resulting in any change in the status of Contractor. Submission of a request for approval under this Section 26.1, "Written Approval," will be made in writing to the Purchasing Agent and the Purchasing Agent and Department will submit to Commissioners Court for approval according to County procedures. Failure to secure the approval required in this Section 26.1 may result in delay of payment or other sanctions.

26.2 **Binding Agreement.** Subject to Section 26.1, this Contract will be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

27.0 LEGAL AUTHORITY.

27.1 **Contractor Authority.** Contractor guarantees that Contractor possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

27.2 **Signors.** The person or persons signing this Contract on behalf of Contractor or representing themselves as signing this Contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Contract.

27.3 **Suspension.** County will have the right to suspend or terminate this Contract without further liability to County if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract or to render performances under it. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract if County has suspended or terminated this Contract for breach of Section 27.1 or Section 27.2.

28.0 INTERPRETATIONAL GUIDELINES.

28.1 **Computation of Time.** When any period of time is stated in this Contract, the time will be 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 will be omitted from the computation.

28.2 **Numbers and Gender.** Words of any gender in this Contract will be construed to include any other gender and words in either number will be construed to include the other unless the context in the Contract clearly requires otherwise.

28.3 **Headings.** The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Contract.

29.0 OTHER PROVISIONS.

29.1 Intentionally deleted.

29.2 **Survival of Conditions.** Applicable provisions of this Contract will survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration date.

29.3 **Non-Waiver of Default.** Failure on the part of any Party to enforce any provision of this Contract or any payment, act or omission by any Party will not constitute or be construed as a waiver of any provision of this Contract.

29.4 **Reservation of Rights.** If either Party breaches this Contract, the other Party will be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights

of each Party under this Contract are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right to such Party under it. The exercise of or failure to exercise any right or remedy in this Contract of either Party or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract will not preclude the exercise of any other right or remedy under this Contract or under any law, nor will any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

29.5 **Law and Venue.** This Contract is governed by the laws of the State of Texas and all obligations under this Contract will be performable in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County.

29.6 **Severability.**

29.6.1 If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it will remain valid and binding.

29.6.2 Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment and will become effective on the date designated by such law or regulations. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, in whole or in part, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated in this Contract, the Parties will be discharged from any further obligations created under the terms of this Contract (as to the part rendered unreasonable or impossible to fulfill, or the entire Contract, if applicable), except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

29.7 **Political Activity.** Contractor will not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition will not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds can be used directly or indirectly to hire employees or to in any other way fund or support candidates for the legislative, executive or judicial branches of the government of County, the State of Texas or the government of the United States.

29.8 **Sectarian Activity.**

29.8.1 **Religious Influence.** Within the limits and understandings set forth in Section 29.8.2, Contractor will ensure, and require all Subcontractors to ensure, that provision of services under this Contract will be carried on in a manner free from religious influence. Contractor will not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth in this Section 29.8 or as provided by County, to effectuate this assurance. Contractor will submit such agreements to County prior to the release of Contract Funds to such Subcontractor.

29.8.2 **Charitable and Faith-Based Contractors.** Contractor and County agree to be bound by the requirements of the Civil Rights Act, Section 702 [U.S.C., Section 2000E-1(a)], applicable regulations, including 34 C.F.R., Section 74.44, 75.52, 75.532, 76.52, 76.532, 80.36, and all related laws, rules and regulations ("702 Laws") as to Subcontractor(s) and Contractor respectively; and

Contractor will include the following requirements in any Subcontract under this Contract.

29.8.2.1 A religious organization that enters into a contract with County (or Subcontractor who enters into a Subcontract with Contractor) does not by so contracting lose exemption provided under 702 Laws regarding employment practices or provision of services.

29.8.2.2 Neither the County's nor the Contractor's selection of charitable or faith-based contractor or Subcontractor, respectively, of social services nor the expenditure of funds under this Contract to the Contractor or such Subcontractor is an endorsement of the Contractor's or Subcontractor's charitable or religious character, practices or expressions.

29.8.2.3 No provider of social services for the County (either Contractor or Subcontractors) may discriminate against any Client on the basis of religion, a religious belief, or any Client's refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

29.8.3 Client Advisement. Contractor will reasonably apprise all Eligible Clients of the requirements in this Section 29.8, and will ensure the provision of services pursuant to these provisions.

29.8.4 Additional Rights. Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

29.9 **Contractor Information Materials.** In any publicity or reporting, Contractor shall mention the funding through County as having made the project or services possible. Whenever Contractor references the project or services which are the subject of this Contract, Contractor shall use the name and any associated branding, such as logos or designs provided by County.

29.10 **Disputes.**

29.10.1 Contract Issues. At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through County Department/County Executive. Contractor will provide written notice of the issue to County Department/County Executive, with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, will be handled only as a written amendment pursuant to Section 3.0 of this Contract. Any issue not resolved satisfactorily to both Parties under this Section 29.10.1 may be addressed pursuant to the following provisions of Section 29.10 of this Contract.

29.10.2 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract presented to the County under Section 29.10.1, the Contractor or County will then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice will contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor or County

desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the County Executive within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this 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. The Purchasing Agent will provide a copy of such response to the County Executive. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory 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.

29.10.3 **Mediation.** When mediation is acceptable to both Parties in resolving a dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas or another mediation group chosen by County and approved by Contractor as the provider of mediators 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 shall 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.

29.11 **Coordination.** Contractor will coordinate and share information with other Travis County Health and Human Services programs in any way that is legally appropriate as determined by County to maximize the benefit to Eligible Clients in City of Austin/Travis County and to avoid duplication of services.

29.12 **County Public Purpose.** By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract constitute a significant public concern impacting members of the indigent population or other Eligible Clients which the County serves. The Commissioners Court further finds that the provision of services to be provided by Contractor pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract for qualified individuals.

29.13 **Force Majeure.** Neither Party will be financially liable to the other Party for delays or failures to perform under this Contract where such delay or failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause will notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification will be done in as timely a manner as possible. Breach of this provision entitles the non-breaching Party to reduce or stop payments (as applicable) or immediately terminate this Contract.

29.14 **Immunity or Defense.** It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of either Party hereto relating to this Contract, will be considered to waive, nor will it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor will it be considered a waiver

of sovereign immunity to suit.

[Signature Page to Follow]

In Process

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract.

CONTRACTOR: MANOR INDEPENDENT SCHOOL DISTRICT

By: _____
Its Duly Authorized Agent

Printed Name: Robert Sormani

Title: Director of Technology

Date: _____

TRAVIS COUNTY

By: _____
Andy Brown
Travis County Judge

Date: _____

County Approvals:

As to Legal Form: _____
Assistant County Attorney

Date: _____

Funds Certified By: _____
Patti Smith, County Auditor

Date: _____

ATTACHMENT A
PROGRAM WORK STATEMENT

In Process

PROGRAM WORK STATEMENT

1. Program Information

Legal agency name and program name:

- a. **Agency name:** Manor Independent School District (“Contractor”)
- b. **Program name:** Manor ISD Afterschool and Summer program (“Program”)
- c. **Issue area:** Youth Development
- d. **Service type:** Out of School Time (“Services”)

2. Background

Historical information relevant to this contract:

This contract is a direct negotiation for an Interlocal Agreement (“ILA”) funded through the Voter Approved Child Care and Out of School Time Special Revenue Fund. This is a short-term investment for the 2025-2026 school year (“SY”) and for the 2026-2027 SY.

Contract period is for August 1, 2025 – August 31, 2027.

3. Program Goals

Contractor shall meet the following County goal(s) that the program will address:

- ☐ Increased access to child care.
- ☒ Increased access to after school and/or summer programs
- ☐ Increase quality and/or capacity of child care and/or out-of-school-time providers

Brief description of the Program’s purpose and Service goals:

Contractor partners with a community-based youth organization, Boys and Girls Club of Greater Austin (“Subcontractor”) to provide afterschool programming for elementary children. Contractor will utilize County funding to expand affordable high-quality after-school programming and summer programming for students in grades K-12th. This expansion will directly address the unmet needs of low-income families who rely on these services to maintain employment, support their children’s academic and social development, and ensure overall family stability.

4. Focus Population

Contractor shall target services to the Manor ISD students that are enrolled in Manor ISD schools with a minimum of 60% students who are economically disadvantaged or qualify for free/reduced lunch as defined by the Texas Education Agency.¹ Using SY 2024 - 2025 as a baseline, the following schools qualify for Services under this Contract²:

School	Percentage of Students that qualify for free/reduced Lunch
Blake Manor Elementary	80%
Bluebonnet Trails Elementary	69%
Decker Elementary	90%
Oak Meadows Elementary	81%
Pioneer Crossing Elementary	67%
Lagos Elementary	77
Presidential Meadows Elementary	69%

¹ Texas Education Agency, C054 Economic Disadvantage- Code includes a student that is either eligible for free or reduced meals under the National School Lunch and Child Nutrition Program or has an other economic disadvantage including a) from a family with an annual income at or below the official federal poverty line, b) eligible for Temporary Assistance to Needy Families (TANF) or other public assistance, c) received a Pell Grant or comparable state program of need-based financial assistance, d) eligible for programs assisted under Title II of the Job Training Partnership Act (JTPA), or e) eligible for benefits under the Food Stamp Act of 1977.
<http://ritter.tea.state.tx.us/peims/standards/1314/c054.html>

² Ibid, PEIMS Standard Reports Overview, [Texas Education Agency - Economically Disadvantaged Status Reports](#), Campus Wide totals for SY24-25, downloaded July 2025.

Decker Middle	79%
Manor Middle School	74%
Manor High School	69%

5. Client Eligibility

Contractor shall apply the following eligibility criteria to clients in order to receive Services in the Program funded by County ("Clients"):

Eligibility Requirement	Description of Criteria	Verification Method
Manor ISD Student	Client must be enrolled at one of the targeted elementary schools referenced in section 4 of this Program Work Statement that have a minimum of 60% students that are economically disadvantaged or qualify for free/reduced lunch as defined by the Texas Education Agency..	Afterschool program - Enrolled & attends school in Manor ISD. Summer program – enrolled in the following school year at a Manor ISD campus. Skyward Database
Resident	Client must be a resident of County	Utility bill, lease agreement, home closing document. Skyward Database
Age Requirement	Minimum age of 5	Birthday verification through schools & grade level. Skyward Database

6. Service Delivery

Contractor shall deliver Services as described below:

a. Outreach methods:

Contractor will focus outreach to the families that qualify for free/reduced lunch as defined by the Texas Education Agency. Contractor will advertise Services to students and families through a variety of outlets which will include social media platforms, printed flyers distributed at community events and schools, and notification through Contractor's digital communication tool and school digital newsletters. Contractor shall ensure registration information is in English and Spanish and shall make a full faith effort to provide information in other languages, if requested.

b. Intake and eligibility determination process, if applicable:

Contractor shall ensure all applications are complete and meet eligibility criteria. Contractor shall ensure that admission to the Program takes place once a family has completed their registration processes and has met all eligibility criteria. Contractor shall ensure that families that are currently enrolled in programming receive an early registration link before the general registration link is shared publicly to ensure ongoing program enrollment each year. Contractor shall ensure that registration and admission are both ongoing throughout the school year and summer. Contractor shall ensure that registration for the afterschool program opens in July to begin in the Fall of the same year. Once Contractor receives and reviews the applications, Contractor shall ensure that families receive notification of their

acceptance into the Program which generally occurs two to three (2-3) days after their registration is completed or as soon as possible.

c. Service provision process, including description of service delivery model and duration of services:

Contractor shall structure the Program to promote holistic youth development and include enriching opportunities such as league sports, Science, Technology, Engineering and Math ("STEM") education, and field trips among other programming. Contractor shall ensure the Program addresses the following key developmental areas ("Key Developmental Areas"):

- Health and Wellbeing by promoting active lifestyles, teaching healthy habits, and supporting mental wellness. Contractor will provide resources such as, but not limited to, competitive sports, nutritious meals, and stress-management techniques;
- Academic Success by providing targeted support, such as but not limited to, homework assistance and tutoring, cultivating a love of learning, and setting high expectations to drive academic excellence and critical thinking;
- Character & Leadership development by providing activities that focus on instilling values such as integrity, responsibility, and compassion, and offering leadership opportunities through programs like Torch and Keystone Club; and
- Life & Workforce Readiness by offering career awareness, exploration, and preparation programs from elementary to high school to equip students with the necessary skills and knowledge for successful transitions to adulthood, higher education, or the workforce.

c.1. Elementary-Aged Afterschool programming

Contractor shall maintain a staffing ratio of one (1) staff member to every twenty (20) students. Contractor will ensure that Services are offered at no cost and operate from school dismissal to 6:00 PM Monday-Friday. Contractor will ensure that Elementary-Aged Afterschool programming begins on the first day of school and concludes one (1) week before the last day of school. Contractor will ensure that Clients receive at a minimum forty-five (45) minutes of programming weekly directed towards each of the Key Developmental Areas listed above.

Contractor shall determine the amount of services that are needed during teacher professional development days as well as Spring Break and other school holidays and provide Services on select Manor ISD campuses or on a consolidated campus dependent on Client demand. On these holidays or teacher professional development days, Contractor shall ensure that programming mirrors the summer schedule and is offered from 7:30am to 5:30pm. Contractor will ensure that Clients are offered an afterschool snack that meets the food program requirements of the applicable food provider each day.

c.2. Elementary-Aged Summer programming

Contractor shall maintain a staffing ratio of one (1) staff member to every twenty (20) students. Contractor shall charge a nominal cost of \$10/week per Client or \$80/summer per Client which ensures that Clients are committed to participating in the Services. Contractor will ensure that the summer program operates Monday- Thursday from 7:30 AM to 5:30 PM on a designated Manor ISD school campuses and Friday at the Subcontractor's location during the summer months. Contractor will ensure that enrollment for the summer program begins in April and summer programming starts the first Monday of June and ends the last Friday of July. Contractor will ensure that Clients receive breakfast, lunch, and a snack each day that meet the food program requirements of the applicable food provider; and weekly programming directed towards each of the Key Developmental Areas listed above and opportunities for field trips.

c.3 Middle- and High-School Aged Afterschool programming

Contractor shall maintain a staffing ratio of one (1) staff member to every twenty (20) students. Contractor will provide Services at no cost to Clients and will offer Services Monday-Friday on normal school operating days from school dismissal at 4:30 PM to 7:30 PM. Contractor shall offer targeted programming including activities and lessons related to life and workforce readiness and family and community engagement opportunities. Contractor shall provide light meals/snacks that meet the food program requirements of the applicable food provider at no charge, for Clients. Contractor shall ensure that all programming is designed to increase youth outcomes in academics, attendance, graduation, and wellness indicators.

Contractor shall determine the amount of services that are needed during teacher professional development days as well as Spring Break and other school holidays and provide Services on select Manor ISD campuses or on a consolidated campus dependent on Client demand. On these holidays or teacher professional development days, Contractor shall ensure that programming mirrors the summer schedule and is offered from 7:30am to 5:30pm. Contractor ensures that Clients are offered an afterschool snack each day that meets the food program requirements of the applicable food provider.

c.4.Middle- and High-School Aged Summer programming

Contractor shall maintain a ratio of one (1) staff member to every twenty (20) students. Contractor will provide Services at no cost to Clients and will offer Services Monday – Thursday from 7:30 a.m. - 5:30 p.m. at a designated Manor ISD campus. Contractor shall ensure that enrollment for the summer program begins in April. Contractor shall ensure summer programming starts the first Monday of June and ends the last Friday of July. Contractor shall ensure that on Fridays, Clients have the option of attending summer camp at the Subcontractor’s location. Contractor shall ensure Services include, but are not limited to opportunities for workforce internships, student advocacy activities and academic programming support. Clients receive breakfast, lunch, and a snack each day that meet the food program requirements of the applicable food provider.

d. Client/Service termination or program exit:

Contractor will terminate or discharge Clients from the program when Client graduates or moves to the next grade level. Client can also withdraw from the Program when withdrawal is initiated by the Client’s parent or guardian.

7. Service Quality

Contractor shall use the following quality standards in delivering Services:

- a. Program design rationale, including any evidence-base, research-base, best practice, or promising practice:

Contractor shall use evidence-based programming that is proven to positively impact academic performance, school attendance, graduation rates, and disciplinary measures. Contractor shall use the “Formula for Impact” framework that emphasizes the provision of safe environments, supportive relationships, and enriching experiences. Contractor shall offer ongoing staff training in the areas of youth safety practices, youth developmental needs, educational components and programming components.

Contractor shall provide parent/guardian orientation at a minimum of three (3) times a calendar year; once in the Fall, once in the Spring semester and again during the launch of the Summer programming. Contractor shall provide daily communication with parents or guardians along with monthly family engagement opportunities. Contractor shall provide families and Clients with opportunities to have an

input into programming through suggestions and surveys to make sure practices and programs provide what is needed for the Clients and the community.

8. Service Accessibility

Contractor shall utilize the following accessibility strategies in delivering Services:

a. Hours of access:

Contractor will ensure the following hours of access:

Elementary Afterschool programming - school dismissal (3:00 pm) to 6:00 pm, Monday through Friday on normal school operating days.

Elementary Summer programming - 7:30 am to 5:30 pm during the summer months.

Middle and High School Afterschool programming - (4:30 pm) to 7:30 pm, Monday through Friday on normal school operating days.

Middle and High School Summer programming - 7:30 am to 5:30 pm during the summer months.

b. Language and communication access:

Contractor shall communicate with families and Clients in a manner that meets the Clients' needs either through written form, email, or in-person meetings. Contractor shall provide any communication in English and Spanish and other languages when needed through community resources.

c. Appropriate food access:

Contractor will provide food during programming hours to meet Client's nutritional needs. Contractor shall request information from parents or guardians regarding dietary restrictions or specific nutritional needs of Clients

d. Geographical access:

Contractor will provide the afterschool program Monday through Friday and provide the summer program Monday through Thursday on Clients' home campus to eliminate barriers to transportation for access to the Program.

e. Disability access:

Contractor shall strive to make Services accessible to all Clients and shall modify Program activities as needed to accommodate Clients' unique needs. Contractor will provide staff training on the following topics child development, identifying and recognizing patterns in behavior, providing strategies with activity transitions, and giving directions in a variety of ways. In addition, Contractor will ensure that staff review any Client's 504 paperwork pursuant to Section 504 of the Rehabilitation Act and Individualized Educational Plans ("IEPs") as well as discuss the support needed with Client's families and the school.

9. Program Staffing

Contractor shall ensure that programming staffing is appropriately sized for the program and ensure that the program maintains staffing for Services in the manner described below:

Position Title	No. of Positions	Brief Description of Duties	Minimum Qualifications
Director of Club Operations – Manor ISD	1	Oversight of all Manor ISD Program operations	Bachelor's Degree or 4 years relevant experience

Club Director	8	Day to day management and supervision of individual Program sites at the schools listed on the table in Section 4 of this Work Statement.	Bachelor's Degree or 4 years relevant experience
Program Specialist	8	Hands-on delivery of Services to Clients (in-ratio); preparation of daily Program activities	High School Diploma/GED
Workforce Development & Life Readiness Professional	1	Hands-on delivery of Services to Clients (in-ratio) in relating to workforce development and life readiness	High School Diploma/GED
Youth Development Professionals (YDP)	58	Hands-on delivery of services to Clients (in-ratio)	High School Diploma/GED
Referees for sports	2	Facilitation of sports activities	High School Diploma/GED and knowledge of sports

10. Performance Measures

Contractor shall report the following performance measures and make a good faith effort as determined solely by County to achieve the following performance goals:

a. Output Performance Measures:

	Output Measure	Total Annual Goal	Reporting Frequency
1	Number of unduplicated elementary-enrolled Clients served in the afterschool program	1543	Q1-Q3
2	Number of unduplicated middle school-enrolled Clients served in the afterschool program	25	Q1-Q3
3	Number of unduplicated high school-enrolled Clients served in the afterschool program	25	Q1-Q3
4	Number of afterschool service days	187	Q1-Q3
5	Number of unduplicated elementary-enrolled Clients served in the summer program	458	Q3-Q4
6	Number of unduplicated middle school-enrolled Clients served in the summer program	5	Q3-Q4
7	Number of summer service days	36	Q3-Q4
8	Number of unduplicated Clients served in the afterschool and summer programs	1593	Q4

*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

b. Outcome Performance Measures:

Outcome Measure			Total Annual Goal	Reporting Frequency
1.	Number of Clients promoted to the next grade level or graduate on time (numerator)		1317	Quarter 4
	Number of unduplicated Clients served in the afterschool program (denominator)		1593	
	Percentage of Clients promoted to the next grade level or graduate on time. (rate)		85%	
2.	Number of Clients in grades third through twelfth (3rd - 12 th) that have participated in twenty (20) hours of mental health programming and responded that report in the annual National Youth Outcomes Initiative ("NYOI") survey that it is Very True or Sort of True that they "Understand how their feelings influence their actions". (numerator)		408	Quarter 4
	Number of Clients in grades third through twelfth (3rd - 12 th) that have participated in twenty (20) hours of mental health that take part in the annual NYOI survey. (denominator)		480	
	The percentage of Clients that report that they understand how their feelings influence their actions. (rate)		85%	
3.	Number of Clients in grades third through twelfth (3rd - 12 th) that have participated in twenty (20) hours of academic support that report in the annual NYOI survey that it is Very True or Sort of True that they "Choose activities that push them to learn new things". (numerator)		408	Quarter 4
	Number of Clients in grades third through twelfth (3rd - 12 th) that have participated in twenty (20) hours of academic support that take part in the annual NYOI survey. (denominator)		480	
	The percentage of Clients that report in the annual NYOI survey that they "Choose activities that push them to learn new things." (rate)		85%	
4.	Number of Clients in grades third through twelfth (3rd - 12 th) that have participated in twenty (20) hours of workforce readiness programming that report in the annual NYOI survey that it is Very True or Sort of True that they "Feel like they have the skills needed to be successful in a job." (numerator)		408	Quarter 4
	Number of Clients in grades third through twelfth (3rd - 12 th) that have participated in twenty (20) hours of workforce readiness programming that take part in the annual NYOI survey. (denominator)		480	
	The percentage of Clients that report in the annual NYOI survey that they feel like they have the skills needed to be successful in a job. (rate)		85%	

*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

c. Supplemental Performance Measures

Output Measure	Total Annual Goal	Reporting Frequency
1. Number of Clients served per month per campus	No goal/reporting only	Data is collected monthly and reported quarterly

**Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.*

d. Demographic and Geographic Reporting

Additional Reporting: Aggregated Client data elements	Included in Performance Reporting (Yes/No/Partial)	Notes
1. ZIP code	Yes	Reported in Q4
2. Race/ethnicity	Yes	Reported in Q4
3. Age	Yes	Reported in Q4
4. Gender	Yes	Reported in Q4
5. Household income level (% FPIG)	Yes	Reported in Q4
6. Service Address Locations	Yes	Reported in Q4

e. Methodology for tracking Performance Measures

Contractor shall follow the methodologies in the most current performance measure definition tool (PMDT) approved by County for all Contractors' tracking and reporting of performance measures and demographic and geographic information. Contractor shall update the PMDT annually or any other time requested by County or any time the methodology changes occur. Contractor shall use the most current and approved PMDT from County.

11. Program Data Management

a. To support Service delivery and performance reporting, Contractor shall utilize the following tools, processes, and information systems to collect and manage Program data:

Data/Information System, Source, or Process	Description (brief summary of functions/uses)
NYOI Surveys	The <i>National Youth Outcomes Initiative Survey</i> measures Program experience from Clients and their families. This survey provides valuable feedback regarding programming, Client achievement and levels of support for families.
Daxko	Boys and Girls Clubs of the Austin Area's ("BGCAA's") Daxko tool tracks metrics such as daily attendance, unduplicated attendance and program engagement. Contractor shall ensure that Daxko is also used to track twoway communication with Clients' families.
Pulse Checks	Contractor shall ensure that frequent pulse checks with club members, staff and families will allow BGCAA to track and adjust best practices to meet and/or exceed program and organization expectations.
Other Surveys	Contractor shall ensure surveys are used to assess BGCAA programs that will provide feedback for continuous improvement in the areas of operations, family engagement, club member support and more.
Skyward	Skyward serves as the Public Education Information Management System (PEIMS) for Manor ISD. Contractor shall ensure that Skyward encompasses all data requested and received by the Texas Education Agency ("TEA") about public education, including student demographic and academic performance, personnel, financial, and organizational information.

b. Contractor shall obtain all necessary consent from potential clients and Clients to share their personally-identifiable information within Contractor’s other program(s) and to make referrals to external entities.

For County staff use only:	
Date of initial contract start:	
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	

In Process

ATTACHMENT B
PROGRAM BUDGET

In Process

PROGRAM BUDGET

for Social Service Contract funded by Travis County

Date: 8/18/2025			
Agency Name:	Manor ISD		
Program Name:	Boys & Girls Clubs Out of School Time Programming		
LINE ITEM EXPENSE	Travis County Funds	Other Sources of Funding	Total Program Budget (ALL funding sources)
PERSONNEL			
Administrative Salaries			0
Program Salaries			0
Fringe Benefits			0
A. SUBTOTALS: PERSONNEL	-	-	-
OPERATING EXPENSES			
Office Supplies			0
Rent/Office Space			0
Telephone and Network Costs			0
Utilities			0
Audit			0
Insurance			0
Advertising			0
Storage			0
Postage			0
Subcontractors/Consultants (Please See Subcontractor Expense TAB)	3,400,000	\$200,330.00	\$3,600,330.00
Travel - within Travis County			0
Travel - out of County (will require prior approval)			0
Other (Specify) General Operations			0
B. SUBTOTALS: OPERATING EXPENSES	3,400,000	200,330	3,600,330
DIRECT CLIENT ASSISTANCE			
Food Assistance			-
Financial Assistance			0
Transportation Assistance			0
Rent Assistance			0
Child Care Assistance			0
Tuition Assistance			0
Other (Specify)			0
Other (Specify)			0
C. SUBTOTALS: DIRECT CLIENT ASSISTANCE	-	-	0
TOTAL PROGRAM BUDGET (A + B + C)	3,400,000	200,330	3,600,330
PERCENT SHARE of Total for Funding Sources	94.44%	5.56%	100.00%

ATTACHMENT C
INSURANCE REQUIREMENTS

In Process

ATTACHMENT C

INSURANCE REQUIREMENTS

Contractor shall have and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the **Contractor and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall 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. Thirty (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
\$2,000,000 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
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

*** Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

- \$ 1,000,000 per occurrence with a
- \$ 2,000,000 policy aggregate

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. Thirty (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- (3) 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

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

In Process

ATTACHMENT D

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,” “proposal,” 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:

Robert Sormani

Title of Authorized Representative:

Director of Technology

Unique Entity ID (generated by SAM.gov):

Date:

In Process